

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

33129 Cole Grade Road  
Pauma Valley, CA 92061  
PHONE: (760) 742-1909 | FAX: (760) 742-1588

**REGULAR MEETING  
SUPPLEMENTAL MATERIALS PACKET**

**DATE:** Tuesday, May 26<sup>th</sup>, 2026  
**TIME:** 10:00 AM – **Open Session**  
**VENUE:** Board Room, Pauma Valley Community Services District  
33129 Cole Grade Road, Pauma Valley, CA 92061

**Pauma Valley Community Services District Mission**

*“The mission of the Pauma Valley Community Services District is to protect the public health and environment of its community by providing effective wastewater management and stormwater drainage control, life safety assistance, security services, and exceptional customer care.”*

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Minutes of a Regular Meeting of the Board of Directors**

**Held on March 23<sup>rd</sup>, 2026**

**Directors Present:** Fred Nelson, Richard Collins, Michael Esparza, Lolo Levy, and Zan Villanueva  
**Staff Present:** General Manager Eric Steinlicht, Office Manager Marissa Fehling, and Administrative Assistant Maritza Chaloux  
**Also Present:** Residents Janet Scott, Michael Martello, Jim Fischer with Fischer Compliance, LLC, Rich Cunningham with Fischer Compliance, LLC, and Consultant Jeff Armstrong

1. Call to Order: The Regular Meeting was called to order at 10:00 a.m. by Fred Nelson
2. Pledge of Allegiance: The Pledge of Allegiance was led by Jeff Armstrong.
3. Roll Call: Office Manager Fehling conducted roll call and confirmed that a quorum was present.
4. Public Comment Period:  
No public comments were received.
5. Approval of Agenda:  
General Manager Steinlicht explained the Brown Act 72-hour rule regarding agenda items for Regular Meetings.

*The Board, by consensus, agreed to consider Item No. 24 (PVCCE HOA1 Proposals) out of order prior to other Action and Discussion Items.*

**– CONSENT ITEMS –**

Items 6-12 appearing on the Consent Calendar may be voted on by a single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors or public requests removal prior to a vote on a motion to approve the items. Such items removed will be considered separately for action by the Board.

6. Minutes of the Regular Board Meeting on January 26<sup>th</sup>, 2026
7. Minutes of the Special Board Meeting on March 6<sup>th</sup>, 2026
8. Review of Variance Report, Balance Sheet, Revenue and Expense Report
9. Accounts Receivable Report
10. Security Division Report
11. Professional Services Agreement with Carollo Engineering
12. Resolution Number One Hundred and Thirty-Six, Board Member Code of Ethics and Conduct Policy

A motion was made by Director Esparza to approve the Consent Calendar as presented, seconded by Director Collins.

**Motion:** Approve Consent Calendar Items 6-12

**Result:** Approved (Unanimous)

**Moved by:** Director Esparza

**Seconded by:** Director Collins

**– CLOSED SESSION –**

13. The Board of Directors will meet in a Closed Session to discuss:

A. PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

Title: General Manager  
Authority: Government Code Section 54957

B. PUBLIC EMPLOYEE APPOINTMENT

Title: General Manager  
Authority: Government Code Section 54957  
Conference with Labor Negotiator  
District Representative: Secretary Mike Esparza  
Employee: General Manager  
Authority: Government Code Section 54957.6

The Board entered closed session at 10:08 a.m.

The Board reconvened to open session at 10:15 a.m.

The following reportable action was taken in closed session:

The Board approved Amendment No. 3 to the General Manager's Employment Contract, increasing the base salary to \$162,904.

– ACTION ITEMS –

14. Amendment to the General Manager's Contract

The Board of Directors will consider the approval of an additional amendment to the General Manager's Employment Contract.

Staff Recommendation:

Discuss and take action as appropriate.

The Board approved Amendment #3 to the General Manager's Employment Contract, increasing base pay to \$162,904.

**Motion:** Approve Amendment #3 to the General Manager's Employment Contract.

**Result:** Approved

**Moved by:** Director Villanueva

**Seconded by:** Director Nelson

**Abstained by:** Director Collins

15. Strategic Plan Presentation and Approval

The Board of Directors will consider approving the newly created District Strategic Plan as presented.

Staff Recommendation:

1. Review and Approve the Strategic Plan.
2. Discuss and take other action as appropriate.

Consultant Jeff Armstrong presented the final draft of the District's first-ever strategic plan. The plan incorporates a revised mission statement, "SMART" guiding principles, and six strategic priorities. The "vital few" initiatives for the next 3-5 years include a long-range financial plan, a capital improvement/asset management plan, a KPI program, workforce development, and improved stakeholder communication. The General Manager's priority list has been integrated with the strategic plan to create a unified tracking system. The Board will formally review the strategic plan every three years and informally review progress at least annually.

**Motion:** To approve the newly developed District Strategic Plan as presented.

**Result:** Approved (Unanimous)

**Moved by:** Director Esparza

**Seconded by:** Director Villanueva

**– DISCUSSION ITEMS –**

16. Sewer System Management Plan (SSMP) Required Updated and Compliance Presentation  
General Manager Steinlicht and consultants highlighted the critical August deadline for a mandatory SSMP update. State regulations were updated in 2022, becoming more stringent. The district’s current 350-page SSMP is considered unusable in an emergency, and the goal is a more concise 60-page document. The cost for an external firm to rewrite the SSMP is estimated at \$25,000 to \$40,000. The Board acknowledged the urgency and critical importance of the SSMP update before the August deadline.

**– DISCUSSION ITEMS –**

17. Radio Frequency Identification Device (RFID) Fee for the Pauma Valley Roadway Association (PVRA)  
The Board discussed and settled on a \$40 per month flat fee for the Pauma Valley Roadway Association for deactivating RFIDs of delinquent homeowners.
18. Security Division Ad-Hoc Committee Update and Radio Frequency Identification Device (RFID) Policy  
The Board clarified that the CSD’s security team lacks legal authority to enforce traffic codes on the Roadway Association’s private roads. This responsibility lies with the association. The CSD could only provide this service under a formal, fully-funded contract.
19. Rancho Pauma Mutual Water Company Ad-Hoc Committee Update  
President Nelson provided an update.
20. Dental and Vision Benefits Evaluation, Comparison, and Consideration  
Staff was directed to research costs for both a direct insurance plan and an equivalent HRA cash contribution and present the proposals at a future meeting.
21. District Transparency Certificate of Excellence  
An update was provided by Director Esparza. General Manager Steinlicht to coordinate with the third-party reviewer to complete the review process and submit the application.
22. Fiscal Year 2027 Annual Budget Preparation and Timeline  
Treasurer Levy informed that a draft budget would be provided at the next regular meeting.
23. Solar Project Update  
General Manager Steinlicht provided an update.

**– ACTION ITEMS –**

24. Pauma Valley Country Club Estates (PVCCE) Homeowners Association One (HOA1) Proposals  
The Board of Directors will consider two proposals submitted on behalf of HOA1 for storm drain walkway improvement and request to utilize District staff for HOA1 administrative functions.

Staff Recommendation:

Discuss and take other action as appropriate.

Martello informed that HOA1 proposed a partnership to improve a public walkway. After discussion on cost-sharing, liability, and installation methods, the Board deferred the decision until the following regular board

meeting. An ad hoc committee led by Director Levy and Villanueva was formed to approach the golf club for cost-sharing and report back at the next regular meeting. Staff was directed to provide HOA1 with an updated list of closed escrows. A motion was made for General Manager Steinlicht to begin providing the approved administrative support to HOA1 at the fully burdened rate.

**Motion:** To defer the walkway improvement project until April 2026 and approve providing administrative services to HOA1.

**Result:** Approved

**Moved by:** President Nelson

**Seconded by:** Director Levy

25. Local Agency Formation Commission (LAFCO) Resolution for Various Annexations

The Board of Directors will consider the attached Board letter, LAFCO Letter, and authorizing Resolution Number 136, which formally approves “Island” annexations as well as “Sphere of Influence” boundary expansions to complete the LAFCO process, thus ensuring that all parcels receiving service are now within the District’s Sphere of Influence.

Staff Recommendation:

1. Adopt Resolution Number 137 authorizing various annexations into the District’s service area.
2. Discuss and take other action as appropriate.

General Manager Steinlicht provided an update. The Board approved moving forward with the LAFCO process to formally annex areas receiving service. They agreed to absorb an unforeseen additional cost of \$3,000-\$8,000 rather than re-billing residents. General Manager Steinlicht to proceed with the application and pay the required fees as soon as possible.

**Motion:** Adopt Resolution Number 137 authorizing various annexations into the District’s service area.

**Result:** Approved

**Moved by:** Director Esparza

**Seconded by:** Director Collins

26. Cost-of-Living Adjustment (COLA) for Fiscal Year 2027

The Board of Directors will consider approving a Cost-of-Living Adjustment (COLA) for Fiscal Year 2027

Staff Recommendation:

1. Adopt Resolution Number 138 authorizing a four percent (4%) Cost-of-Living Adjustment and updating the Salary Schedule as needed to reflect that same adjustment.
2. Discuss and take other action as appropriate.

**Motion:** Adopt Resolution Number 138 authorizing staff to implement the 4% COLA effective July 1, 2026.

**Result:** Approved

**Moved by:** President Nelson

**Seconded by:** Director Esparza

– INFORMATIONAL ITEMS –

27. General Manager’s Report

General Manager Steinlicht provided his report.

28. Miscellaneous Items

- A. Requested items for future agendas (**Directors and Staff Only**)

- a) Salary and Total Compensation Study (Agendized)
  - b) Critical Spare Part Inventory/Replacement Program and Computerized Maintenance Management System (CMMS) (In Progress)
  - c) Employee Satisfaction Survey (Agendized)
- B. Board Comments- None  
C. Announcements- None  
D. Next Regular Meeting of the Board:  
d) Tuesday, May 26<sup>th</sup>, 2026 at 10:00 AM

**– CLOSED SESSION –**

29. The Board of Directors Will Meet in a Closed Session to Discuss:

- C. CONFERENCE WITH LEGAL COUNSEL  
Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
Rancho Pauma Mutual Water Company vs Pauma Valley Community Services District  
(San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)
- D. CONFERENCE WITH LEGAL COUNSEL  
Potential/Threatened/Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)  
(Three (3) Matters)

The Board entered closed session at 12:15 p.m.

30. Open Session

- A. Reportable Actions.

The Board reconvened to open session at 1:25 p.m. with no reportable actions.

31. Adjournment

With nothing further to discuss, the meeting adjourned at 1:25 p.m.

*Marissa Fehling*

Marissa Fehling, Recording Secretary

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Minutes of a Special Meeting of the Board of Directors**

**Held on March 24th, 2026**

**Directors Present:** Michael Esparza, Zan Villanueva, and Lolo Levy  
**Directors Absent:** Fred Nelson and Richard Collins  
**Staff Present:** General Manager Eric Steinlicht  
**Also Present:** Jeff Morris of DPMC, Residents Todd Banks, Roland Skumawitz, Janet Scott, Ron Krohn, and Pamela Lee, Davinder Heyre

1. Call to Order: The Special Meeting was called to order at 6.05 p.m.
2. Pledge of Allegiance: The Pledge of Allegiance was led by General Manager Steinlicht.
3. Roll Call: General Manager Steinlicht conducted roll call and confirmed that a quorum was present.
4. Public Comment Period:  
No public comments were received.
5. Approval of Agenda  
The agenda was reviewed. There were no changes.

