



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY WATER DISTRICT

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, July 12, 2023 at 5:30 p.m.

BOARD OF DIRECTORS

Case Van Wingerden
President
Shirley L. Johnson
Vice President

Casey Balch
Polly Holcombe
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

If interested in participating in a matter before the Board, you are strongly encouraged to provide the Board with a public comment in one of the following ways:

1. **Online:** Comments may be submitted online through the “eComments” function located in the **Upcoming Events** section on our website: <https://cwald.net/about/our-board/meetings/> **by 5:00 p.m. on the day of the meeting.**
2. **Submitting a Written Comment.** If you wish to submit a written comment, please email your comment to the Board Secretary at Public.Comment@cwald.net by **5:00 P.M. on the day of the meeting.** Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
3. If you wish to make either a general public comment or to comment on a specific agenda item in person, please: attend the Board Meeting at the location noted above and fill out a speaker slip prior to the hearing the item.

- I. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE, President Van Wingerden.**
- II. **ROLL CALL, Secretary McDonald.**
- III. **PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda).**
- IV. **APPROVAL ITEMS**
 - A. ****Minutes of the Regular Board meeting held on June 28, 2023**
- V. **UNFINISHED BUSINESS – None**
- VI. **NEW BUSINESS -**
 - A. ****Discuss ACWA 2023 Board Officers’ and Region 5 Elections (for information, General Manager McDonald)**

1301 Santa Ynez Avenue
Carpinteria, CA 93013
(805) 684-2816

**Indicates attachment of document to agenda packet.

- B. ****Discuss update on LIVR Project (for information, General Manager McDonald)**
- C. ****Discuss update on Casitas Intertie Project (for information, General Manager McDonald)**

VII. DIRECTOR REPORTS - None

VIII. GENERAL MANAGER REPORTS (for information) – None

IX. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(2)]: Cachuma Operations & Maintenance Board

X. [CLOSED SESSION]: PURSUANT TO GOVERNMENT CODE SECTION 54957.6: PUBLIC EMPLOYEE PERFORMANCE EVALUATION TITLE: GENERAL MANAGER

XI. [CLOSED SESSION]: CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 DISTRICT NEGOTIATOR: ROBERT MCDONALD; UNREPRESENTED EMPLOYEES:

**Assistant General Manager
District Engineer
Operations and Maintenance Manager
Administrative Assistant-Confidential
Accountant/IT Technician**

XII. Consider approval of Employment Agreement for:

- 1. **General Manager**
- 2. **Assistant General Manager**
- 3. **District Engineer**
- 4. **Operations & Maintenance Manager**
- 5. **Administrative Assistant-Confidential**
- 6. **Accountant/IT Technician**

XIII. CONSIDER DATES AND ITEMS FOR AGENDA FOR:

CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF JULY 26, 2023, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775 CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.

XIV. ADJOURNMENT.

Robert McDonald, Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 5:30 p.m., July 9, 2023. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements. Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

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**IIndicates attachment of document to agenda packet.

	MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS	
	CARPINTERIA VALLEY WATER DISTRICT	
	June 28, 2023	
	President Van Wingerden called the regular meeting of the Carpinteria Valley Water District Board of Directors held in the Carpinteria City Hall Chamber to order at 5:30 p.m., Wednesday, June 28, 2023, and led the Board in the Pledge of Allegiance.	
ROLL CALL	Directors Present; Johnson, Holcombe, Roberts, Balch and Van Wingerden	
	Director Absent: none	
	Others Present: Bob McDonald	
	Cari Ann Potts Norma Rosales Lisa Silva Maso Motlow	Scott Van Der Kar Anthony Brown Kevin Kostiuk Lindsay Roth
PUBLIC FORUM	No one from the public addressed the Board.	
MINUTES	Following discussion, Director Holcombe moved, and Director Balch seconded the motion to approve the minutes of the Board meeting held on June 14, 2023. The motion carried by a 5-0 vote. The minutes were approved by roll call as follows; Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none	
DISBURSEMENT REPORT	Following discussion, Director Holcombe moved, and Director Balch seconded the motion to approve the monthly bills for the period of April 16, 2023 through May 15, 2023. The motion carried by a 5-0 vote. The motion was approved by roll call as follows; Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none	
ADJOURN	President Van Wingerden opened the regular Carpinteria Groundwater Sustainability Agency meeting at 5:32 p.m.	

RECONVENED TO REGULAR BOARD MEETING	President Van Wingerden reconvened the Board meeting at 6:13 p.m.
FY 24-26 BUDGET AND WATER RATES AND CHARGES	Assistant General Manager Rosales presented the Proposed FY 24-26 Budget with corresponding FY 24-26 Water Rates & Charges presented by Kevin Kostiuk, Raftelis.
PUBLIC HEARING	<p>Following the discussion of the proposed Rates & Charges for Fiscal Year 24-26, President Van Wingerden began the Public Hearing at 6:40 p.m.</p> <ol style="list-style-type: none"> 1) Secretary’s report by Secretary McDonald 2) Opening of Public Hearing by President Van Wingerden at 6:41 p.m. 3) Receipt of public comment and/or protests by President Van Wingerden <ul style="list-style-type: none"> • No one from the public addressed the Board 4) Closing of Public Hearing by President Van Wingerden at 6:42 p.m. 5) Director Comments 6) Tallying of protests by Secretary McDonald <ul style="list-style-type: none"> • 8 protests received
RESOLUTION 1142	<p>General Manager McDonald presented to consider adoption of Resolution 1142 Approving the FY 24-26 Budget.</p> <p>Following discussion, Director Roberts moved, and Director Balch seconded the motion to approve Resolution 1142. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nays : none Absent: none</p>
RESOLUTION 1143	<p>General Manager McDonald presented to consider adoption of Resolution 1143 Approving FY 24-26 Rates and Charges for Water Service.</p> <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve Resolution 1143. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nays : none Absent: none</p>

RULES & REGULATIONS	<p>General Manager McDonald presented to consider approving the Draft Changes to District Rules & Regulations. Presentation by Maso Motlow with no additional changes since proposed edits shown to board on 5/24/23.</p> <p>Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to approve the Draft changes to District Rules & Regulations. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none</p>
LAND SURVEY PROPOSAL	<p>General Manager McDonald presented to consider Proposal for Land Survey Services for the CAPP Project from Waters & Cardenas Land Surveyors in an amount not to exceed \$34,500.</p> <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve Land Survey proposal from Waters Cardenas in an amount not to exceed \$34,500.. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none</p>
CCWA JPA AGREEMENT	<p>General Manager McDonald presented to discuss Amendment to the CCWA JPA Agreement to include Water Storage as a power. Will be brought back to for further discussion at a future board meeting.</p>
CACHUMA OPERATIONS & MAINTENANCE BOARD OPERATIONS COMMITTEE MEETING	<p>Director Holcombe gave a verbal report on the COMB Operations Committee meeting that was held on June 21, 2023.</p>
CACHUMA OPERATIONS & MAINTENANCE BOARD MEETING	<p>Director Holcombe gave a verbal report on the COMB Board meeting that was held on June 26, 2023.</p>
CLOSED SESSION	<p>President Van Wingerden adjourned the meeting at 7:09 p.m. to convene the Board into closed session for the following matters:</p> <p>X. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(2)]: Cachuma Operations & Maintenance Board</p>

BOARD RECONVENED IN OPEN SESSION	<p>At 7:18 p.m. President Van Wingerden reconvened the Board meeting with the following reportable actions:</p> <p>X. No reportable action</p>
NEXT BOARD MEETING	<p>The next Regular Board meeting is scheduled to be held on July 12, 2023, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.</p>
ADJOURNMENT	<p>President Van Wingerden adjourned the meeting at 7:18 p.m.</p>
	<p>Robert McDonald, Secretary</p>



2023 ACWA ELECTIONS

ACWA has launched two separate but concurrent election processes for the 2024-'25 term: the Board officers' election for President and Vice President and the region board elections. Starting this year, as a result of bylaw changes approved by the membership in 2022, ACWA has initiated new processes for ACWA members to elect the President and Vice President. In addition, some of the region election deadlines have changed. To learn more about each election and about the changes, click on the buttons below.