**-- DISCUSSION ITEMS --**

6. Security Division Ad-Hoc Meeting and the Pauma Valley Roadway Association (PVRA)  
The Board received an overview of the Security Division Ad-Hoc Committee and related coordination with the Pauma Valley Roadway Association (PVRA). Discussion included operational considerations, communication between the District and PVRA, potential areas of collaboration regarding security services, and recommendations from the District regarding what PVRA might consider for the future.
7. Adjournment  
With nothing further to discuss, the meeting adjourned at 7:06 p.m.

Eric Steinlicht, Recording Secretary

**Pauma Valley Community Service District  
Budget to Actual (Unaudited)  
For the Period April 30, 2026**

	April 2026	YTD	Budget	\$ (Over)/Under Budget
<b>Operating Revenue</b>				
1	\$ 61,830	\$ 539,190	\$ 673,490	\$ 134,300
2	63,970	591,936	719,866	127,930
3	46,661	460,020	553,388	93,368
4	48,086	139,848	138,600	(1,248)
5	-	28	-	(28)
6	3,750	37,500	34,544	(2,956)
7	-	1,460	-	(1,460)
8	-	43,006	-	(43,006)
9	6,773	30,761	8,520	(22,241)
10				
11	<b>Total Operating Revenue</b>	<b>231,071</b>	<b>1,843,750</b>	<b>2,128,408</b>
	<b>Expense</b>			
	<b>Salaries and Benefits</b>			
12	92,466	824,235	956,557	132,322
13	5,756	86,083	108,700	22,617
14	6,914	64,166	81,367	17,201
15	8,837	85,752	81,192	(4,560)
16	292	779	2,500	1,721
17	2,082	21,291	24,442	3,151
	<b>Total Salaries &amp; Benefits</b>	<b>116,346</b>	<b>1,082,307</b>	<b>1,254,758</b>
	<b>Operations &amp; Administrative Expenses</b>			
18	723	8,592	10,500	1,908
19	5,593	66,498	65,000	(1,498)
20	11,539	49,690	64,020	14,330
21	23	529	2,502	1,974
22	664	6,521	10,000	3,479
23	475	4,227	4,900	673
24	8,700	72,300	97,020	24,720
25	-	-	5,000	5,000
26	18,051	48,964	50,000	1,036
27	-	11,760	15,000	3,240
28	-	133,330	1,000	(132,330)
29	1,930	35,787	40,000	4,213
30	454	12,962	16,000	3,038
31	3,471	34,999	40,000	5,001
32	-	-	10,000	10,000
33	3,158	27,561	30,000	2,439
34	350	1,526	1,500	(26)
35	284	3,670	5,000	1,330
36	1,323	6,181	5,000	(1,181)
37	1,417	16,466	20,000	3,534
38	5,475	15,215	30,000	14,785
39	-	32,150	32,150	-
40	560	5,822	10,000	4,178
41	609	14,895	16,000	1,106
42	658	8,548	15,000	6,453
43	8,289	78,630	56,000	(22,630)
44	-	117	300	183
45	271	8,481	10,000	1,519
46	-	20,000	20,000	-
47	-	10,970	11,200	230
48	5,531	34,607	50,000	15,393
49	-	5,940	-	(5,940)
50	1,458	23,025	40,000	16,975
	<b>Total Expense</b>	<b>81,006</b>	<b>799,960</b>	<b>783,092</b>
	<b>Net Revenue / (Expense) Before Capital</b>	<b>33,720</b>	<b>(38,517)</b>	<b>90,558</b>
	<b>Capital</b>			
51	<b>Total Expense From Capital</b>	<b>-</b>	<b>-</b>	<b>-</b>
52	<b>Net Revenue / (Expense)</b>	<b>33,720</b>	<b>(38,517)</b>	<b>90,558</b>

**Pauma Valley Community Service District**  
**Balance Sheet (Unaudited)**  
**As of April 30, 2026**

<b>ASSETS</b>		
	<b>Cash/Investment</b>	
1	Cash	295,098
2	LAIF	691
3	Petty Cash	368
4	LAIF Fair Market Value	1
	<b>Total Cash/Investments</b>	<b>296,158</b>
	<b>Accounts Receivable</b>	
5	Dues Receivable	30,451
6	Accounts Receivable	1,807
	<b>Total Accounts Receivable</b>	<b>32,258</b>
	<b>Other Current Assets</b>	
7	Due from RPMWC	20,955
8	Allowance Account	4,944
9	Prepaid Insurance	2,459
10	Prepaid Solar Rooftop Lease	21,250
	Payroll Asset	-
	<b>Total Other Current Assets</b>	<b>50,878</b>
	<b>Fixed Assets, Net</b>	<b>2,419,588</b>
	<b>Other Assets</b>	
11	Investment in USLRGMA	(2)
12	Deferred Outflows - Contributions	79,996
13	Pension Related	390,954
14	<b>Total Other Assets</b>	<b>470,948</b>
	<b>TOTAL ASSETS</b>	<b>\$ 3,269,831</b>
<b>LIABILITIES</b>		
	<b>Current Liabilities</b>	
15	HRA Payable	25,811
16	PERS Vacation Liability	6,122
17	Accrued State Payroll Taxes	24
18	Health Payable	289
19	AFLAC Payable	470
20	Compensated Absences	54,474
21	LAFCO Annex Fees Pass-Through	11,868
22	<b>Total Current Liabilities</b>	<b>98,710</b>
	<b>Long Term Liabilities</b>	
23	Net Pension	235,038
24	Deferred Inflows - Pensions	605,358
	<b>Total Long Term Liabilities</b>	<b>840,396</b>
	<b>TOTAL LIABILITIES</b>	<b>939,106</b>
	<b>Fund Balance</b>	
25	Retained Earnings	2,369,141
26	Net Income	(38,517)
	<b>Total Fund Balance</b>	<b>2,330,624</b>
	<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 3,269,731</b>

PV COMMUNITY SERVICES DISTRICT  
**Vendor Check Payments Over 5k**  
 April-2026

Type	Date	Name	Memo	Account	Paid Amount
Bill Pmt - Check	04/30/2026	Calpers		105- FS Checking	
				203.5- Pers Payable	-4,924 0
				203.5- Pers Payable	-783 #
				954- Gate Repairs & Maintenance	-5,707
TOTAL					<u>-5,707</u>
Bill Pmt-Check	04/06/2026	CRWRMA	Liability Insurance	105-FS Checking	
				717- Plant Liability	-3,802
				823-E&O Liability Ins.	-700
				911- Security Liability	-4,305
				952- Gate Liability	-1,204
					-10,011
TOTAL					<u>-10,011</u>
Bill Pmt-Check	4/30/2026	Downstream Services, Inc	Hot Spot Cleaning	105-FS Checking	
				712-Plant Repairs & Maintenance	10,662
				712-Plant Repairs & Maintenance	5,898
					-16,560
TOTAL					<u>-16,560</u>
Bill Pmt - Check	4/30/2026	Platinum Strategies Inc.	Account Review 2/28/2026-3/30/2026	105-FS Checking	
				819-Accounting	-5,113
TOTAL					<u>-5,113</u>
	4/28/2026	SDGE	Mar 24 - Apr 22-2026	105-FS Checking	
				714-Electricity-Plant	3773.9
				812.2- Office Electricity	786.31
				125- Due from RPMWC	786.31
				714-Electricity-Oaktree	687.74
					-6034
TOTAL					<u>-6034</u>
	4/8/2026	Water Quality Specialists	March-2026- INV# 11218	105-FS Checking	
				Operator Contract Services	-8700
TOTAL					<u>-8700</u>

# PAUMA VALLEY COMMUNITY SERVICES DISTRICT

## Financial Statement Analysis

April 2026 – Unaudited

*This report reflects the District's financial performance for April 2026 and for the fiscal year through April 30, 2026, compared with the amended budget.*

Overall, April was a strong operating month, with net income of \$33,720. The positive April result was largely driven by the seasonal property tax receipt in April, steady service charge revenues, and continued reimbursement-related revenue recorded in Other Revenue. Even with a positive April month, the District remains at a year-to-date net loss of \$38,517, primarily because repairs and maintenance, SCADA-related work, electricity, and professional services have outpaced the adopted budget earlier in the year.

## Revenues

**Line 1 – Sewer Charges:** – Monthly invoicing is based on strength of use and varies by tax area. Base charges are assessed for 444.11 EDUs in the tax area and 25.48 EDUs in the out-of-tax area. Use charges are billed by strength category: Domestic (377.76 EDUs), Low Strength (26.98 EDUs), Medium Strength (19.71 EDUs), and High Strength (34.57 EDUs).

- *April revenue totaled \$61,830, remaining consistent with prior months under the updated rate structure.*
- *YTD revenue totals \$539,190, representing 80% of the annual budget.*

**Line 2 – Security Patrol Charges:** 408.26 EDUs invoiced monthly.

- *April revenue totaled \$63,970.*
- *YTD revenue totals \$591,936, representing 82% of budget.*

**Line 3 – Security Gate Charges-** 375 EDUs invoiced monthly.

- *April revenue totaled \$46,661, consistent with prior months.*
- *YTD revenue totals \$460,020, representing 83% of budget.*

**Line 4 – Property Tax** includes tax revenue assessed by San Diego County. Revenue is not received evenly, with larger distributions in December and April.

- *YTD revenue totals \$139,848, slightly exceeding the annual budget because property tax revenue was originally budgeted lower than the amount ultimately received from the County.*

**Line 5 – Interest** Five Star Bank interest earnings are netted against monthly bank service fees of roughly \$500 a month, resulting in minimal net interest activity.

**Line 6 – RPMWC Lease-** Includes monthly rental income from RPMWC for the old CHP Building usage.

- *YTD lease revenue totals \$37,500, exceeding the annual budget due to continued consistent lease payments.*

**Line 7 – Admin Services-** Includes various administrative services that may arise, such as the sale of mailbox keys, notary services, and PVRA administrative services.

- *YTD revenue totals \$1,460.*

**Line 8 – Grant Revenue – SLCGP CyberSec-** Includes grant reimbursement revenue. No grant revenue was received in January, compared to \$34,043 in December.

- *YTD grant revenue totals \$43,006, offsetting a portion of cybersecurity, IT, and SCADA-related expenditures.*

**Line 9 – Other Revenue-** Includes escrow transfer fees, land lease payments, and RFID sales.

- *YTD other revenue totals \$30,761, exceeding the annual budget of \$8,520, primarily due to increased activity, and miscellaneous reimbursements received during the fiscal year.*

## Expenses

### Salaries and Benefits

**Line 12 – Salaries** Employee salaries include all staff compensation.

- *YTD salaries total \$824,235, remaining within budget.*

**Line 13 – Health Insurance** includes health insurance, life insurance, and HRA provided to employees.

- *YTD expenditures total \$86,083, remaining under budget due to several employees electing to opt out of the District's health insurance coverage.*

**Line 14 – Payroll Taxes** reflects employer-paid payroll taxes.

- *YTD expenditures total \$64,166, remaining within budget.*

**Line 15 – PERS** includes employer contributions to CalPERS retirement.

- *YTD expenditures total \$85,752, slightly exceeding budget due to CalPERS rate adjustments and payroll allocation timing.*

**Line 16 – Uniforms** are provided to the employees for required work attire and reimbursements. Provided as needed for staff.

**Line 17 – Workers' Comp. Ins-** Includes expenses for Worker's Compensation insurance premiums for all employees and Board of Directors.

### Operations & Administrative Expenses

**Line 18 – Dwelling Live-** Includes services for gate access management, resident access via RFID, mobile app access, security features such as incident reporting, and visitor history tracking.

**Line 19 – Electricity-** Reflects utility expenses across all district facilities, including treatment plants, district building, and security gates.

- *YTD expenditures total \$66,498, slightly exceeding budget due to increased utility rates and seasonal operational demand. With the solar project now completed, the District anticipates utility cost savings beginning in May 2026.*

**Line 20 – Liability Insurance-** Includes the cost to protect the district from claims related to others' bodily injury, property damage, and more.

**Line 21 – Miscellaneous-** Small, irregular expenses not categorized elsewhere.

**Line 22 – Telephones-** Includes costs for employee cell phone reimbursement, Patrol duty phone, District phone lines and internet services.

**Line 23 – Postage-** Includes amounts related to mailing expenses.

**Line 24 – Operator Contract Services-** Contracted treatment plant operations.

- *YTD expenditures total \$72,300, remaining under budget. Includes revised contract rates.*

**Line 25 – Oak Tree Repair & Maintenance** includes routine/preventative repairs and maintenance to current and future assets. No expenses incurred year-to-date.

**Line 26 – Sewer line Maintenance-** Covers costs for maintaining the sewer lines to ensure proper functioning and prevent blockages. Monthly rental fee to RPMWC for 2” construction meter.

- *Year 4 scheduled sewer line cleaning was completed in April as part of the District’s ongoing preventative maintenance program.*
- *Additional hotspot cleaning services were performed within the PVCC area, with related costs expected to be reimbursed by PVCC, which will reflect under other revenue.*
- *YTD expenditures total \$48,964 and remain within budget expectations.*

**Line 27– Sludge Removal-** Covers transportation, treatment, and disposal of sludge per regulatory requirements.

- *No expenses were incurred in April. YTD expenses remain \$11,760 (78% of budget) due to ongoing contract negotiations.*

**Line 28 – SCADA-** Covers costs related to the Supervisory Control and Data Acquisition system.

- *YTD expenditures total \$133,330, significantly exceeding the annual budget.*
- *These expenditures are associated with modernization efforts and cybersecurity improvements, a portion of which are eligible for reimbursement through the SLCGP grant program.*
- *During the fiscal year, the District received \$28,480 in grant reimbursement revenue specifically related to SCADA modernization expenses.*
- *The District recently submitted an additional \$63,874 to the SLCGP grant program for reimbursement of eligible SCADA project expenditures*
- *The District continues to experience timing differences between expense recognition and grant reimbursement revenue.*

**Line 29 – Plant Repairs & Maintenance – Other** includes routine/preventative repairs and maintenance to current and future assets. Expenses within this line item include Fallbrook Oil, EDCO trash services, pest control services, weed abatement, and other plant-related operational expenses.

- *YTD expenditures remain within budget. March and April expenses also included impeller repairs, maintenance supplies, compressor repairs, compressor sensor replacements, and weed abatement services.*

**Line 30 – Building Repairs & Maintenance** – Routine upkeep of district facilities.

**Line 31 – Gate Repairs & Maintenance** includes routine/preventative repairs and maintenance to the gate access assets. This is on an as-needed basis and can trend over or under budget.

- *Expenses continue to fluctuate based on operational repair needs but remain within budget.*

**Line 32 – Repairs & Maintenance - Other-** Covers miscellaneous repairs and maintenance not categorized elsewhere. No expenses incurred year-to-date.

**Line 33 – Office Supplies-** Covers the expenses for essential office supplies required for the day-to-day operations of the organization.

- *Includes essential office and administrative supplies necessary for District operations, annual QuickBooks software expenses, and job opening advertisement costs.*

**Line 34 – Utility Shop Supplies-** Includes expenses related to necessary supplies for the utility worker operations.

**Line 35 – Security Supplies-** Security supplies include operational materials required for effective patrol services. Expenses are incurred as needed and may vary from month to month.

**Line 36 – Gate Supplies-** Expenses related to gate access system upkeep.

**Line 37 – Vehicles-** Includes routine vehicle maintenance and lease payments.

**Line 38 – Drainage-** Expenses include weed abatement, engineering services for property ownership confirmation, and storm drain clearance.

**Line 39 – State Maintenance Fee-** Includes compliance costs for treatment plant operations.

- *The annual State Maintenance Fee was paid in November, resulting in 100% utilization of the annual budget. No additional charges are expected for the remainder of the fiscal year.*

**Line 40 – Water Tests & Analysis-** Required lab testing for regulatory compliance.

**Line 41 – Fees** include various miscellaneous fees incurred by the District, including membership dues for the California Special Districts Association (CSDA), fees associated with the Local Agency Formation Commission (LAFCO), and permit fees associated with waste and generators.

- *YTD expenditures total \$14,895 and are consistent with annual fee payment timing. No additional significant fees are anticipated for the remainder of the fiscal year.*

**Line 42 – Engineering** – Engineering services as needed.

**Line 43 – Professional Services-** Includes expenses for IT services and other external professional support.

- *YTD expenses total \$78,630, exceeding the annual budget by approximately \$22,630, due to completion of the Cost of Service Analysis.*
- *The unfavorable variance is primarily attributable to completion of the Cost of Service Analysis and increased IT/cybersecurity support services.*
- *During the fiscal year, the District received \$14,526 in grant reimbursement revenue to offset eligible professional service expenses, including VC3 IT training services and grant administrative costs.*
- *A portion of additional professional service expenditures is expected to be offset through future grant reimbursement revenue.*

**Line 44 – Pre-employment Gates-** Costs for pre-employment drug screening.

**Line 45 – Schools & Meetings-** Covers expenses associated with providing educational opportunities, professional development for our staff to excel in their roles, and work-related lunch or holiday gatherings.

**Line 46 – Strategic Plan** expenses related to developing and implementing the District’s long-term Strategic Plan. No expenses incurred year-to-date.

- *YTD expenditures total \$20,000, representing full utilization of the approved budget allocation. The Strategic Plan project has been completed.*

**Line 47 – Audit** includes costs related to the annual financial audit and preparation.

- *YTD expenditures are substantially complete and aligned with budget expectations.*

**Line 48 – Accounting-** Includes costs for contracted accounting services.

**Line 50 – Legal-** Includes the costs of legal services.

### **Net Revenue / (Expense)**

For the period ending April 30, 2026, the District reports a YTD net loss of (\$38,517). Excluding grant-related SCADA modernization expenditures pending reimbursement, the District’s operating results would more closely align with budget expectations.

Primary factors contributing to the variance include:

- SCADA modernization and cybersecurity expenditures totaling \$133,330, which are eligible for reimbursement through the SLCGP grant but have created a timing difference between expense recognition and reimbursement revenue.
- Professional Services exceeding budget due to the Cost of Service Analysis and IT support services;
- Strong operating revenue performance under the updated rate structure;

*\*\* The implementation of new rates has continued to strengthen operating revenues during the fiscal year and improve the District’s overall financial position. With the amended budget in place and pending grant reimbursements, management anticipates the year-to-date net loss will continue to decrease and trend closer to budget expectations by fiscal year-end.*

PV COMMUNITY SERVICES DISTRICT

A/R Aging Summary

As of April 30, 2026

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>&gt; 180</u>	<u>TOTAL</u>
CSD-001	0.00	-661.74	-661.74	-661.74	-156.60	-2,141.82
CSD-002	0.00	-702.82	-644.86	0.00	0.00	-1,347.68
CSD-003	0.00	-431.30	-371.00	0.00	-321.52	-1,123.82
CSD-004	0.00	-815.23	0.00	0.00	0.00	-815.23
CSD-005	0.00	-778.61	0.00	0.00	0.00	-778.61
CSD-006	0.00	-562.23	0.00	0.00	0.00	-562.23
CSD-007	0.00	0.00	-494.43	0.00	0.00	-494.43
CSD-008	0.00	-431.30	0.00	0.00	0.00	-431.30
CSD-009	0.00	-412.96	0.00	0.00	0.00	-412.96
CSD-010	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-011	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-012	0.00	0.00	-407.61	0.00	0.00	-407.61
CSD-013	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-014	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-015	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-016	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-017	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-018	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-019	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-020	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-021	0.00	-407.61	0.00	0.00	0.00	-407.61
CSD-022	0.00	-371.00	0.00	0.00	0.00	-371.00
CSD-023	0.00	0.00	0.00	0.00	-371.00	-371.00
CSD-024	-300.00	0.00	-61.56	0.00	0.00	-361.56
CSD-025	0.00	-360.85	0.00	0.00	0.00	-360.85
CSD-026	0.00	0.00	0.00	0.00	-350.00	-350.00
CSD-027	0.00	-349.52	0.00	0.00	0.00	-349.52
CSD-028	0.00	-60.00	-55.64	-106.96	-104.44	-327.04
CSD-029	0.00	-313.38	0.00	0.00	0.00	-313.38
CSD-030	0.00	0.00	-297.78	0.00	0.00	-297.78
CSD-031	0.00	-283.18	0.00	0.00	0.00	-283.18
CSD-032	0.00	-281.12	0.00	0.00	0.00	-281.12
CSD-033	0.00	0.00	0.00	0.00	-249.50	-249.50
CSD-034	0.00	-231.54	0.00	0.00	0.00	-231.54
CSD-035	0.00	-72.00	-48.00	-24.00	-59.56	-203.56
CSD-036	0.00	0.00	0.00	-147.16	0.00	-147.16
CSD-037	0.00	-36.61	0.00	0.00	0.00	-36.61
CSD-038	0.00	-21.56	0.00	0.00	0.00	-21.56
CSD-039	0.00	-14.23	0.00	0.00	0.00	-14.23
CSD-040	0.00	-9.89	0.00	0.00	0.00	-9.89

CSD-041	0.00	0.00	0.00	0.00	-7.18	-7.18
CSD-042	0.00	0.00	-1.24	0.00	0.00	-1.24
CSD-043	0.00	-1.17	0.00	0.00	0.00	-1.17
CSD-044	0.00	-0.82	0.00	0.00	0.00	-0.82
CSD-045	0.00	-0.66	0.00	0.00	0.00	-0.66
CSD-046	0.00	-0.51	0.00	0.00	0.00	-0.51
CSD-047	0.00	-0.30	0.00	0.00	0.00	-0.30
CSD-048	0.00	0.00	0.00	0.00	-0.01	-0.01
CSD-049	0.00	0.00	0.00	0.00	0.00	0.00
CSD-050	0.00	0.00	0.00	0.00	0.00	0.00
CSD-051	0.00	0.00	0.00	0.00	0.00	0.00
CSD-052	0.00	0.00	0.00	0.00	0.00	0.00
CSD-053	0.00	0.00	0.00	0.00	0.00	0.00
CSD-054	0.00	0.00	0.00	0.00	0.00	0.00
CSD-055	0.00	0.09	0.00	0.00	0.00	0.09
CSD-056	0.00	0.10	0.00	0.00	0.00	0.10
CSD-057	0.00	0.10	0.00	0.00	0.00	0.10
CSD-058	0.00	0.38	0.00	0.00	0.00	0.38
CSD-059	0.00	0.41	0.00	0.00	0.00	0.41
CSD-060	0.00	1.83	0.00	0.00	0.00	1.83
CSD-061	0.00	10.83	0.00	0.00	0.00	10.83
CSD-062	0.00	19.59	0.00	0.00	0.00	19.59
CSD-063	0.00	25.00	0.00	0.00	0.00	25.00
CSD-064	25.00	0.00	0.00	0.00	0.00	25.00
CSD-065	0.00	25.03	0.00	0.00	0.00	25.03
CSD-066	0.00	32.14	0.00	0.00	0.00	32.14
CSD-067	0.00	34.75	0.00	0.00	0.00	34.75
CSD-068	0.00	35.61	0.00	0.00	0.00	35.61
CSD-069	0.00	36.61	0.00	0.00	0.00	36.61
CSD-070	0.00	36.61	0.00	0.00	0.00	36.61
CSD-071	0.00	36.61	0.00	0.00	0.00	36.61
CSD-072	0.00	0.00	0.00	0.00	38.66	38.66
CSD-073	0.00	39.18	0.00	0.00	0.00	39.18
CSD-074	0.00	39.18	0.00	0.00	0.00	39.18
CSD-075	0.00	46.39	0.00	0.00	0.00	46.39
CSD-076	0.00	40.00	40.00	0.00	0.00	80.00
CSD-077	0.00	91.74	0.00	0.00	0.00	91.74
CSD-078	0.00	95.87	0.00	0.00	0.00	95.87
CSD-079	100.00	0.00	0.00	0.00	0.00	100.00
CSD-080	0.00	117.54	0.00	0.00	0.00	117.54
CSD-081	0.00	134.72	0.00	0.00	0.00	134.72
CSD-082	0.00	146.44	0.00	0.00	0.00	146.44
CSD-083	0.00	204.36	0.00	0.00	0.00	204.36
CSD-084	0.00	267.09	0.00	0.00	0.00	267.09