Board Officers' Election

Region Elections





Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816

BOARD OF DIRECTORS

Case Van Wingerden
President
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Vice President

Casey Balch
Polly Holcombe
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: July 7, 2023

For Consideration: Item VI.B – LIVR Project Update

Background

On November 10, 2021, COMB and CVWD entered into a Cooperative Agreement for collaboration on a Rehabilitation Project to improve the South Coast Conduit ("SCC") and certain appurtenances in the Carpinteria Reach. In the Cooperative Agreement a collaborative alternative project to COMB's original version of the project, wherein certain structures within the Carpinteria Reach would be rehabilitated utilizing financial assistance from CVWD, with COMB providing additional SCC system improvements. Specifically, under this alternative plan, CVWD would proceed with the construction and fund the rehabilitation of certain laterals ("SCC Lateral Isolation Valve Replacement" or "LIVR Project"), with COMB installing two (2) new in-line isolation valves on the SCC within the Carpinteria Reach ("SCC In-Line Isolation Valve Project") (collectively, the "Alternative Project").

In the Carpinteria Service Area the laterals are numbered "1 through 30," and are divided into six (6) separate isolation zones under the LIVR Project. The first phase of the project included CVWD's rehabilitation of laterals numbered 1 through 6, and laterals 17, & 19 with COMB installing the La Mirada In-Line Isolation Valve ("Phase One").

Analysis

The Cooperative Agreement outlined the Alternative Project as an approach where each party would perform an expected equivalent amount of work expending approximately \$1.1 million each over two (2) fiscal years, resulting in a long-term benefit and operational flexibility for both COMB and CVWD.

COMB completed the construction and installation of the Phase One La Mirada In-Line Isolation Valve during the 3rd Quarter of Fiscal Year 2021-22. The cost to complete this particular Phase One project totaled approximately \$550,000.00. During Fiscal Year 2022-23 CVWD successfully completed Phase One of the LIVR Project, which consisted of laterals 1 through 6 and laterals 17 and 19 thereby fulfilling its Phase One commitment at a cost of approximately \$850,000.00.

Section 4 of the Cooperative Agreement required a Review of Progress of Work between both parties prior to proceeding with Phase Two, to reconcile expenditures by each Party and to provide the scope of agreed-upon work for Phase Two to each respective Board of Directors for consideration.

Staff from both Parties conducted the Review of Progress of Work pursuant to Section 4 of the Agreement, meeting on April 26, 2023, wherein the proposed work consists of completing Phase Two of the LIVR Project, which will include laterals numbered 7 through 16, , and Lateral 28 referred to as "Zone 2" (or "Z2"), "Zone 3"(or "Z3"), Zone 6 ("Z6") respectively ("Phase Two"). This Phase Two of the LIVR Project is anticipated to begin in the 1st Quarter of FY 2023-2024 (August 2023) and be completed by the 2nd Quarter of FY 2023-2024 (December 2023).

Since the reconciliation of expenditures was determined to be unequal during the Review of Progress of Work meeting pursuant to Section 4 of the Agreement, staff from both parties are proposing that COMB not install the Lillingston In-Line Isolation Valve as originally contemplated in Phase Two of the SCC In-Line Isolation Valve Project, but rather, fund up to \$550,000.00 to complete the necessary lateral work in the Carpinteria reach as part of Phase Two of the LIVR Project.

CVWD intends to contract with Tierra Contracting Corp. for construction and Flowers and Associates for construction management in an amount not to exceed \$805,000.00 to complete the Phase Two lateral work of the LIVR Project, with CVWD expending the remainder of its funding in the amount of \$255,000.00 toward the completion of Phase Two of the LIVR Project. CVWD shall invoice COMB for the remainder of the costs necessary to complete Phase Two of the LIVR project, in an amount not to exceed \$550,000.00 (the "Revised Alternative Project")

In the Cooperative Agreement it was contemplated that after the completion of Phase One of the La Mirada In-Line Isolation Valve and both Phases One and Two of the LIVR Project, each Party shall have each paid approximately \$1.1 million toward the completion of said projects.

Recommendation

No action at this time. Staff seeks direction from the Board in revising the Cooperative Agreement to eliminate Lillingston In-Line Isolation Valve and share the cost for the remainder of the LIVR Project (Revised Cooperative Project) whereby up to \$255,000 is allocated from CVWD and up to \$550,000 is allocated from COMB.



Carpinteria Valley Water District

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BOARD OF DIRECTORS

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President
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Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: July 7, 2023

For Consideration: Item VI.C – Intertie Project Update

Background

In 2020 CVWD entered into an MOU with Casitas Municipal Water District to develop and construct a high-capacity pipeline intertie between the two agencies. The Project will benefit CVWD with an alternative water source in times of emergency and will benefit CMWD with a new route to move waters from the State Water Project System into their service area. CMWD has 5000AF allocation in the SWP. The project could also assist both agencies with water supply management opportunities.

The MOU contemplated that CVWD would be responsible for half the the cost of the project on the County of Santa Barbara side which is anticipated to be \$6M less grants equaling approximately \$4M. This means CVWD would be responsible for approximately \$2M . The Project has qualified for a number of Grants on the order of \$10M and low interest funding. The grants and low interest loans would be shared with CVWD so the cost burden would be spread over a 30 year loan period equaling about \$100K per year.

Analysis

Several significant milestones have been achieved including CEQA certification by CMWD and 95% Final Design for the project. The remaining project barriers are NEPA compliance, land acquisition and Coastal Development permit issuance. It is expected that these elements will be completed by July 2024.

In tandem with these process CVWD and CMWD are in discussion with CCWA and the Cachuma Members Units to determine what types of agreements will be necessary to wheel Casitas Water through the respective facilities.

Construction of the pipeline is slated to begin in December 2024.

Recommendation

No action at this time. This item is for information only.

**EMPLOYMENT AGREEMENT
GENERAL MANAGER**

This Employment Agreement (this Agreement") is made and entered into this 1st day of July, 2023, by and between the Carpinteria Valley Water District (the "District") and Robert Mc Donald ("Employee") at Carpinteria, California, with reference to the following facts and intentions:

A. Employee is currently employed by the District in the position of General Manager;

B. The District desires to continue to employ Employee as its General Manager; and

C. Employee and the District wish to set forth the terms and conditions of Employee's employment in the position of General Manager in this Agreement;

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions of this Agreement, **IT IS AGREED** as follows:

1. Employment. Employee will be employed as the General Manager of the District, subject to the control and direction of the Board of Directors of the District (the "Board"), on the terms and conditions and for the compensation herein set forth. Employee shall perform Employee obligations and responsibilities as General Manager diligently within the time parameters indicated by the District and its Board, applying the highest degree of professionalism, integrity and management to every aspect of Employee obligations.

2. Salary. Employee, as an executive employee, is exempt from overtime payments and entitlement under state and federal laws. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have any set hours of work as the General Manager is expected to be available at all times.

a. Salary. Effective July 1, 2023 employee's base salary will be \$207,459.20 per year.

b. Salary Range Adjustments Absent a revised employment agreement being entered into by the parties by March 1, 2024, Employee's salary will be increased effective the first pay period beginning after March 1, 2024 in an amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a 2% minimum.

c. Longevity, In recognition of long-time District employees and in addition to other pay rate increases, the Board may, in their discretion, grant the following one time pay rate increases based on merit and employee performance upon employees completing the following years of continuous service as General Manager:

Continuous years of service as GM	Longevity pay rate percentage	Eligibility
8 years	0-2.5%	July 1, 2024
13 years	0-2.5%	July 1, 2029
18 years	0-2.5%	July 1, 2034
23 years	0-2.5%	July 1, 2039

3. **Deferred Compensation Plan.** If Employee chooses to participate in the deferred compensation plan offered by the District, the District will match Employee contributions 1:1 up to 2.5% of Employee salary.

4. **Sick Leave Cash Out.** Effective the date of this Agreement the Employee will be given the opportunity to receive cash payment for up to 80 hours of accumulated sick leave, as long as a minimum of 160 hours of accrued sick leave remains in Employee accrual bank after the payout. Employee will have this opportunity on July 1st of each fiscal year or thereafter, as long as a minimum of 160 hours of accrued sick leave remains in Employee accrual bank after the payout.