CSD-085	0.00	281.22	0.00	0.00	0.00	281.22
CSD-086	0.00	283.18	0.00	0.00	0.00	283.18
CSD-087	0.00	283.18	0.00	0.00	0.00	283.18
CSD-088	0.00	330.87	0.00	0.00	0.00	330.87
CSD-089	0.00	342.34	0.00	0.00	0.00	342.34
CSD-090	0.00	371.00	0.00	0.00	0.00	371.00
CSD-091	0.00	407.44	0.00	0.00	0.00	407.44
CSD-092	0.00	407.55	0.00	0.00	0.00	407.55
CSD-093	0.00	407.61	0.00	0.00	0.00	407.61
CSD-094	0.00	407.61	0.00	0.00	0.00	407.61
CSD-095	0.00	407.61	0.00	0.00	0.00	407.61
CSD-096	0.00	407.61	0.00	0.00	0.00	407.61
CSD-097	0.00	407.61	0.00	0.00	0.00	407.61
CSD-098	0.00	407.61	0.00	0.00	0.00	407.61
CSD-099	0.00	407.61	0.00	0.00	0.00	407.61
CSD-100	0.00	407.61	0.00	0.00	0.00	407.61
CSD-101	0.00	407.61	0.00	0.00	0.00	407.61
CSD-102	0.00	413.46	0.00	0.00	0.00	413.46
CSD-103	0.00	417.61	0.00	0.00	0.00	417.61
CSD-104	0.00	427.00	0.00	0.00	0.00	427.00
CSD-105	0.00	427.20	0.00	0.00	0.00	427.20
CSD-106	0.00	444.19	0.00	0.00	0.00	444.19
CSD-107	0.00	454.73	0.00	0.00	0.00	454.73
CSD-108	0.00	475.94	0.00	0.00	0.00	475.94
CSD-109	0.00	815.22	0.00	0.00	0.00	815.22
CSD-110	0.00	823.26	0.00	0.00	0.00	823.26
CSD-111	0.00	860.43	74.32	0.00	0.00	934.75
CSD-112	0.00	896.91	98.58	0.00	0.00	995.49
CSD-113	0.00	935.80	73.22	0.00	0.00	1,009.02
CSD-114	0.00	898.95	160.00	0.00	0.00	1,058.95
CSD-115	0.00	646.32	600.62	55.29	0.00	1,302.23
CSD-116	0.00	355.66	333.98	313.37	329.44	1,332.45
CSD-117	0.00	0.00	0.00	0.00	1,364.32	1,364.32
CSD-118	0.00	641.40	603.43	304.39	0.00	1,549.22
CSD-119	0.00	935.63	815.22	0.00	0.00	1,750.85
CSD-120	0.00	642.73	603.26	569.00	565.31	2,380.30
CSD-121	0.00	924.95	866.35	833.97	1,204.06	3,829.33
CSD-122	0.00	896.83	868.47	843.60	1,969.32	4,578.22
CSD-123	0.00	6,123.00	0.00	0.00	0.00	6,123.00
CSD-124	0.00	924.81	868.80	844.98	4,399.95	7,038.54
TOTAL	<u>-175.00</u>	<u>16,587.26</u>	<u>2,962.39</u>	<u>2,824.74</u>	<u>8,251.25</u>	<u>30,450.64</u>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
SECURITY REPORT**

March 11<sup>th</sup>, 2026 – April 10th, 2026

Pauma Valley CSD Security Department Personnel		
Name	Call Sign	Billet
Officer Todd Albert	1L2	Patrolman / Security Supervisor
Officer German Colin	1L5	Patrolman
Officer Dale Easter	1L6	Patrolman / Security Lead
Officer Luis Orozco	1L4	Patrolman
Officer Eduardo Aguilar	1L3	Patrolman
Officer Zachary Meyer	1L7	Patrolman
Matthew Carson	C1	Gate Attendant
Gerardo Gonzalez	C1/1L8	Gate Attendant / Patrolman
Lucas McElvain	C1	Gate Attendant
Chris Nieves	C1	Gate Attendant
Jose Solis	C1	Gate Attendant

**Vehicle Maintenance Report**

**Tesla 01 (miles)**

- Scuffs on the bottom right corner of the front bumper
- Rear passenger headliner is ripped
- The wrap has sun damage
- Driver side winder tint is peeling
- Driver seat trim is broken
- Driver side front wheel well fender damaged.

**Tesla 02 (miles)**

- The Front bumper is broken
- Driver seat cover is ripped
- The wrap has sun damage
- The passenger side shirt is dented
- Arm rest needs a new cover
- Driver seat trim is broken
- The passenger DTRL is out
- Two new tires were replaced by Serratos Auto Shop on 3/20/26
- One tire needs replacing

*Submitted by:* Dale Easter, Vehicle Maintenance Officer

**Gate Security Report**

- Rear/center gate switch panel is shorted; needs additional electrical repair
- Cameras are fully operational.
- Dwelling Live is slow under the Country Club profile.
- Front intercom “talk” button is sticking/breaking; Cor is aware.
- No issues yet from non-regulated service worker admittance (Ord. 55)

*Submitted by:* Matthew Carson, Gate Attendant II

## ACTIVITY LOG

<p><b>March 13<sup>th</sup>, 2026, at 1730, Resident Concern:</b> Officers Easter and Meyer dispatched to Womsi for a water leak. When they arrived, water was bubbling from under a fire hydrant. They made contact with the resident to double-check the correct leak was located. RPM water was contacted, and a video of the leak was sent to the after-hours worker.</p>
<p><b>March 14<sup>th</sup>, 2026, at 1045, Medical:</b> Officer Easter was informed there was a medical call on Pauma Heights. The call was out of the area.</p>
<p><b>March 15<sup>th</sup>, 2026, at 1725, Medical 70:</b> Control 1 received a call from a resident saying she was having a hard time breathing and bad chest pain. She wanted Control 1 to call 911. Officer Aguilar, CAL Fire, and ambulance responded, and the residents were transported.</p>
<p><b>March 15<sup>th</sup>, 2026, 1915, Lift Assistance:</b> Control 1 received a call from a resident, asking if patrol can do a lift assist for her husband, who is having trouble getting out of his chair to move to his bed. Officer Aguilar made contact with the resident and was able to move him from the chair to his bed successfully.</p>
<p><b>March 18<sup>th</sup>, 2026, at 1223, Medical:</b> Officer Easter was dispatched to Womsi Rd for a medical. A resident reported her husband was experiencing low and high blood pressure for several days. Officer Easter made contact with the husband. The patient was conscious and aware of his surroundings. Cal Fire and Medic 70 arrived on scene. One was transported to Palomar Hospital.</p>
<p><b>March 18<sup>th</sup>, 2026, at 1717, Medical:</b> Officer Orozco dispatched Officer Easter to assist Cal Fire, who arrived at PVCSD Temple Gate for an airlift. The officer successfully opened the gate and waited for the air lift to arrive. Medic 70 arrived on scene, and one individual was airlifted to Palomar Hospital.</p>
<p><b>March 20<sup>th</sup>, 2026, at 0842, Traffic Collision:</b> Officer Easter was dispatched for a traffic collision on Highway 76 and Community Church Rd. Control 1 reported a vehicle had driven off the road and into a ditch near the Pauma Building. The officer arrived on the scene; the San Pasqual Fire Department was first to arrive. An older male in his late 70's lost control of his vehicle. Cal Fire and Medic 70 arrived. The victim was sitting down on his own alert. One was transported to Palomar Hospital for further evaluation.</p>
<p><b>March 20<sup>th</sup>, 2026, at 1820, Open Gate:</b> Officer Meyer found the Pauma Heights dirt lot gate unsecured. He cleared and secured the gate.</p>
<p><b>March 20<sup>th</sup>, 2026, at 2045, Pauma Building 11.53:</b> Officer Meyer found door 100 unsecured. He cleared and secured the building. Control 1 will notify the contact in the morning.</p>
<p><b>March 22<sup>nd</sup>, 2026, at 1130, Water leak:</b> Officer Orozco discovered a water leak at well #39 in the gravel yard during routine patrol. Control 1 was notified, and on-call Rancho Pauma Water was contacted. Photos were provided for reference.</p>
<p><b>March 22, 2026, at 1357, Building Alarm:</b> Officer Orozco discovered an unsecured door during a building check at St. Francis church. While attempting to secure the building, the alarm was activated. The building was checked and no sign of forced entry was found. Control 1 to notify the contact.</p>
<p><b>March 24<sup>th</sup>, 2026, at 0800, Traffic Control:</b> Officer Orozco provided traffic control assistance on Pauma Valley Dr. Traffic flow was safely managed until the road was clear.</p>
<p><b>March 24<sup>th</sup>, 2026, at 0930, Resident Concern:</b> Officer Orozco responded to a resident report of a road hazard on Wiskon Way West. Upon arrival, the area was already secured with traffic cones, and no further action was required.</p>
<p><b>March 24<sup>th</sup>, 2026, at 0930, Gate Crasher:</b> Officer Orozco responded to a gate runner incident where a vehicle failed to stop and struck the arm barrier. The barrier was reset and restored to operational status. The vehicle was identified through RFID as an active service worker, and contact was made with the driver. A notice of violation was issued.</p>
<p><b>March 25<sup>th</sup>, 2026, at 0140, Suspicious Vehicle:</b> A suspicious vehicle was parked in front of the Pauma Village store. Gold Toyota Highlander.</p>

<p><b>March 25<sup>th</sup>, 2026, at 1415, Gate Runner.</b> Officer Easter was dispatched for a gate runner at the back entrance gate of PVD. A blue Tesla Model 3 entered the community after a vehicle opened the gate with his transponder. The vehicle was found at the Country Club. The officer made contact with the driver. The driver refused to show I.D and only provided a name. The vehicle description and video were emailed to the CSD office. A NOV was issued to the driver for gate runner and unauthorized vehicle entry. Officer Easter followed the vehicle as it exited the community.</p>
<p><b>March 26<sup>th</sup>, 2026, at 0010, Pauma School 11.53:</b> Officer Colin found room 13 unsecured. He cleared the room but was unable to secure it. Control 1 notified the contact.</p>
<p><b>March 26<sup>th</sup>, 2026, at 0359, Pauma Building 11.53:</b> There was an unoccupied vehicle in the parking lot, a gray Cadillac CTS-V. Control 1 notified.</p>
<p><b>March 27<sup>th</sup>, 2026, at 1018, Medical:</b> Officer Easter was dispatched to Womsi Rd for a medical. A resident had fallen and needed medical attention. The officer arrived on the scene and made contact with the resident’s husband. He said his wife had fallen in the bathroom, he did not witness the accident. Cal Fire and Mercy medics arrived on the scene. One was transported to Palomar Hospital.</p>
<p><b>March 27<sup>th</sup>, 2026, at 1729, Water Leak:</b> Officers Meyer and Easter were dispatched to the country club for a water leak. The water leak was found and Control 1 notified Greens Maintenance.</p>
<p><b>March 27<sup>th</sup>, 2026, at 1753, Resident Concern:</b> Officer Meyer was dispatched to a residence on Pauma Valley Drive because the resident believed he had left his garage open. Officer Meyer secured the door attached to the garage. Control 1 notified the residents.</p>
<p><b>March 27<sup>th</sup>, 2026, at 1845, Community Church 11.53:</b> Officer Meyer found the double doors in the breezeway unlocked. He cleared and secured the building. Control 1 to notify contact.</p>
<p><b>March 27<sup>th</sup>, 2026, at 1950, Vehicle at Front Gate:</b> A vehicle was requesting entry to find AirPods that they were tracking and believed to be stolen. Control 1 contacted the resident, and he stated that nobody was home except the caretaker. The caretaker denied that she had the AirPods. The vehicle was denied entry and left. Soon after, the caretaker called back and found out that her son had accidentally taken them from an Airbnb, thinking they were his. No contact information was left by the vehicle. No other steps were taken.</p>
<p><b>March 28<sup>th</sup>, 2026, at 0830, Snake Call:</b> Officer Easter was dispatched to PVD near the country club intersection for a dead snake. The snake was removed successfully.</p>
<p><b>March 28<sup>th</sup>, 2026, at 0847, Resident Complaint:</b> Officer Easter was dispatched to Paauwe Dr for a resident’s vehicle being parked on the street for a few days. The neighbor was upset that the vehicle was parked in front of her house and asked if the vehicle could be moved. The officer made contact with the vehicle’s owner and informed them that security received a complaint regarding their vehicle being parked on the street for several days. The owner moved the vehicle onto their driveway. No further action was needed.</p>
<p><b>March 28<sup>th</sup>, 2026, at 1558, Medical:</b> Officer Easter informed Control 1 that medics were on the way to Temet Rd. Sirens were heard from Cole Grade. The Officer kept the back gate open for Cal Fire/Medic 70. One female, possibly in her 70’s, was transported to Palomar Hospital. The cause was unknown.</p>
<p><b>March 28<sup>th</sup>, 2026, at 1725, 459A:</b> Officer Easter set off the alarm at the CSD building. The alarm was accidental. Control 1 was notified.</p>
<p><b>March 28<sup>th</sup>, 2026, at 2001, Resident Concern:</b> Officer Meyer was dispatched to Womsi Road because a dog had been barking for hours. He searched Womsi and found the home where the dog barking was coming from. The house had the front door wide open with the dog barking in the doorway. Officer Meyer managed to get the front door shut and had Control 1 notify the resident.</p>
<p><b>March 29<sup>th</sup>, 2026, at 0025, Community Church 11.53:</b> Officer Meyer found the hallway door in the breezeway and the upstairs door to the side building unlocked. He cleared and secured both buildings. Control 1 to notify contact in the morning.</p>

<p><b>March 29<sup>th</sup>, 2026, at 2000, Saint Francis 11.53:</b> Officer Meyer found the hallway door to the side building unlocked and the lights on. A vehicle was in the parking lot, but nobody was in the building. Control 1 notified the contact and asked if they wanted us to lock the door. When Officer Meyer went to lock the door, a member of the church arrived, picked up the vehicle, and secured the building.</p>
<p><b>March 30<sup>th</sup>, 2026, at 2050, North Coast Church 11.53:</b> Officer Aguilar found the office door unlocked, was able to clear the building, but was unable to secure the door. Control 1 to notify contact.</p>
<p><b>March 30<sup>th</sup>, 2026, at 1030, Medical:</b> Officer Orozco responded to a medical call regarding a possible cardiac arrest. Upon arrival, the subject was found deceased. Medical personnel responded and assumed control of the scene.</p>
<p><b>March 30<sup>th</sup>, 2026, at 1458, Tailgater:</b> Officer Orozco responded to a tailgating vehicle that entered the community without proper access. The vehicle was located and followed out of the community.</p>
<p><b>March 31<sup>st</sup>, 2026, at 1955, Resident Concern:</b> Control 1 received a call from the owner of the market located across the street from the front gate, reporting two individuals arguing in front of the store as seen on camera. Patrol was requested. Officer Aguilar made contact with one of the individuals and confirmed that everything was okay. The individual stated there were no issues, and both parties entered their vehicle and left the area.</p>
<p><b>April 1<sup>st</sup>, 2026, at 0834, Resident Concern:</b> Officer Orozco responded to a resident concern regarding a vehicle reported for speeding within the community. Contact attempts were made, and the area will continue to be monitored.</p>
<p><b>April 2<sup>nd</sup>, 2026, at 2045, Pauma Village 11.53:</b> Officer Meyer found both ice freezers unlocked. He was able to secure them. Control 1 notified contact.</p>
<p><b>April 2<sup>nd</sup>, 2026, at 2114, Alarm:</b> Officer Meyer dispatched to the PVCSD office because the Bathroom/Storage sensor had tripped. He found no signs of forced entry and cleared the building. The bathroom window was slightly open, which could have been the reason for the alarm.</p>
<p><b>April 3<sup>rd</sup>, 2026, at 0947, Welfare Check:</b> Officer Easter was requested by the country club to conduct a welfare check on a resident who had left the property. Contact was made with the resident on W.W.E. The resident answered the door, was ambulatory, responsive to questions, and declined medical attention. Nothing further to report.</p>
<p><b>April 3<sup>rd</sup>, 2026, at 1412, Traffic Collision:</b> Officer Easter witnessed a traffic collision on Highway 76 across from Pauma Trading Center. A small silver sedan, possibly speeding eastbound, lost control, struck the guardrail, and collided with an oncoming truck traveling westbound. The officer responded immediately. One female occupant from the sedan was observed unresponsive on the road. The officer assisted the driver of the truck out of the vehicle. 911 was contacted immediately upon witnessing the incident. CHP arrived shortly after, followed by Cal Fire and emergency medical personnel, who took control of the scene. One individual was transported to the Temple Gate airlift on Cole Grade Road.</p>
<p><b>April 3<sup>rd</sup>, 2026, at 1919, Lift Assist:</b> Officer Easter was dispatched to Luiseno Circle Dr for a lift assist. The officer made contact with the resident, who had fallen from a chair and requested assistance. No medical attention was required. Officer Easter successfully assisted the resident back into the chair without incident.</p>
<p><b>April 4<sup>th</sup>, 2026, at 1231, Medical:</b> Officer Easter was dispatched to a medical call on W.W.E. The call came over the scanner late. Cal Fire and Medics were first to arrive on scene. A resident had fallen in his room and was responsive. The patient was transported to Palomar Hospital for further evaluation.</p>
<p><b>April 4<sup>th</sup>, 2026, at 1435, Process Server:</b> Officer Easter escorted a process server to Luiseno Circle Dr. The server was unable to make contact with the resident. The officer escorted the process server out of the community.</p>
<p><b>April 5<sup>th</sup>, 2026, at 1757, Snake Call:</b> Control 1 received a call from a resident about a rattlesnake in their front yard and wanted it removed. Officer Aguilar was able to remove the snake from the resident's yard.</p>

<p><b>April 6<sup>th</sup>, 2026, at 1722, Resident Report:</b> Officer Orozco responded to a resident concern regarding juveniles operating an electric bike recklessly within the community. The individuals were located, contact was made, and a parent was notified.</p>
<p><b>April 6<sup>th</sup>, 2026, at 0107, Resident Complaint:</b> A resident reported loud screaming from a neighbor on Luiseno Circle Dr. Patrol responded and attempted to make contact by knocking and calling out, but received no response. No contact information was available. The resident wasn't being loud anymore, and contact was unable to be made.</p>
<p><b>April 8<sup>th</sup>, 2026, at 1945, Suspicious Activity:</b> Officer Easter was dispatched to Womsi Rd for a report of suspicious activity. A resident reported seeing a woman rolling down a hill on Womsi Rd, who could possibly have been playing. Reported a silver vehicle that also could not belong inside the community. Officer Easter found no signs of suspicious activity on Womsi Rd. No further action was required.</p>
<p><b>April 9<sup>th</sup>, 2026, at 0942, Resident Report:</b> Officer Easter was requested to speak with a resident at the office. The resident reported issues with the individual he cares for and requested that patrol notify him whenever the individual is seen outside. Officer Easter advised the resident that he would review company policy and procedures to determine if this request can be accommodated with the correct documentation.</p>
<p><b>April 9<sup>th</sup>, 2026, at 1007, Lift Assist:</b> Officer Easter was dispatched to Luiseno Circle Dr for a lift assist. The officer made contact with the resident, who had fallen from his bed and requested assistance. No medical attention was required. Officer Easter successfully assisted the resident back onto his bed without incident.</p>
<p><b>April 9<sup>th</sup>, 2026, at 1655, Snake Call:</b> Officer Easter was dispatched to the Country Club for a snake. The snake was successfully removed.</p>
<p><b>April 9<sup>th</sup>, 2026, at 1857, Snake Call:</b> Officer Meyer dispatched to Taspas Court. The snake was successfully removed from the home.</p>
<p><b>April 9<sup>th</sup>, 2026, at 2050, Pauma Building 11.53:</b> Officer Meyer found doors 200, 202, 203, and 204 unsecured. He cleared and secured the building. Control 1 to notify the contact in the morning.</p>
<p><b>April 9<sup>th</sup>, 2026, at 2130, Noise Complaint:</b> Officer Meyer dispatched to Taspas Court for a noise complaint. A podcast was being played and could be heard from the street. Control 1 was notified and made contact with the resident. The resident stated that they would turn the volume down.</p>
<p><b>April 10<sup>th</sup>, 2026, at 0702, Lift Assist:</b> A resident on Takishla Pl fell out of his bed and requested a lift assist. Officer Colin helped him get up and back to his bed.</p>
<p><b>April 10<sup>th</sup>, 2026, at 1756, Resident Concern:</b> Officer Meyer dispatched to a home on Pauma Valley Drive because the owner was away and said people were using his outdoor furniture. The officer searched the area but didn't find anybody using the outdoor furniture. He found the side garage door open, which he cleared and secured. He also found one door that had been hit by something, assumed to be a golf ball. Control 1 notified the owner of the findings.</p>
<p><b>April 10<sup>th</sup>, 2026, at 2040, Pauma Building 11.53:</b> Officer Meyer found door 300 and the Foot Nook door unlocked. He cleared and secured the building. The alarm was set off while clearing the Foot Nook. Control 1 to notify the contact.</p>

RFID Entries						
Front Gate		Center Gate			Back Gate	
17,236		1,688			17,703	
Dispatch By Location						
Inside PVCCE	Oak Tree	School	Business Dist.	St. Francis	PVCC	Hwy 76
21			3		4	1
Highlights by Shift Periods						
A: 2200-0600		B: 0600-1400			C: 1400-2200	
6		20			44	

PVCSD Patrol – Building Checks				
Location	Unsecured Door	Fire Alarm	Burglary Alarm	Officer Check
			459A	1153
Country Club(CC)				
Greens Maintenance(GM)				
Community Church(CO)	5		1	61
Gravel Yard(GY)				83
Saint Francis(SF)	1			75
Pauma School(PS)	1			55
Pauma Building(PB)	3			51
Airport Hangars(AH)				78
Treatment Plant(TP)				62
Pauma Village(PV)	1			47
Residential Houses/Other	9		1	2