5. **Vacation Leave Cash Out.** Employee will be given the opportunity once per fiscal year to receive cash payment for up to 60 hours of accumulated vacation leave, as long as a minimum of 120 hours of accrued vacation leave remains in her accrual bank after the payout.

6. **Vacation Accrual.** The maximum amount of unused vacation benefits that this employee may accrue is two hundred eighty (280) hours. After an employee has accrued the maximum amount, no further vacation benefits will accrue until the employee uses some portion of the maximum amount. When an employee uses vacation benefits so that the employee's earned but unused vacation benefits fall below the maximum, or when an employee is entitled to additional vacation benefits, the employee will resume earning vacation benefits from that day forward until the employee again has accrued the maximum amount. Excepting maximum accrual, the Employee will accrue Vacation Leave in accordance with the District Personnel Manual

7. **Administrative Leave.** Employee shall receive an annual allowance of five (5) days of administrative leave, accrued at the start of each fiscal year. Such administrative leave is in addition to other existing benefits, including vacation leave. Administrative leave days may be cashed out at any time within the fiscal year in which they are accrued.

8. **Life Insurance.** The District shall provide, at its cost, a life insurance policy which insures Employee for the amount of \$100,000.

9. **Automobile Allowance.** The District shall provide Employee an automobile allowance of \$500 per month, to be disbursed annually (\$6,000) at the end of the Fiscal Year.

10. **Conflict of Interest.** Employee represents and warrants to the District that he presently has no interest, and covenants that he will not acquire any interests, direct or indirect, financial or otherwise, which would conflict in any manner or interfere with the performance of services required to be performed under this Agreement as General

Manager of the District. It is acknowledged that it will not be a conflict of interest for Employee to write articles or other materials for publication, teach and engage in similar outside activities for compensation so long as it does not create a conflict of interest with Employee's duties as General Manager, Employee advises the Board in advance, and the Board approves such outside activities, which approval will not be unreasonably withheld. If Employee engages in any such outside activities, he shall not use any of the District's equipment, supplies, systems (e.g., computer system), materials or personnel in doing so, and shall not engage in such outside activities during regular work hours without prior approval from the Board. In engaging in any such outside activities, Employee shall have no greater access to District information, documents and materials than members of the general public.

11. Separation as General Manager. The following shall apply in the event Employee's employment with the District is terminated.

a. Termination without Cause. In the event Employee's employment is terminated without cause, conditioned on Employee signing a mutually agreeable release of claims, the District will pay Employee severance pay in the amount of six (6) months' salary, less required payroll deductions, paid in six (6) equal monthly installments, with the first installment paid no later than two (2) weeks after the date of Employee's termination. Except for the payment of such severance pay, Employee shall not be entitled to any further payment in the event Employee employment is terminated without cause.

b. Termination with Cause. In the event Employee's employment is terminated with cause, no severance or any further salary will be paid to Employee. For purposes of this Agreement, cause for termination will be limited to the following: theft or attempted theft; material dishonesty; willful or persistent material breach of duties; material unsatisfactory performance for which Employee had been previously notified and not corrected to the satisfaction of the Board within thirty (30) days of notice to Employee; engaging in unlawful discrimination or harassment of employees or any third party while on District premises or time; conviction of a felony; and unauthorized absence for more than three (3) consecutive working days.

c. In the event the District terminates Employee for cause, Employee shall be entitled to only the compensation accrued up to the date of termination, accrued and unused vacation and administrative leave time, and such other benefits as may be required by law.

d. In the event of termination or resignation the District and Employee agree not to make negative comments or statements about each other and shall respond to inquiries by only confirming that such termination or resignation occurred. In addition, the District and Employee agree not to discuss the circumstances surrounding resignation or termination with any person other than their respective legal counsel, including, but not limited to, members of the media, public and District staff except as required by law.

12. Resignation or Retirement Employee may resign at any time and agrees to give the District at least 45 days' advance written notice of the effective date of Employee's resignation unless the parties otherwise agree in writing. If Employee retires from fulltime public service with the District, Employee will provide six months' advance notice if at all possible. Employee's actual retirement date will be mutually established.

13. Personnel Policies. The provisions of the District's Personnel Manual, and any amendments or revisions thereto, shall apply and govern the terms and conditions of Employee's employment with the District, except in the event of a conflict between this Agreement and the Personnel Policies, in which case the terms of this Agreement shall control.

14. General Provisions.

a. Waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

b. Construction of Terms. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.

c. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Santa Barbara, State of California.

d. Notice. Any notices, amendments or additions to this Agreement, including address of either party during the term of this Agreement which Employee or the District shall be required or may desire to make shall be in writing and shall be sent by prepaid first class mail or hand delivered to the respective parties as follows:

- (1) If to the District: 1301 Santa Ynez Avenue, Carpinteria, California 93013-1637
- (2) If to Employee: 133 Prospect Street, Oak View, California 93022

e. Advice of Counsel. Employee acknowledges that in executing this Agreement, he has had the opportunity to seek advice of independent legal counsel, and has read and understood all the terms and provisions of this Agreement.

f. Entire Agreement and Amendment. In conjunction with the matters considered herein this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course, waiver or estoppel.

g. Term of agreement. The term of this Agreement shall begin March 1, 2023 and extend to February 29, 2024. If a revised employment agreement is not entered into by the parties by March 1, 2024, then this Agreement shall continue in effect until

February 28, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMPLOYEE

CARPINTERIA VALLEY WATER DISTRICT

Robert McDonald

Case Van Wingerden, President

EMPLOYMENT AGREEMENT

ASSISTANT GENERAL MANAGER/AUDITOR

This Employment Agreement (the “Agreement”) is made and entered into this 1st day of July 2023, by and between the Carpinteria Valley Water District (the “District”) and Norma Rosales (the “Employee”) at Carpinteria, California, with reference to the following facts and intentions

A. Employee is currently employed by the District in the position of Assistant General Manager/Auditor;

B. The District desires to continue to employ Employee as its Assistant General Manager/Auditor; and

C. Employee and the District wish to set forth the terms and conditions of Employee's ongoing employment in the position of Assistant General Manager/Auditor in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions of this Agreement, **IT IS AGREED** as follows:

1. Employment. Employee will continue to be employed as the Assistant General Manager of the District, subject to the supervision and direction of the General Manager. Employee shall perform her obligations and responsibilities as Assistant General Manager as set forth in the job description, attached as Attachment "A," diligently within the time parameters indicated by the General Manager, applying the highest degree of professionalism, integrity and management to every aspect of his obligations.

2. Salary and Step Increases.

a. Salary. Effective March 6, 2023 employee's salary will be \$15,827.38 per month, Step 13 on Attachment A. Employee, as an executive employee, is exempt from overtime payments and entitlements under state and federal law. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the position. The Assistant General Manager does not have any set hours of work as the Assistant General Manager is expected to be available at all times as necessary.

b. Salary Range Adjustments. Absent a revised employment agreement being entered into by the parties by March 1, 2024, Employee's salary will be increased effective the first pay period beginning after March 1, 2024 in an amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a 2% minimum.

3. Administrative Leave. Employee shall receive an annual allowance of five (5) days of administrative leave, accrued at the start of each fiscal year. Such administrative leave is in addition to other existing benefits, including vacation leave. Administrative leave days may be cashed out at any time within the fiscal year in which they are accrued.

4. **Sick Leave Cash Out.** Effective the date of this Agreement the Employee will be given the opportunity to receive cash payment for up to 80 hours of accumulated sick leave, as long as a minimum of 160 hours of accrued sick leave remains in her accrual bank after the payout. Employee will have this opportunity on July 1st of each fiscal year and thereafter, as long as a minimum of 160 hours of accrued sick leave remains in her accrual bank after the payout.

5. **Vacation Leave Cash Out.** Employee will be given the opportunity once per fiscal year to receive cash payment for up to 50 hours of accumulated vacation leave, as long as a minimum of 120 hours of accrued vacation leave remains in her accrual bank after the payout.