Patrol Activity				Gate Activity	
Medicals	9	Resident Concern	9	Activity/Malfunctions	Totals
Welfare Checks	1	Suspicious Activity	2	Unresponsive	2- chain Malfunction (gate)
Lift Assist	5	Noise Complaint	3	Will Not Close	
Domestic Dispute		Process Server	1	False Read	

Traffic Collisions	2	911 Hang-up Call		Loss of Controls	continuous
Gate Runner/ Gate Crashers	2/1	Loose Pets		Video Loss	1
Public Assists	2	Snake Call	6	Device Entries	50,173
Jump Start		Trespassing		Passes Issued	3,123
Notice of Violation		Other	4	Pass Entries	7,061

Acronym Legend			
Acronym	Definition	Acronym	Description
<b>459</b>	Burglary penal code	<b>AFA</b>	Asian Female Adult
<b>AMA</b>	Against Medical Advise	<b>AMA</b>	Asian Male Adult
<b>BOLO</b>	Be on the Lookout	<b>AFJ</b>	Asian Female Juvenile
<b>CHP</b>	California Highway Patrol	<b>AMJ</b>	Asian Male Juvenile
<b>DOB</b>	Date of Birth	<b>BFA</b>	Black Female Adult
<b>DL</b>	Driver License	<b>BMA</b>	Black Male Adult
<b>DV</b>	Domestic Violence	<b>BFJ</b>	Black Female Juvenile
<b>EB</b>	East Bound	<b>BMJ</b>	Black Male Juvenile
<b>FU</b>	Follow Up	<b>HFA</b>	Hispanic Female Adult
<b>IVO</b>	In Vicinity Of	<b>HMA</b>	Hispanic Male Adult
<b>LP</b>	License Plate	<b>HFJ</b>	Hispanic Female Juvenile
<b>LCD</b>	Luiseno Circle Drive	<b>HMJ</b>	Hispanic Male Juvenile
<b>NB</b>	North Bound	<b>MFA</b>	Mexican Female Adult
<b>NLT</b>	No Later Than	<b>MMA</b>	Mexican Male Adult
<b>PERT</b>	Psychiatric Emergency Response Team	<b>MFJ</b>	Mexican Female Juvenile
<b>PT</b>	Patient	<b>MMJ</b>	Mexican Male Juvenile
<b>PVD</b>	Pauma Valley Drive	<b>NAFA</b>	Native American Female Adult
<b>PVRA</b>	Pauma Valley Roadway Association	<b>NAMA</b>	Native American Male Adult
<b>ROTR</b>	Rules of the Road	<b>NAFJ</b>	Native American Female Juvenile
<b>RP</b>	Reporting Party	<b>NAMJ</b>	Native American Male Juvenile
<b>SB</b>	South Bound	<b>WFA</b>	White Female Adult
<b>S/O</b>	Sheriff's Office	<b>WMA</b>	White Male Adult
<b>SR 76</b>	State Route 76/ Highway 76	<b>WFJ</b>	White Female Juvenile
<b>TC</b>	Traffic Collision	<b>WMJ</b>	White Male Juvenile
<b>UTL</b>	Unable to Locate		
<b>WB</b>	West Bound		
<b>WWE</b>	Wiskon Way East		
<b>WWW</b>	Wiskon Way West		
<b>YOA</b>	Years of Age		
<b>Unresponsive</b>	the gate does not open for an RFID		
<b>Will Not Close</b>	the gate does not close when it is supposed to		
<b>False Signal</b>	the alarm goes off in the Front Gate for no discernable reason		
<b>Loss of Controls</b>	gate attendant cannot open the gates remotely		
<b>Video Loss</b>	occurs when the gate attendant cannot see the feeds from the Center or Back Gates		

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
SECURITY REPORT**

April 11<sup>th</sup>, 2026 – May 10th, 2026

Pauma Valley CSD Security Department Personnel		
Name	Call Sign	Billet
Officer Todd Albert	1L1	General Service Supervisor
Officer Dale Easter	1L2	Patrolman / Security Lead
Officer Eduardo Aguilar	1L3	Patrolman
Officer Luis Orozco	1L4	Patrolman
Officer German Colin	1L5	Patrolman
Officer Zachary Meyer	1L7	Patrolman
Gerardo Gonzalez	C1/1L6	Gate Attendant / Patrolman
Matthew Carson	C1	Gate Attendant
Lucas McElvain	C1	Gate Attendant
Chris Nieves	C1	Gate Attendant
Jose Solis	C1	Gate Attendant

**Vehicle Maintenance Report**

**Tesla 01 (124,820)**

- Scuffs on the bottom right corner of the front bumper
- Rear passenger headliner is ripped
- The wrap has sun damage
- Driver's side window tint is peeling
- Driver seat trim is broken
- Driver side front wheel well fender damaged
- Charing port malfunctions on the unit

**Tesla 02 (131,211)**

- The Front bumper is broken
- The driver's seat cover is ripped
- The wrap has sun damage
- The passenger side skirt is dented
- Armrest needs a new cover
- Driver seat trim is broken
- Passenger DTRL and the compressor for the climate control were replaced on 4/24/26 at Tesla
- One tire was replaced on 4/14/26 at Serratos Auto Shop

*Submitted by:* German Colin, Vehicle Maintenance Officer

**Gate Security Report**

- Rear and center gate switch panel at the front guardhouse remains shorted and requires additional electrical repairs
- All cameras are operational
- Dwelling Live is running slowly under the Country Club profile
- Front gate intercom "talk" button is sticking/breaking. Cor is aware of the issue
- Back entrance barrier arm is sticking in the open position after vehicles pass through. Cor Security will schedule maintenance
- No issues have arisen regarding non-regulated service worker admittance hours/days (Ord. 55)

*Submitted by:* Matthew Carson

## ACTIVITY LOG

<p><b>April 11, 2026, at 2327, North Coast Church 11.53:</b> Officer Meyer found two doors in the breezeway unlocked. He cleared and secured the building. The alarm was set off while clearing the building. Control 1 to notify the contact in the morning.</p>
<p><b>April 12, 2026, at 2350, North Coast Church 11.53:</b> Officer Meyer found the front double doors to the church unlocked. He cleared the building but was unable to secure it. The alarm was triggered while clearing. Control 1 to notify the contact in the morning.</p>
<p><b>April 13, 2026, at 0330, Pauma School 11.53:</b> Officer Meyer found the cafeteria door unsecured. He cleared the building but was unable to secure it. Control 1 to notify the contact in the morning.</p>
<p><b>April 13<sup>th</sup>, 2026, at 0924, Lift Assist:</b> Officer Easter was dispatched to Cahuka Ct for a lift assist. A resident needed assistance getting back into his bed. The officer made contact with the resident, and no medical attention was needed. The resident was successfully lifted back onto his bed.</p>
<p><b>April 13, 2026, at 1905, Resident Concern:</b> A resident was concerned about smoke/steam coming from a pile of mulch. Officer Meyer was dispatched to meet the resident. Control 1 notified the fire department that there was a concern, and they sent a truck out to investigate. The fire department arrived and spread the mulch.</p>
<p><b>April 13, 2026, at 2035, North Coast Church 11.53:</b> Officer Meyer found the double doors unlocked. He cleared the building but was unable to secure it. Control 1 to notify contact.</p>
<p><b>April 14, 2026, at 0027, Resident Concern:</b> A resident on Luiseno Circle Dr said there was a weird smell around her property. Officer Colin patrolled the area and found the smell was from a skunk.</p>
<p><b>April 14, 2026, at 2036, Resident Concern:</b> Officer Orozco responded to a resident concern regarding an unknown guest. The vehicle was confirmed to have valid access and was later located within the community.</p>
<p><b>April 15, 2026, at 1136, Medical:</b> Officer Easter was dispatched to Wasa Ct for a reported medical incident. The reporting party advised that her patient was feeling ill and requested medical assistance. Officer Easter escorted Cal Fire and Mercy Medics to the location. One individual was transported for further medical evaluation.</p>
<p><b>April 15, 2026, at 1212, Resident Report:</b> A resident on Sukat Tr reported a baby mountain lion was seen inside the community, then ran off into the hills of Pauma Heights. The resident advised that we reach out to the community to inform them to be safe outside. Officer Easter reached out to CSD.</p>
<p><b>April 15, 2026, at 1610: Air Lift:</b> Officer Easter was dispatched to Temple Gate for an air lift. Cal Fire, Rincon, and Mercy Medics arrived at the airport. The medical helicopter took several trips to Palomar Mountain to recover several stranded hikers.</p>
<p><b>April 16, 2026, at 0058, North Coast Church 11.53:</b> Officer Colin found the office door unsecured; he cleared and secured the building. The alarm went off while clearing the building. Control 1 to notify the contact.</p>
<p><b>April 16, 2026, at 1515, Snake Call:</b> Officer Easter was dispatched to Indian Bend for a rattlesnake. The snake was successfully removed.</p>
<p><b>April 16, 2026, at 1636, Verbal Warning:</b> Officer Easter spoke with Control 1 regarding an issued pass to a guest with the incorrect address. The matter was addressed, and a verbal warning was issued.</p>
<p><b>April 17, 2026, at 0124, Residence Concern:</b> Control 1 received a call from a resident at Luiseno Circle Dr reporting a possible person outside her home and requested a patrol check. Officers Aguilar and Colin responded and made contact with the residents. Officers conducted a walkthrough of the area and did not observe any suspicious individuals. The resident was advised of the findings and instructed to call back if any further concerns arise.</p>

<p><b>April 17, 2026, at 2012, Lift Assist:</b> A resident on Luiseno Circle Dr requested a lift assist for her husband. Officer Aguilar made contact with both residents and was able to successfully assist him to his room.</p>
<p><b>April 18, 2026, at 1816, Lift Assist:</b> A resident on Womsi Rd requested a lift assist for her husband. Officer Aguilar made contact with both residents and was able to successfully assist him to his car from his wheelchair.</p>
<p><b>April 18, 2026, at 2054, Medical:</b> Medical call received from PulsePoint, for a resident on Womsi Rd. Officer Aguilar, Cal Fire, and Mercy responded. Medical units began evaluating the resident. The resident reported not feeling well and experiencing weakness. One individual was transported.</p>
<p><b>April 19, 2026, 0806, Gate Runner:</b> Officer Orozco responded to a vehicle that failed to stop at the gate. The vehicle was located, and a notice of violation was issued.</p>
<p><b>April 19, 2026, at 0910, Resident Concern:</b> Officer Orozco responded to a report of a dog off leash. Contact was made with the individual, and community leash rules were explained.</p>
<p><b>April 19, 2026, at 1530, Resident Concern:</b> Officer Orozco assisted with a resident’s request to open and secure a hangar gate for guest access.</p>
<p><b>April 22, 2026, at 2004, St Francis Church 11.53:</b> Officer Aguilar found one of the doors open by the chapel building. Officer Aguilar was able to clear and secure the building. Control 1 to notify the contact.</p>
<p><b>April 22, 2026, at 2049, North Coast Church 11.53:</b> Officer Aguilar found the two main entrance doors to the church unlocked. He was able to clear the building but was unable to secure the doors. Control 1 to notify the contact.</p>
<p><b>April 23, 2026, at 1424, Trespassing:</b> Officer Easter was informed by a resident that another resident had been walking on her private property again. The reporting party requested the patrol make contact with the individual and address the issues. Officer Easter made contact with the subject and advised him that he was walking on private property. The subject insisted that he had a prescriptive right-of-way and stated that he is allowed to walk through the area. The subject was advised that if he continues to walk on the property, officers will respond again as needed.</p>
<p><b>April 24, 2026, at 1416, Snake Call:</b> Officer Easter was dispatched to Sukat Tr for a snake. The snake was successfully removed from the property.</p>
<p><b>April 24, 2026, at 2039, Medical 70:</b> Control 1 received a call from a resident requesting medical assistance for her husband, who was reported to be feeling weak and unwell. Officer Aguilar made contact and observed the male resident lying in bed, unable to move and appearing extremely weak. The fire department and medics arrived shortly after to assess the resident. After evaluation, one individual was transported for further care.</p>
<p><b>April 25, 2026, at 2347, Resident Concern:</b> Control 1 received a call from a resident on Luiseno Circle Dr, requesting a patrol check of her property due to concerns of a possible individual walking outside her home. Officers Aguilar and Meyer made contact with the residents and conducted a thorough walk around the property. No suspicious individuals or activity were observed. The resident was notified.</p>
<p><b>April 26, 2026, at 2035, North Coast Church 11.53:</b> Officer Meyer found the double doors in the breezeway unlocked. He cleared and secured the building. The alarm was not set. Control 1 to notify the contact in the morning.</p>
<p><b>April 27, 2026, at 1308, Speeder Report:</b> RPM notified Officer Easter of a vehicle speeding through the community, described as a dark blue Toyota Highlander. Officer Easter located the vehicle and made contact with the driver. The driver was identified as a permanent guest of a resident. Officer Easter advised the driver that the posted speed limit within the community is 25 MPH and emphasized the importance of adhering to it. The driver acknowledged and complied with the warning.</p>
<p><b>April 29, 2026, at 1122, Resident Concern:</b> A resident on PVD reported an issue involving a service worker at the back gate entrance on Cole Grade Rd. The resident stated he was involved in a verbal confrontation with the service worker, who was allegedly using profanity towards him. The resident contacted Control</p>

<p>1 requesting documentation of the incident. Shortly after, the service worker redirected and proceeded to the correct entrance for a delivery to the country club. No further issues were reported.</p>
<p><b>April 30, 2026, at 0356, Lift Assist:</b> A resident on Luiseno Circle Dr requested a lift assist. Officer Colin successfully assisted the resident back into his bed.</p>
<p><b>April 30, 2026, at 0806, Water Leak:</b> Officer Easter was dispatched to Temet Rd for a water leak. The officer made contact with a worker on the property. He informed the officer that the owner of the house had requested the worker turn off the water from the main valve. RPM was notified.</p>
<p><b>April 30, 2026, at 0935, Resident Concern:</b> Officer Easter was dispatched regarding a report of a resident walking a dog without a leash in the community. Upon arrival, Officer Easter conducted an area check but was unable to locate the individual matching the description. No further action was taken at this time.</p>
<p><b>April 30, 2026, at 2137, Resident Reports:</b> Control 1 received a call from a resident on Katkat regarding a disturbance involving two individuals who had been at the residence. They were acting in a disruptive and confrontational manner, including throwing wine at the resident over a financial dispute. Upon arrival, the individuals involved had already left the location. Contact was made with the reporting party, who explained the situation and advised that they did not wish to involve law enforcement, only to have the incident reported. The situation was cleared without further incident.</p>
<p><b>May 1, 2026, at 0823, Gate Runner:</b> Officer Orozco responded to a vehicle that accidentally struck the barrier arm at the front gate. The barrier was reset and returned to operational use.</p>
<p><b>May 1, 2026, at 1000, Country Club Concern:</b> Officer Orozco responded to a report of an individual who was not permitted to be on the golf course. Contact was made, and the individual was advised to leave and complied.</p>
<p><b>May 1, 2026, at 1733, Snake Call:</b> Officer Orozco responded to a snake call. The animal was not accessible for removal, and the resident was advised to follow up if needed.</p>
<p><b>May 3, 2026, at 1302, Traffic Accident:</b> Officer Orozco responded to a reported traffic collision on Hwy 76. The incident was located near the Knox gate and involved a single-vehicle rollover. Medical personnel evaluated the driver, and no transport was required. Traffic control was handled on scene, and normal traffic flow was restored.</p>
<p><b>May 3, 2026, at 1302, St Francis Church 11.53:</b> Officer Orozco discovered the front double doors were not properly secured due to a mechanical issue. The building was checked with no signs of forced entry. Control 1 to notify contact.</p>
<p><b>May 4<sup>th</sup>, 2026, at 0937, Unleashed Dog:</b> Officer Easter informed a resident regarding his dog being off-leash while walking inside PVCCE that PVCSD enforces a leash law inside the community.</p>
<p><b>May 4, 2026, at 2040, Pauma Building 11.53:</b> Officer Meyer found doors 100 and 103 unlocked. He cleared and secured both doors. Control 1 to notify the contact in the morning.</p>
<p><b>May 5, 2026, at 1030, Unleashed Dog:</b> Officer Easter informed a resident regarding his dog being off a leash for a 2<sup>nd</sup> time while walking inside PVCCE that PVCSD enforces a leash law inside the community.</p>
<p><b>May 5, 2026, at 0331, Medical:</b> Officer Colin was dispatched to Community Church Rd for a medical. Medics evaluated the individual, and no transport was required.</p>
<p><b>May 6, 2026, at 0905, Gate Crasher:</b> Officer Easter issued a NOV for a black Mercedes at the country club after the vehicle made contact with the barrier arm at the back gate entrance.</p>
<p><b>May 7, 2026, at 2210, Lift Assist:</b> Officer Aguilar responded to a lift assist for a resident on Pauma Valley Dr who had fallen out of her bed. Upon arrival, contact was made with the resident and her husband. The resident stated she was not injured, did not hit her head, and was not experiencing pain. The resident was successfully assisted back into bed without further incident.</p>
<p><b>May 8, 2026, at 2052, Knight Security:</b> Officer Aguilar responded to a Knight Security call for a resident on Pauma Valley Dr. Their alarm for the laundry door was going off. Officer Aguilar was initially unable to</p>

access the property due to the gated entrance and lack of pass code access. Attempts were made to contact the resident staying at the residence, but there was no answer. Later, the individual caring for the residence contacted Control 1 and requested patrol to return to assist with checking the property. Officer Aguilar met with the caretaker and conducted an inspection of the residence and laundry area. All doors and windows were found secure, and no signs of forced entry or suspicious activity were observed.

**May 9, 2026, at 1524, Resident Concern:** Officer Orozco responded to a resident concern regarding a reported speeding vehicle. During contact, the report was interrupted due to an unrelated incident involving a loose dog. The resident became verbally upset during the contact, and the incident was reported to a supervisor.

**May 10, 2026, at 2009, St Francis Church, 11.53:** Officer Aguilar found the front door to the chapel broken. He talked to someone at the church who was on site, and they said they would try to get it fixed soon.

RFID Entries						
Front Gate		Center Gate			Back Gate	
16,524		1,850			17,083	
Dispatch By Location						
Inside PVCCE	Oak Tree	School	Business Dist.	St. Francis	PVCC	Hwy 76
33	0	1	8	3	2	2
Highlights by Shift Periods						
A: 2200-0600		B: 0600-1400			C: 1400-2200	
6		22			24	

PVCSD Patrol – Building Checks				
Location	Unsecured Door	Fire Alarm	Burglary Alarm	Officer Check
			459A	1153
Country Club(CC)				
Greens Maintenance(GM)				
Community Church(CO)	5			48
Gravel Yard(GY)				61
Saint Francis(SF)	5		1	61
Pauma School(PS)	2			41
Pauma Building(PB)				43
Airport Hangars(AH)				56
Treatment Plant(TP)				52
Pauma Village(PV)				36
Residential Houses/Other	2		1	

Patrol Activity				Gate Activity	
Medicals	8	Resident Concern	16	Activity/Malfunctions	Totals
Welfare Checks		Suspicious Activity		Unresponsive	2-chain malfunction gate
Lift Assist	9	Noise Complaint		Will Not Close	1
Domestic Dispute		Process Server		False Read	0
Traffic Collisions		911 Hang-up Call		Loss of Controls	continous
Gate Runner/ Gate Crashers	1/1	Loose Pets		Video Loss	1
Public Assists		Snake Call	6	Device Entries	52,419
Jump Start		Trespassing	1	Passes Issued	2,948
Notice of Violation	2	Other	5	Pass Entries	6,719

Acronym Legend			
Acronym	Definition	Acronym	Description
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<b>DL</b>	Driver License	<b>BMA</b>	Black Male Adult
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<b>FU</b>	Follow Up	<b>HFA</b>	Hispanic Female Adult
<b>IVO</b>	In Vicinity Of	<b>HMA</b>	Hispanic Male Adult
<b>LP</b>	License Plate	<b>HFJ</b>	Hispanic Female Juvenile
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<b>PVD</b>	Pauma Valley Drive	<b>NAFA</b>	Native American Female Adult
<b>PVRA</b>	Pauma Valley Roadway Association	<b>NAMA</b>	Native American Male Adult
<b>ROTR</b>	Rules of the Road	<b>NAFJ</b>	Native American Female Juvenile
<b>RP</b>	Reporting Party	<b>NAMJ</b>	Native American Male Juvenile
<b>SB</b>	South Bound	<b>WFA</b>	White Female Adult
<b>S/O</b>	Sheriff's Office	<b>WMA</b>	White Male Adult
<b>SR 76</b>	State Route 76/ Highway 76	<b>WFJ</b>	White Female Juvenile
<b>TC</b>	Traffic Collision	<b>WMJ</b>	White Male Juvenile

<b>UTL</b>	Unable to Locate		
<b>WB</b>	West Bound		
<b>WWE</b>	Wiskon Way East		
<b>WWW</b>	Wiskon Way West		
<b>YOA</b>	Years of Age		
<b>Unresponsive</b>	the gate does not open for an RFID		
<b>Will Not Close</b>	the gate does not close when it is supposed to		
<b>False Signal</b>	the alarm goes off in the Front Gate for no discernable reason		
<b>Loss of Controls</b>	gate attendant cannot open the gates remotely		
<b>Video Loss</b>	occurs when the gate attendant cannot see the feeds from the Center or Back Gates		

## **SECURITY AGREEMENT**

THIS SECURITY AGREEMENT, (this “Security Agreement”) is made and dated as of August 25, 2025, by and among CollectiveSun Lending, LLC, a California limited liability company with a principal place of business at 3295 Meade Avenue, San Diego, CA 92116 (“LENDER”), and Pauma Valley Community Services District, a California community services district, with a principal place of business at 33129 Cole Grade Road, Pauma Valley, CA 92061 (“BORROWER”). BORROWER and LENDER shall be collectively known herein as “the Parties.”

The Parties entered into a Loan Agreement and Promissory Note dated October 9, 2024 (the “Loan Agreement”) for the purpose of funding BORROWER’s obligation under a Construction Agreement between BORROWER and Sattler Solar, Inc. (the “Construction Agreement”). The Construction Agreement involved upgrading an existing commercial solar generation facility owned by BORROWER and located on the rooftop of an airport hangar in the Pauma Valley Country Club Airpark in order to make the existing facility fully operational (the “Project”). A copy of the Loan Agreement between the Parties is attached hereto and incorporated by reference as Exhibit “A”. The total estimated amount to be financed by BORROWER under the terms of the Loan Agreement, including all fees and interest accrued, is \$84,521.75 (the “Loan”).