6. **Vacation Accrual.** The maximum amount of unused vacation benefits that this employee may accrue is two hundred eighty (280) hours. After an employee has accrued the maximum amount, no further vacation benefits will accrue until the employee uses some portion of the maximum amount. When an employee uses vacation benefits so that the employee's earned but unused vacation benefits fall below the maximum, or when an employee is entitled to additional vacation benefits, the employee will resume earning vacation benefits from that day forward until the employee again has accrued the maximum amount. Excepting maximum accrual, the Employee will accrue Vacation in accordance with the District Personnel Manual

7. **Life Insurance.** The District shall provide, at its costs, a life insurance policy which insures Employee for the amount of one hundred thousand dollars (\$100,000).

8. **District Auditor.** At the sole discretion of the Board of Directors of the District, Employee has been appointed District Auditor pursuant to Water Code section 30540 (a). Employee also may be removed from the position of District Auditor at the sole discretion of the Board of Directors of the District.

9. **Personnel Policies.** The provisions of the District's Personnel Manual, and any amendments or revisions thereto, shall apply and govern the terms and conditions of Employee's employment with the District, except in the event of a conflict between this Agreement and the Personnel Policies, in which case the terms of this Agreement shall control.

10. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

11. **Meeting with the Administrative Committee.** If requested, Employee shall be afforded a meeting with the Administrative Committee of the District's Board of Directors around January 2024 to discuss, propose or negotiate salary, benefits, and general employment matters with the Employee. This committee may meet with Employee at other times in the discretion of the Committee.

12. Term of agreement. The term of this Agreement shall begin March 1, 2023 and extend to February 29, 2024. If a revised employment agreement is not entered into by the parties by March 1, 2024, then this Agreement shall continue in effect until February 28, 2025.

13. Termination of Employment. Employee is considered an at-will employee which means that employment may be terminated by Employee or Employer at any time and for any reason, with or without cause or advance notice. Additionally, Employee may be demoted or disciplined by Employer at any time at the discretion of Employer, with or without cause or advance notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMPLOYEE

CARPINTERIA VALLEY WATER DISTRICT

Norma Rosales

By: _____
Case Van Wingerden, President
Board of Directors

ATTACHMENT A

SALARY RANGE

Effective March 6, 2023

Base	1	2	3	4	5	6
\$11,481.51	\$11,768.54	\$12,062.76	\$12,364.33	\$12,673.43	\$12,990.27	\$13,315.03

LONGEVITY RANGE

7	8	9	10	11	12	13
\$13,647.90	\$13,989.10	\$14,338.83	\$14,697.30	\$15,064.73	\$15,441.35	\$15,827.38

ATTACHMENT B

JOB DESCRIPTION

POSITION: Assistant General Manager

SUPERVISOR: General Manager

SUPERVISES: Administrative Analyst, Administrative Assistant, Accounting Technician II, Accountant, Customer Service Representative III, Customer Service Representative II, Customer Service Representative I

STATUS: Exempt

General Job Description:

Under administrative direction of the General Manager, to plan, organize, and direct the financial, accounting, and related administrative functions of the District; to supervise customer service and accounting personnel; to coordinate and administer District Personnel functions, including the development of personnel policies and procedures; to assist the General Manager with the protection of District assets and the maintenance of budget controls; responsible for the investment of District funds; to assist the General Manager with regard to financial projections and planning; to perform the most complex accounting functions; to invest District funds; when the General is absent or otherwise not available, acts on behalf of the General Manager as directed, and to do related work as required.

Essential Job Duties and Responsibilities

- Serves as the Chief Financial Officer for the District.
- Plans, organizes directs, and manages District financial, accounting, investment, and related administrative activities.
- Provides advice and consultation on the development of District financial resources, programs and policies.
- Assists the General Manager with long range financial planning, protection of District assets, and development and maintenance of budget controls.
- Administers the District insurance and risk management functions.
- Conducts analytical studies as directed by the General Manager.
- Develops and maintains District human resources policies, procedures and files.
- Develops, coordinates, and administers employee health and welfare benefit programs.
- Assists the General Manager in preparation of annual salary adjustment recommendations.

- Maintains District salary ranges, wage charts, preparing job description revisions and updating.
- Acts as one of the District representatives during negotiations and other meetings with representative employee organizations.
- Performs orientation and exit interviews for new and departing employees.
- Develops and distributes information regarding human resource issues to District staff.
- Organizes and carries out recruitment procedures for District vacancies.
- Represents District human resource programs and policies with the public and other organizations.
- Coordinates employee training and development programs.
- Assigns work to staff for optimum efficiency and utilization of personnel in the general accounting and business operations.
- Supervises the work of the business services staff including the timely billing & collection of accounts, the preparation of financial information, and the establishment of written procedures for utilization in daily operations.
- Reviews financial documents for accuracy and completeness, including promissory notes, loans, bond issues, bank service agreements, etc.
- Prepares financial reports and statements required by the General Manager and Board of Directors.
- Assists the General Manager in public relations, particularly those related to business services.
- Directs the gathering and distribution of financial data and projections for the preparation of the District budget.
- Responsible for the investment of District funds and advises the General Manager and Board of Directors with regard to financial planning.
- Coordinates recruitment and selection of personnel, directs position classification and compensation, supervises personnel record-keeping, payroll reporting and recommends policies and procedures.
- Performs yearly analyses of employee salaries and benefits.
- Prepares materials for outside auditors, works closely with and assists the auditor with all accounting functions, maintaining a complete and systematic set of records.
- Administers the District insurance and risk management functions.
- Serves as liaison with contractors and debtors.
- Supervises functions and procedures related to the payment of District bills.
- In the absence or unavailability of the General Manger, or when otherwise directed by the General Manager, acts on behalf of the General Manager.
- Maintains continuous awareness of administrative practices and recommends changes that increase efficiency and economy of the District operations.
- Supervises administrative, customer service and accounting personnel.
- Coordinates with and assists in the administration of all personnel functions.
- Maintains cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Conducts studies and surveys to determine the effectiveness of District programs.
- Attends Board meetings.
- Attends and participates in meetings with other local water agencies.
- Responds to public inquiries regarding the District.

Duties as Auditor or Treasurer

The Assistant General Manager may be appointed to be the auditor or treasurer of the District by the Board of Directors per Water Code Section 30540. Being capable of serving as, and satisfactorily performing the duties of the auditor or treasurer of the District, including those set forth in Water Code Section 30582, is an essential function of the Assistant General Manager position. When appointed as auditor or treasurer, the Assistant General Manager serves as the chief financial officer for the District, and installs and maintains a system of auditing and accounting that shall completely and at all times show the financial condition of the District.

Other Duties

Performs related duties as assigned.

Typical Physical Activities:

- Communicates orally with co-workers and the public in face-to-face, one-on-one and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers and fax machines.
- Sits for extended time periods.
- May occasionally travel by automobile in conducting District business.

Knowledge of:

- Principles and practices of public administration, including administrative analysis, fiscal planning and control, budgeting, accounting, finance and investments.
- Laws, rules, ordinances and legislative processes controlling District financial functions and operations.
- Principles and practices of auditing.
- Risk management and insurance.
- Computerized management information and fiscal systems.
- Principles and practices of public personnel administration, including employee health and welfare benefit administration.
- Equal employment opportunity and affirmative action requirements and guidelines.

Ability to:

- Establish and maintain fiscal records and procedures.
- Prepare verbal and written reports of complex nature.
- Exercise prudent and objective judgment regarding financial and personnel information.
- Supervise the work of others.

- Provide advice and consultation to the General Manager on the development of fiscal systems, policies, and assets.
- Establish and maintain cooperative working relationships.
- Establish systems and procedures for internal control of accounting operations.

Special Requirements:

- Possession of valid California Motor Vehicle Operators License is required and employee's driving records must be in accordance with the *Safe Driving Program* as defined in the District Employees Manual.

Desirable Education & Experience:

Any combination of education and experience, which would likely provide the necessary knowledge and abilities, is qualifying.

Education:

- Equivalent to graduation from an accredited college or university with a degree in Business Administration, Public Administration or related field. Some specialization in Accounting, Computer Information Systems, Public Administration and Human Resources is required. Masters Degree in Public Administration or related field is desirable.

Experience:

- Minimum 5 years increasingly responsible experience in business management, preferably including public sector experience at a managerial/administrative level.

EMPLOYMENT AGREEMENT

DISTRICT ENGINEER

This Employment Agreement (the "Agreement") is made and entered into this 1st day of July, 2023, by and between the Carpinteria Valley Water District (the "District") and Brian King (the "Employee") at Carpinteria, California, with reference to the following facts and intentions:

- A. Employee is currently employed by the District in the position of District Engineer;
- B. The District desires to continue to employ Employee as its District Engineer; and
- C. Employee and the District wish to set forth the terms and conditions of Employee's employment in the position of District Engineer in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions of this Agreement, **IT IS AGREED** as follows:

1. **Employment.** Employee will be employed as the District Engineer of the District, subject to the supervision and direction of the General Manager. Employee shall perform his obligations and responsibilities as District Engineer diligently within the time parameters indicated by the General Manager, applying the highest degree of professionalism, integrity and management to every aspect of his obligations.

2. **Salary.**

a. **Salary.** Effective March 5, 2023, employee's salary will be \$15,221.20 per month, Step 11 on Attachment A. Employee, as an executive employee, is exempt from overtime payments and entitlements under state and federal law. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the position. The District Engineer does not have any set hours of work as the District Engineer is expected to be available at all times as necessary

b. **Salary Range Adjustments** Absent a revised employment agreement being entered into by the parties by March 1, 2024, Employee's salary will be increased effective the first pay period beginning after March 1, 2024 in an amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a 2% minimum.

3. **Personnel Policies.** The provisions of the District's Personnel Manual, and any amendments or revisions thereto, shall apply and govern the terms and conditions of Employee's employment with the District, except in the event of a conflict between this Agreement and the Personnel Policies, in which case the terms of this Agreement shall control.

4. **Administrative Leave.** Employee shall receive an annual allowance of five (5) days of administrative leave, accrued at the start of each fiscal year. Such administrative leave is in addition to other existing benefits, including vacation leave. Administrative leave days may be cashed out at any time within the fiscal year in which they are accrued.

5. **Sick Leave Cash Out.** Effective the date of this Agreement the Employee will be given the opportunity to receive cash payment for up to 80 hours of accumulated sick leave, as long as a minimum of 160 hours of accrued sick leave remains in her accrual bank after the payout. Employee will have this opportunity on July 1st of each fiscal year thereafter, as long as a minimum of 160 hours of accrued sick leave remains in her accrual bank after the payout.

6. **Vacation Leave Cash Out.** Employee will be given the opportunity once per fiscal year to receive cash payment for up to 50 hours of accumulated vacation leave, as long as a minimum of 120 hours of accrued vacation leave remains in her accrual bank after the payout.

7. **Vacation Accrual.** The maximum amount of unused vacation benefits that this employee may accrue is two hundred eighty (280) hours. After an employee has accrued the maximum amount, no further vacation benefits will accrue until the employee uses some portion of the maximum amount. When an employee uses vacation benefits so that the employee's earned but unused vacation benefits fall below the maximum, or when an employee is entitled to additional vacation benefits, the employee will resume earning vacation benefits from that day forward until the employee again has accrued the maximum amount. Excepting maximum accrual, the Employee will accrue Vacation in accordance with the District Personnel Manual

8. **Life Insurance.** The District shall provide, at its costs, a life insurance policy which insures Employee for the amount of one hundred thousand dollars (\$100,000).

9. **Travel – District Sanctioned.** On those occasions when the Employee is required to travel out of town on District Sanctioned business, the District will pay the reasonable expenses of such travel. If the employee uses their personal vehicle for travel on District Sanctioned business, mileage will be reimbursed at the IRS rate.

10. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

11. **Meeting with the Administrative Committee** If requested, Employee shall be afforded a meeting with the Administrative Committee of the District's Board of Directors around January 2024 to discuss, propose or negotiate salary, benefits, and general employment matters with the Employee. This committee may meet with Employee at other times in the discretion of the Committee.

12. **Term of agreement.** The term of this Agreement shall begin March 1, 2023 and extend to February 29, 2024. If a revised employment agreement is not entered into by the parties by March 1, 2024, then this Agreement shall continue in effect until February 28, 2025.

13. **Termination of Employment.** Employee is considered an at-will employee which means that employment may be terminated by Employee or Employer at any time and for any reason, with or without cause or advance notice. Additionally, Employee may be demoted or disciplined by Employer at any time at the discretion of Employer, with or without cause or advance notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMPLOYEE

CARPINTERIA VALLEY WATER DISTRICT

Brian King

By: _____
Case Van Wingerden, President
Board of Directors

ATTACHMENT A
SALARY RANGE
DISTRICT ENGINEER

Base	1	2	3	4	5
\$11,600.76	\$11,890.78	\$12,188.05	\$12,492.75	\$12,805.07	\$13,125.19
6	7	8	9	10	11
\$13,453.32	\$13,789.66	\$14,134.40	\$14,487.76	\$14,849.95	\$15,221.20

ATTACHMENT B

JOB DESCRIPTION DISTRICT ENGINEER

Carpinteria Valley Water District		
Job Description Form		
Division/Department: Engineering		
Location: 1301 Santa Ynez Ave.		
Job title: District Engineer		
Reports to: Robert T. McDonald		
Title: General Manager		
Certification Requirement: D3 T3	Type of position: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Contractor <input type="checkbox"/> Intern	Hours__40__/week <input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
General Description: Under general direction performs difficult engineering work; supervises, assigns, directs and assumes the responsibility for the work activities of those engaged in engineering, drafting, and inspection of construction work. Assists in matters relating to administrative policy, and budget preparation; assists in the preparation of various reports and analysis; assists in the coordination of office and field activities. Performs related duties as required.		

Duties and Responsibilities:

- ❖ Develops designs, plans, specifications and bid documents for the construction and development of District water system improvements.
- ❖ Provides project coordination and direction for technical engineering support staff.
- ❖ Assists staff with the processing of new water service applications.
- ❖ Prepares estimates of materials and quantities in the development of plans, profiles, maps, and drawings for construction projects.
- ❖ Prepares proposal requests for the advertisement of consulting services and construction projects.
- ❖ Performs construction project administration for Carpinteria Valley Water District projects.
- ❖ Oversees District's cross-connection and corrosion control activities.
- ❖ Prepares environmental assessment reviews.
- ❖ Meets with developers and outside engineers to discuss concepts and general requirements for new projects.
- ❖ Assists outside engineers with design of District water facilities, such as distribution piping, pump stations, pressure reducing stations, tanks, etc.
- ❖ Serves as resident engineer on construction projects.
- ❖ Assists contractors and the general public with questions regarding water pressure, water quality, sprinkler system design, water well design, and irrigation system design.
- ❖ Represents the District in coordination with other utilities, regulatory agencies, governmental bodies, planning agencies, trade and professional associations, technical groups, and developers.
- ❖ Prepares various statistical and other reports required by State and Federal Agencies.
- ❖ Prepares correspondence related to engineering functions.
- ❖ Represents the General Manager at meetings and conferences as delegated.
- ❖ Provides support to the General Manager in making presentations regarding engineering issues to the Board of Directors.

Physical Activities:

- ❖ Regularly uses a telephone and voice mail communication.
- ❖ Regularly uses office equipment such as computer terminals, calculators, personal computers, copiers, faxes, mailing equipment and printers.
- ❖ Frequently walks in uneven terrain, in an outdoor environment, making inspections and overseeing/administering District facilities and construction projects.
- ❖ Sits, stands and walks for extended time periods.
- ❖ Hearing and vision within normal ranges.
- ❖ Must be able to carry, push, pull, reach and lift up to 50 lbs., walking, some bending, reaching, stooping and squatting.
- ❖ May occasionally travel by airplane and automobile in conducting District business.

Ability to:

- ❖ Communicate in a clear, understandable fashion orally and in writing.
- ❖ Work in a positive, harmonious, professional, and competent manner with the public, customers, developers, and contractors, outside agencies and District employees.
- ❖ Accurately and effectively represent to customers, the content of District Rules, Regulations, and Ordinances controlling water service.
- ❖ Plan, carry out, and coordinate District engineering projects, particularly as they affect irrigation, water distribution system development and water conservation.
- ❖ Coordinate assigned engineering projects with District activities and services.
- ❖ Prepare and monitor project budgets.
- ❖ Prepare and develop plans, specifications, and District engineering standards.
- ❖ Ensure proper completion and inspection of major construction projects.
- ❖ Prepare and review a variety of engineering studies and reports.
- ❖ Use and operate computer systems and software packages in a proficient, competent manner related to engineering analysis and functions.
- ❖ Effectively represent the District's engineering functions with the public, other government agencies, contractors, developers, and professional engineering consultants.
- ❖ Carry out all duties in a manner that demonstrates positive concern for the District, its customers and its employees.
- ❖ Work in a fast paced, multi-tasked environment, performing work accurately.

Knowledge of:

- ❖ Principles and practices of civil engineering with particular emphasis on the design and construction of water system improvements such as distribution piping, storage, pump stations, treatment facilities, etc.
- ❖ Principles of engineering and their practical application to cross-connection and corrosion control programs.
- ❖ Laws, rules, ordinances, and regulatory processes governing water distribution and treatment.
- ❖ Contract development and administration.

Education and Experience:

Registered Civil Engineer in the state of California.

Five years experience in design of water system facilities including preparation of plans, specifications, and bid documents using AutoCAD, Civil 3D, Arcgis and/or other engineering computer software.

License Certification Requirements:

Possession of valid California Motor Vehicle Operator's License issued by the State Department of Motor Vehicles is required. Possession and proof of a good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration.

Possession of CA Department of Health Services Water Distribution License D3 and Water Treatment License T3 is required.

Possession of a valid and current certificate of registration as a Civil Engineer issued by the State of California.

EMPLOYMENT AGREEMENT

Operations and Maintenance Manager

This Employment Agreement (Agreement) is made and entered into this 1st day of July 2023, by and between the Carpinteria Valley Water District (the "District") and Greg Stanford (Employee) at Carpinteria, California, with reference to the following facts and intentions:

A. Employee is currently employed by the District in the position of Operations and Maintenance Manager;

B. The District desires to continue to employ Employee as its Operations and Maintenance Manager; and

C. Employee and the District wish to set forth the terms and conditions of Employee's employment in the position of Operations and Maintenance Manager in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions of this Agreement, **IT IS AGREED** as follows:

1. **Employment.** Employee will be employed as the Operations and Maintenance Manager of the District, subject to the supervision and direction of the General Manager. Employee shall perform his obligations and responsibilities as Operations and Maintenance Manager diligently within the time parameters indicated by the General Manager, applying the highest degree of professionalism, integrity and management to every aspect of his obligations.

2. **Salary.**

a. **Salary.** Effective March 5, 2023 employee's salary will be \$13,931.74 per month, Step 11 on Attachment A. Salary includes an 8% merit increase. Employee, as an executive employee, is exempt from overtime payments and entitlements under state and federal law. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the position. Operations & Maintenance Manager does not have any set hours of work as the Assistant General Manager is expected to be available at all times as necessary

b. **Salary Range Adjustments.** Absent a revised employment agreement being entered into by the parties by March 1, 2024, Employee's salary will be increased effective the first pay period beginning after March 1, 2024 in an amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a 2% minimum.

3. **Personnel Policies.** The provisions of the District's Personnel Manual, and any amendments or revisions thereto, shall apply and govern the terms and conditions of Employee's

employment with the District, except in the event of a conflict between this Agreement and the Personnel Policies, in which case the terms of this Agreement shall control.

4. **Administrative Leave.** Employee shall receive an annual allowance of five (5) days of administrative leave, accrued at the start of each fiscal year. Such administrative leave is in addition to other existing benefits, including vacation leave. Administrative leave days may be cashed out at any time within the fiscal year in which they are accrued.

5. **Sick Leave Cash Out.** Effective the date of this Agreement the Employee will be given the opportunity to receive cash payment for up to 80 hours of accumulated sick leave, as long as a minimum of 160 hours of accrued sick leave remains in her accrual bank after the payout. Employee will have this opportunity on July 1st of each fiscal year thereafter, as long as a minimum of 160 hours of accrued sick leave remains in her accrual bank after the payout.

6. **Vacation Leave Cash out.** Employee will be given the opportunity once per fiscal year to receive cash payment for up to 50 hours of accumulated vacation leave, as long as a minimum of 120 hours of accrued vacation leave remains in her accrual bank after the payout.

7. **Vacation Accrual.** The maximum amount of unused vacation benefits that this employee may accrue is two hundred eighty (280) hours. After an employee has accrued the maximum amount, no further vacation benefits will accrue until the employee uses some portion of the maximum amount. When an employee uses vacation benefits so that the employee's earned but unused vacation benefits fall below the maximum, or when an employee is entitled to additional vacation benefits, the employee will resume earning vacation benefits from that day forward until the employee again has accrued the maximum amount. Excepting maximum accrual, the Employee will accrue Vacation in accordance with the District Personnel Manual

8. **Life Insurance.** The District shall provide, at its costs, a life insurance policy which insures Employee for the amount of one hundred thousand dollars (\$100,000).

9. **Travel – District Sanctioned.** On those occasions when the Employee is required to travel out of town on District Sanctioned business, the District will pay the reasonable expenses of such travel. If the employee uses their personal vehicle for travel on District Sanctioned business, mileage will be reimbursed at the IRS rate.

10. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

11. **Meeting with the Administrative Committee.** If requested, Employee shall be afforded a meeting with the Administrative Committee of the District's Board of Directors

around January 2024 to discuss, propose or negotiate salary, benefits, and general employment matters with the Employee. This committee may meet with Employee at other times in the discretion of the Committee.

12. Term of agreement. The term of this Agreement shall begin March 1, 2023 and extend to February 29, 2024. If a revised employment agreement is not entered into by the parties by March 1, 2024, then this Agreement shall continue in effect until February 28, 2025.

13. Termination of Employment. Employee is considered an at-will employee which means that employment may be terminated by Employee or Employer at any time and for any reason, with or without cause or advance notice. Additionally, Employee may be demoted or disciplined by Employer at any time at the discretion of Employer, with or without cause or advance notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMPLOYEE

CARPINTERIA VALLEY WATER DISTRICT

Greg Stanford

By: _____
Case Van Wingerden, President
Board of Directors

ATTACHMENT A

SALARY RANGE

SALARY EFFECTIVE MARCH 5, 2023 (Includes 8% merit increase)

Base	1	2	3	4	5
\$10,618.00	\$10,883.45	\$11,155.54	\$11,434.43	\$11,720.29	\$12,013.29
6	7	8	9	10	11
\$12,313.63	\$12,621.47	\$12,937.00	\$13,260.43	\$13,591.94	\$13,931.74

ATTACHMENT B

JOB DESCRIPTION FOR OPERATION & MAINTENANCE MANAGER

<p>Carpinteria Valley Water District</p> <p>Job Description Form</p>		
<p>Division/Department: Operations</p>		
<p>Location: 1301 Santa Ynez Ave.</p>		
<p>Job title: Operations & Maintenance Manager</p>		
<p>Reports to:</p>		
<p>Title: General Manager</p>		
<p>Certification Requirement:</p> <p>Distribution IV Treatment III</p>	<p>Type of position:</p> <p><input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Contractor <input type="checkbox"/> Intern</p>	<p>Hours <u>40</u> /week</p> <p><input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt</p>
<p>General Description: Under general direction of the General Manager, supervises, assigns, directs and assumes the responsibility for the work activities of those engaged in: Maintenance, installation, repair or replacement of water distribution facilities; customer service, meter installation, repair or replacements, inventory operations and controls, District safety program, water treatment and filtration facilities and related functions. Assists the General Manager and District Engineer in planning extension, enlargements and modifications of the District distribution system, consults with them about matters relating to administrative policy, assists in the coordination of office and field activities.</p>		
<p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> • Plans, organizes, directs, and coordinates the operation and maintenance of the District's water treatment plants and distribution systems. • Responsible for District safety programs as District Safety Officer, holds monthly safety meetings and enforces safety procedures. • Supervises, participates in and assumes responsibility for: Maintenance, daily inspection of District facilities, installation, repair, replacement, and/or modification of the District facilities, 		

- installation, repair, replacement, and/or modification of the District distribution system; meter installations, repair and replacements.
- Provides general management and administration of the District's water treatment plants and distribution systems, including centralized communications-control systems.
 - Assists in purchase of materials and meters, maintains inventory controls of same.
 - Maintains records as they pertain to labor, material and equipment; and all other records as required by the needs of activities in the field.
 - Responsible for repair and/or replacement of transportation and construction equipment fleet.
 - Represents District regarding water treatment and distribution functions with the public, contractors, and representatives of other government
 - Assists Assistant General Manager with inventory controls and labor and job distributions.
 - Provides, supervision, training, and work evaluation for assigned personnel.
 - Develops the water treatment and distribution budget and controls costs
 - Reviews employee effectiveness and personnel evaluations with field and plant foremen.
 - Maintains District water treatment and filtration facilities and ensures the safety procedures of use of chlorine and other related chemicals.
 - Performs all other related tasks as assigned.
 - Maintains effective public relations.

Physical Activities:

- Travels regularly by automobile to inspect District facilities and operations.
- Occasionally works in an outdoor environment.
- Communicates orally with District Board members, co-workers, and the public in face-to-face, one-to-one, and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment.
- Walks on uneven terrain.
- Sits for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Qualifications:

Has the ability to coordinate contractors and District activities. Create an atmosphere of harmony between the District and outside utilities. Provide leadership for all field personnel. Have five years of increasingly responsible and diversified experience in the operation and maintenance of a water distribution systems and treatment facilities. Education will include graduation from high school and completion of formal or in-service training relative to water works operation or any combination of education or training and experience.

Knowledge:

- Principles, methods, and practices used in water treatment and distribution for public consumption.
- Principles, methods, and practices used in communications-control equipment installation, operation, maintenance, and repair.
- Chemical and quality testing of water conditions.
- Principles, methods, and practices used in water treatment plant maintenance and construction work.
- Rules, regulations, and codes applicable to District water treatment and distribution functions.
- District policies, rules, regulations, and procedures.
- Work safety standards and requirements.
- Principles of budget development and expenditure control.
- Principles and practices of personnel administration.

License:

Possession of valid California Motor Vehicle Operators License is required and employee's driving records must be in accordance with the *Safe Driving Program* as defined in the District Employees Manual.

Possession of a good driving record is required.

Possession of CA Department of Health Services Water Distribution License D4 and CA Department of Health Services Treatment License T3 is required.

Possession of any other appropriate certification as required by the CA Department of Health Services.

EMPLOYMENT AGREEMENT

ADMINISTRATIVE ASSISTANT – CONFIDENTIAL

This Amended Employment Agreement (Agreement) is made and entered into this 1st day of July 2023 by and between the Carpinteria Valley Water District (the "District") and Lisa Wener Silva (Employee) at Carpinteria, California, with reference to the following facts and intentions:

A. Employee is currently employed by the District in the position of Administrative Assistant – Confidential, a confidential position within the meaning of Section 3(f) of District Resolution No. 4994;

B. Employee and the District wish to set forth the terms and conditions of Employee's ongoing employment in the position of Administrative Assistant - Confidential in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions of this Agreement, **IT IS AGREED** as follows:

1. Employment. Employee will continue to be employed by the District as the Administrative Assistant - Confidential, subject to the supervision and direction of the Assistant General Manager. Employee shall perform her obligations and responsibilities as Administrative Assistant - Confidential as set forth in the job description, attached as Attachment "A," diligently within the time parameters indicated by the Assistant General Manager, applying the highest degree of professionalism and integrity to every aspect of her obligations.

2. Salary and Step Increases.

a. Salary. Effective March 5, 2023 employee's salary will be \$39.54 per hour, Step 5 on Attachment B. Salary includes a 4% merit increase. Employee is a non-exempt employee, subject to the payment of overtime compensation as provided in the District Personnel Manual.

b. Salary Range Adjustments.

Absent a revised employment agreement being entered into by the parties by March 1, 2024, Employee's salary will be increased effective the first pay period beginning after March 1, 2024 in an amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a 2% minimum and 3% maximum.

3. Personnel Policies. The provisions of the District's Personnel Manual, and any amendments or revisions thereto, shall apply and govern the terms and conditions of Employee's employment with the District, except in the event of a conflict between this Agreement and the Personnel Policies, in which case the terms of this Agreement shall control.

4. District Secretary. At the sole discretion of the Board of Directors of the District, Employee may be appointed District Secretary pursuant to Water Code section 30540(a). Employee also may be removed from the position of District Secretary at the sole discretion of the Board of Directors of the District. If Employee is appointed District Secretary, during the period she serves as District Secretary she will receive premium pay equal to 5% of her base salary.

5. **Administrative Leave.** Employee shall receive an annual allowance of five (5) days of administrative leave, accrued at the start of each fiscal year. Such administrative leave is in addition to other existing benefits, including vacation leave. Administrative leave days may be cashed out at any time within the fiscal year in which they are accrued.

6. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7. **Term of agreement.** The term of this Agreement shall begin March 1, 2023 and extend to February 29, 2024. If a revised employment agreement is not entered into by the parties by March 1, 2024, then this Agreement shall continue in effect until February 28, 2025.

8. **Meeting with Ad Hoc Committee.** An ad hoc committee of the District's Board of Directors will arrange to meet with Employee around January 2024 to discuss status of employment and general matters with the Employee. This ad hoc committee may meet with Employee at other times in the discretion of the ad hoc committee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMPLOYEE

CARPINTERIA VALLEY WATER DISTRICT

Lisa Wener Silva

By: _____
Case Van Wingerden, President
Board of Directors

ATTACHMENT A

**CARPINTERIA VALLEY WATER DISTRICT
JOB DESCRIPTION**

Position: Administrative Assistant - Confidential
Supervisor: Assistant General Manager
Status: Non-Exempt

General Job Description

Under direction of the Assistant General Manager (AGM), organizes and maintains all District files, including those of the Secretary; performs various clerical and sometimes confidential communication tasks in support of the General Manager (GM) in matters concerning the Board of Directors, District employees, employer-employee relations, and meetings and schedules with outside agencies; provides general clerical support for department managers; completes weekly Accounts Payable processing; provides back-up support for Business Office customer service on an as-needed basis; performs special project assignments for the AGM on an as-needed basis.

Examples of Duties

- ❖ Manages and maintains system for record keeping for the District as a whole, including all Board Secretary documents such as agendas, minutes and resolutions.
- ❖ Reviews and verifies source documents for proper format and filing.
- ❖ Assists the AGM in managing and maintaining record keeping for general and confidential personnel records and matters pertaining to employer-employee relations.
- ❖ Assists GM and AGM in personnel recruitment screening, testing, and other tasks confidential in nature related to the hiring process.
- ❖ Assists AGM and GM in confidential matters pertaining to the administration of employer-employee relations, including in connection with the meet and confer process, such as preparing correspondence and documents, record keeping, obtaining requested information and performing related research and investigation.
- ❖ Maintains Board member elections and filing documents, including Conflict of Interest Statements.
- ❖ Schedules meetings, travel and appointments for Directors and staff; prepares itineraries and makes reservations as necessary
- ❖ Assists GM with meeting schedules and report deadlines; informs GM of actual or potential scheduling conflicts.
- ❖ Records and processes Board Monthly Meeting Report for payment of Board fees.
- ❖ Handles requests from public and other agencies for information and surveys.
- ❖ Handles mailings for AGM, GM and Department Managers.
- ❖ Provides occasional front office support.
- ❖ Maintains proper inventory of central office supplies and purchases/restocks as necessary.

- ❖ Processes weekly Accounts Payable invoices and reporting.
- ❖ Assists GM in production of Board meeting agendas and packet materials, including distribution.
- ❖ Maintains staff and director training logs and schedules as necessary.
- ❖ Maintains District contact lists.
- ❖ Opens and processes customer payments; distributes all other mail to Department heads.
- ❖ Performs various other clerical duties as workloads, temporary absences or emergencies dictate.

Types of Physical Activities

- ❖ Regularly uses a telephone for communication.
- ❖ Regularly uses office equipment such as computer terminals, copiers, and FAX machines.
- ❖ Sits/stands for extended time periods.
- ❖ Communicates orally with District management, co-workers, and the public in face-to-face, one-to-one and group settings.
- ❖ Maintains constant attention to detailed records.
- ❖ May occasionally travel by automobile in conducting District business.

Special Requirements

Possession of a valid California Motor Vehicle Operators License. Driving record must be in accordance with the *Safe Driving Program* as defined in the District Employees Manual.

Employment Standards

Knowledge of:

- ❖ Development and maintenance of filing and record keeping systems.
- ❖ Computer systems and software applications related to District management support and administrative functions, which include: MS Word, MS Excel, MS Access, MS Powerpoint and MS Outlook.
- ❖ Correct English usage, spelling, grammar, and punctuation.
- ❖ Principles of work coordination.
- ❖ Operations, procedures, and policies of the District.

Ability to:

- ❖ Establish and maintain cooperative working relationships.
- ❖ Skillfully operate computer systems and software packages for data entry, report generation, and report development.
- ❖ Maintain records.
- ❖ Appropriately handle, and restrict the disclosure of, confidential information and matters.
- ❖ Work with others to resolve and correct data problems and discrepancies.
- ❖ Prepare oral and written reports.
- ❖ Make arithmetical calculations quickly and accurately.
- ❖ Obtain price quotations and locate product availability.
- ❖ Collect, organize, interpret and evaluate a variety of information and data.

- ❖ Interpret laws, legislation, ordinances, and administrative policies and procedures.
- ❖ Effectively represent the District, including its programs and policies, with the public and other agencies.

Desirable Education and Experience

A relevant Bachelor's or Associate's degree is preferred as well as a minimum of four (4) years of increasingly responsible experience in performing a variety of office and administrative support work, preferably in working with a water agency.

ATTACHMENT B

**SALARY RANGE
ADMINISTRATIVE ASSISTANT – CONFIDENTIAL**

Effective March 5, 2023 (includes 4% Merit)

Base	1	2	3	4	5
\$34.95	\$35.82	\$36.72	\$37.64	\$38.58	\$39.54
\$6,058.12	\$6,209.57	\$6,364.81	\$6,523.93	\$6,687.03	\$6,854.21

6	7	8	9	10	11
\$40.53	\$41.55	\$42.58	\$43.65	\$44.740	\$45.858
\$7,025.56	\$7,201.20	\$7,381.23	\$7,565.76	\$7,754.91	\$7,948.78

EMPLOYMENT AGREEMENT

ACCOUNTANT/IT TECHNICIAN

This Employment Agreement (Agreement) is made and entered into this 1st day of July 2023 by and between the Carpinteria Valley Water District (the "District") and Laurie Richards (Employee) at Carpinteria, California, with reference to the following facts and intentions:

a. Employee and the District wish to set forth the terms and conditions of Employee's employment in the part time position of Accountant/IT Technician in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions of this Agreement, **IT IS AGREED** as follows:

1. **Employment.** Employee will be employed as the Accountant/IT Technician, of the District, subject to the supervision and direction of the Assistant General Manager. Employee shall perform her obligations and responsibilities as Accountant/IT Technician diligently within the time parameters indicated by the Assistant General Manager, applying the highest degree of professionalism, integrity and management to every aspect of her obligations.

2. **Salary.**

Salary. Effective October 16, 2022 employee's salary will be \$78.95 per hour, Step 11 on Attachment A. Salary includes a 7% merit increase. Although the employee is paid hourly, Employee will be required to be available for unrestricted duty to respond to District IT emergency calls and perform scheduled IT maintenance during off hours. Employee will be provided with a cellular telephone and must be able to respond to emergency IT related calls, as further described in Attachment B.

It is the employee's responsibility to ensure that she is able to be contacted by telephone while assigned to stand-by and keep the District informed of any changes in her alternate telephone number.

Employee will receive an additional fixed rate of \$12,000 per year, or \$1,000 per month to compensate them for her IT duties.

Employee shall be paid for all hours worked responding to emergency events after hours at the rate of time and a half Monday thru Friday 5 p.m. to midnight and Saturday from 6 a.m. to midnight, and at the rate of double time for Holidays and Sundays and every night from midnight to six a.m. Employee shall report any hours worked to her supervisor so they may be accurately recorded and compensated.

b. **Salary Range Adjustments.** Absent a revised employment agreement being entered into by the parties by March 1, 2024, Employee's salary will be increased effective the first pay period beginning after March 1, 2024 in an amount equal to the increase in the cost of living per the CPI, Los Angeles-Long Beach-Anaheim, Urban Wage Earners and Clerical Workers, December to December, with a 2% minimum.

3. **Personnel Policies.** The provisions of the District's Personnel Manual, and any amendments or revisions thereto, shall apply and govern the terms and conditions of Employee's employment with the District, except in the event of a conflict between this Agreement and the Personnel Policies, in which case the terms of this Agreement shall control.

4. Administrative Leave. Employee shall receive an annual allowance of five (5) days of administrative leave, accrued at the start of each fiscal year. Such administrative leave is in addition to other existing benefits, including vacation leave. Administrative leave days may be cashed out at any time within the fiscal year in which they are accrued.

5. Vacation Leave Cash Out. Employee will be given the opportunity once per fiscal year to receive cash payment for up to 40 hours of accumulated vacation leave, as long as a minimum of 150 hours of accrued vacation leave remains in her accrual bank after the payout.

6. Vacation Accrual. Employee's current maximum accrual of 200 hours will be increased to two hundred forty (240) hours. After an employee has accrued the maximum amount, no further vacation benefits will accrue until the employee uses some portion of the maximum amount. When an employee uses vacation benefits so that the employee's earned but unused vacation benefits fall below the maximum, or when an employee is entitled to additional vacation benefits, the employee will resume earning vacation benefits from that day forward until the employee again has accrued the maximum amount. Excepting max accrual, the Employee will accrue Vacation in accordance with the District Personnel Manual.

7. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

8. Meeting with the Administrative Committee. If requested, Employee shall be afforded a meeting with the Administrative Committee of the District's Board of Directors around January 2024 to discuss, propose or negotiate salary, benefits, and general employment matters with the Employee. This committee may meet with Employee at other times in the discretion of the Committee.

9. Term of agreement. The term of this Agreement shall begin March 1, 2023 and extend to February 29, 2024. If a revised employment agreement is not entered into by the parties by March 1, 2024, then this Agreement shall continue in effect until February 28, 2025.

10. At-Will Status. This Agreement does not modify the Employee's at will status. Employee not promised employment for any definite period, and their employment can be terminated by either the Employee or the District, at any time, with or without cause, and with or without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMPLOYEE

CARPINTERIA VALLEY WATER DISTRICT

Laurie Richards

By: _____
Case Van Wingerden, President
Board of Directors

Attachment A

SALARY RANGE FOR ACCOUNTANT / IT TECHNICIAN

Effective October 16, 2022 (includes 7% Merit)

Base	1	2	3	4	5
\$60.16	\$61.66	\$63.21	\$64.79	\$66.41	\$68.07
\$10,427.73	\$10,688.43	\$10,955.64	\$11,229.53	\$11,510.27	\$11,798.02

6	7	8	9	10	11
\$69.77	\$71.51	\$73.30	\$75.13	\$77.01	\$78.95
\$12,092.97	\$12,395.30	\$12,705.18	\$13,022.81	\$13,348.38	\$13,684.16

Attachment B

On Call Hours Response Times

For non-emergency IT issues during normal working hours 8:00 – 5:00, employees will send Teams messages. IT Technician will respond to Teams messages within an hour (60 minutes) to set a date and time for error resolution. If the situation warrants, due to complexity or criticality, the IT Technician may choose to refer the issue to the appropriate support provider.

For non-emergency IT issues outside normal working hours (before 8:00 AM or after 5:00 PM M-F), employee will send a Teams message. IT Technician will respond the following workday. For emergency IT issues occurring any time of day, managers, and in the event managers are unavailable, employees will call the IT on-call phone. Examples of emergency issues include such issues as the VPN is down causing remote users to be unable to work, a critical application does not work for multiple users, or a server report as failing or unavailable. IT Technician will begin problem resolution within one hour if the issue is not immediately referred to a support provider. If the issue is referred, the IT Technician will monitor ticket for timely completion and will accurately record all time worked on the response.

Changes to on-call response times can be made with the approval of Assistant General Manager and without modifying this employment agreement.

Designated Off Call Times

The IT Technician will schedule in advance periods of time for which they are not available on-call and provide managers with alternate contacts during this time period.