As security for BORROWER’s obligations under the Loan Agreement, BORROWER hereby grants to LENDER a first priority security interest in a portion of the Solar System that will be upgraded as part of the Project. Specifically, the Parties agree that the portion of the Solar System, which serves as collateral under this Security Agreement, includes the following items (collectively known herein as the “Collateral”):

<u><b>Item Description</b></u>	<u><b>Quantity</b></u>	<u><b>Estimated Value</b></u>
LG Solar 420-Watt NeON® R Prime Solar Panel Cello Technology, All Black (Model # LG420QAK-A6) with 25-Year Limited Product Warranty	80	\$39,600
SMA Sunny Boy 5000-Watt 208/240 Volt Single Phase Grid-Tie Inverter (Model # SB-5.0-1SP-US-41)	20	\$51,500

The Parties further agree that the Collateral includes any replacements or substitutions made under manufacturer warranty or in the ordinary course of repair during the Term of the Loan Agreement, but does not include equipment added or upgraded independently by BORROWER after completion of the Project. By executing this Security Agreement, BORROWER authorizes LENDER to file a UCC-1 financing statement to perfect its interest in the Collateral.

BORROWER agrees not to interfere with LENDER’S right to LENDER’s ongoing operation of the Collateral, at LENDER’s discretion, if LENDER were to enforce its security interest under this Security Agreement. BORROWER also agrees not to remove, sell, transfer, or otherwise dispose of the Collateral, except as permitted under Section (k) of the Loan Agreement, which requires full repayment of the outstanding Loan balance prior to any such transfer or relocation, or upon fully payment of the Loan owing to LENDER under the Loan Agreement.

Within sixty (60) days from the date of full payment of the Loan owing to LENDER under the Loan Agreement, LENDER agrees to file a notice of termination and release of the UCC-1 financing statement filed by LENDER under this Security Agreement, and any other documents necessary to evidence the termination and release of LENDER’s security interest in the Collateral. Such notice shall terminate and release all liens, pledges, charges, security interests, and other encumbrances created in favor of LENDER pursuant to the Loan Agreement and this Security Agreement.

The Parties acknowledge that this Security Agreement serves as an authenticated record for purposes of Article 9 of the Uniform Commercial Code. The Parties further acknowledge that the representations, warranties and agreements contained in this Security Agreement are binding on each Party’s successors, assigns, heirs, and legal representatives.

BORROWER  
Pauma Valley Community Services District

LENDER  
CollectiveSun Lending, LLC



\_\_\_\_\_  
BORROWER Signature

\_\_\_\_\_  
LENDER Signature

Eric Steinlicht, General Manager

Managing Member

\_\_\_\_\_  
Name and title of person signing

\_\_\_\_\_  
Name and title of person signing

08/26/2025

08/25/2025

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**EXHIBIT A**

**Loan Agreement and Promissory Note**

## LOAN AGREEMENT

THIS LOAN AGREEMENT AND PROMISSORY NOTE (“Note”), shall be effective as of October 3, 2024, by and among CollectiveSun Lending, LLC, a California limited liability company with the principal place of business at 3295 Meade Avenue, San Diego, CA 92116, (“LENDER”) and Pauma Valley Community Services District, with a principal place of business at 33129 Cole Grade Road, Pauma Valley, CA 92061. (“BORROWER”). BORROWER and LENDER shall be collectively known herein as “the Parties.” In determining the rights and duties of the Parties under this Note Agreement (“Note” or “Agreement”), the entire document must be read as a whole.

Summary	
Total solar installation cost:	\$78,472.18
Deposits/Payments made by BORROWER to Solar Installer to date:	(\$0.00)
Total estimated future distributions by LENDER to Solar Installer/subcontractors:	\$78,472.18
Fees added by LENDER to loan:	\$5,000.00
Total projected capital drawdowns:	\$83,472.18
Total estimated construction interest:	\$1,049.57
Total estimated amount to be financed:	\$84,521.75
Loan term:	10 years
Interest rate:	4.99%
Estimated monthly loan payment:	\$571.62
Total of estimated monthly payments over 10 years:	\$68,594.40
Estimated one-time payment due in 2 years or less (Direct Pay tax credit):	\$33,808.70
Total estimated interest paid over 10 years:	\$17,881.28
Prepayment penalty:	None

## PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to repay to LENDER the sum of \$78,472.18 together with simple interest thereon at a rate of 4.99 percent (4.99%) per annum and in accordance with the following terms:

(a) **Term.** The closing of the loan (“Loan Closing”) occurs upon execution of this Agreement by the BORROWER and LENDER. The Note will be for a term of ten (10) years beginning on the earlier of (a) the Commercial Operations Date (COD) of the Solar System’s installation, (b) Eighteen (18) months from the first funding distribution, or (c) cancellation of Solar System installation (the “Term”). Simple interest is to be computed on the entire loan amount starting on the first day of the Term on the basis of a 30 day month and 360 day year.

(b) **Distributions.** LENDER funding distributions will be made to the Solar System installation contractor (“Solar Installer”) or appropriate equipment vendor/subcontractor, materials supplier or other party at the LENDER’s discretion. Distributions will be made according to a milestone schedule established with the Solar Installer selected by the BORROWER and documented in an agreement between the BORROWER and the Solar Installer. Distributions may deviate from the milestone schedule with mutual consent of the BORROWER, LENDER and Solar Installer. The distribution schedule does not change the effective start date of the Term for the entire loan amount. However, during the construction period (defined herein as the period after the Loan Closing until the Term begins), interest will accrue on any actual distributions made from the date.

(c) **Monthly Payments.** No payments are due until the beginning of the Term. Upon starting the Term, the loan is re-amortized for a 10 year Term including the interest accrued during the construction period. Note payments will be fully-amortized equal monthly payments of principal and interest accruing from the beginning of the Term and based on the total principal balance at the beginning of the Term, less the present value of the one-time payment amount in two (2) years at 4.99 percent (4.99%) per annum.

Note payments are due on the first of the month and payable via automatic ACH with routing and bank account details to be provided by BORROWER to LENDER. Notwithstanding the above, the first and last monthly payments may be prorated should the start of the Note’s term not fall on the first of the month.

Because the monthly payment for the Term is calculated reflecting an expected one-time payment amount made by BORROWER to LENDER in two (2) years or less, the BORROWER agrees to file on time all necessary documents and information necessary to claim the Direct Pay tax credit. LENDER may request copies of any such filings. BORROWER further agrees to remit the full amount of the anticipated one-time payment amount to LENDER regardless of the amount actually received as a result of the Direct Pay tax credit. The BORROWER must make the one-time payment within 30 days of its receipt of the Direct Pay tax credit, but no later than 2 years from the start of the Term. When received, the full amount of the one-time payment will be applied to the principal balance. If the one-time payment is remitted to LENDER earlier than the start

of the Term, the BORROWER is entitled to a reduction in the interest amount that was capitalized into principle assuming two full years of interest. Early remittance of the one-time payment amount will not affect the monthly payment, but will shorten the loan term and/or lower the final payment amount depending on how early the remittance is received. If the one-time payment is not remitted to LENDER on or before 2 years from the COD date, interest charges will continue to accrue and the loan will be considered in default.

LENDER is not providing any tax advice and makes no representations or warranties with respect to the eligibility or value of the Direct Pay tax refund and encourages the BORROWER to consult with its tax and legal advisors.

(d) **Method of Payment.** BORROWER shall make all payments called for under this loan Agreement in the manner specified by the LENDER.

(e) **Delinquency.** Generally, the Note will be considered delinquent if no payment has been received within five (5) days of the payment due date. BORROWER will be notified of delinquency by email on the tenth (10th) day after the payment due date, and a late charge will be assessed, which may generally be ten percent (10%) of the unpaid portion of the regularly scheduled payment or one hundred dollars (\$100), whichever is greater. Late charges may be waived at the sole discretion of the LENDER.

(f) **Default.** A loan may be considered in default if no payment has been received within thirty (30) days of the payment due date. Available remedies will usually be initiated shortly after the thirty-first (31st) day after a default, with the exact timing according to the LENDER's business judgment. All reasonable costs associated with this process are to be posted to the BORROWER's account for reimbursement.

(g) **Remedies Upon Default.** Upon default, LENDER is entitled to all remedies available by law, including but not limited to the Solar System's disconnection until the default is remedied, removal and recovery of the Solar System, and judicial recovery of the remaining balance due on this Note. Any delay in exercising an available remedy does not constitute a waiver of such a right.

(h) **Annual Reporting.** BORROWER agrees to submit to LENDER for the life of this Loan Agreement an annual report demonstrating 'social returns' of the solar installation. These reports may include, but are not limited to, a) actual solar power produced, b) use of energy savings for programs and services, c) education for community and youth about solar and other sustainable energy, and d) awards, publications, and other media mentions related to the solar installation. All reasonable reporting and information requested by LENDER shall be provided. BORROWER grants LENDER the right to publicly use, display, share, and advertise the photographic images, project details, price and any other identifying information of the BORROWER or project.

(i) **Insurance.** BORROWER agrees to maintain in full force and effect throughout the loan term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering the risk of loss or damage to the Solar System and in an

amount equal to or greater than the outstanding principal loan balance at the beginning of the Term. The BORROWER shall notify the LENDER on or before the date on which the BORROWER assumes full ownership of the energy equipment and shall name LENDER as the loss payee upon BORROWER taking legal title to the Solar System. In addition, BORROWER also agrees to maintain in full force and effect throughout the construction period and loan term, with an insurance company with an A.M. Best rating of A-VII or better, liability insurance covering liability associated with the Solar System with limits of at least USD 1 million per occurrence and at least USD 2 million in the aggregate.

(j) **Indemnification of Lender.** BORROWER shall indemnify LENDER and its respective affiliates, subsidiaries, directors, officers, and employees against all losses, claims, damages, penalties, judgments, liabilities, and reasonable expenses (including, without limitation, all expenses of litigation or preparation therefore whether or not LENDER is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Loan hereunder; provided, however, that nothing herein shall obligate BORROWER to indemnify LENDER from and against any losses, claims, damages, penalties, judgments, liabilities, and expenses, imposed on or incurred by LENDER by reason of LENDER's willful misconduct or gross negligence. The obligations of BORROWER under this paragraph shall survive the termination of this Agreement.

(k) **Note Transferability.** LENDER retains the right to transfer ownership of the Note with or without notice. Upon transfer Note ownership, the new owner stands in place of the LENDER of this Agreement. BORROWER does not have the right to transfer the loan. Should BORROWER sell or vacate the property on which the Solar System is installed, BORROWER must fully pay off the remaining loan amount balance to LENDER.

(l) **No Prepayment Penalty.** BORROWER may pay back the loan in full at any time without penalty.

## MISCELLANEOUS

(a) **Choice of Laws.** This Note will be governed by and construed in accordance with the laws of the State of California. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of California located in San Diego, or as elected by the LENDER, in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(b) **Entire Agreement.** This Note, including any attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, and warranties, express or implied, oral or written, with respect to the subject matter hereof, are superseded by this agreement. This is an integrated agreement.

(c) **Parties That Are Not Individuals.** If any Party to this Agreement is other than an

individual (i.e., a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Loan Agreement. Breach of any representation contained in this paragraph is considered a material breach of the Loan Agreement.

(d) **Binding Arbitration.** In case of any dispute arising between BORROWER and LENDER concerning this Note that cannot be settled by informal negotiation, the parties agree that before commencing any other remedy, they will first engage the services of a professional mediator agreed upon by the parties and attempt in good faith to resolve the dispute through confidential non-binding mediation. Each party shall bear one-half (1/2) of the mediator's fees and expenses and shall pay all of its own attorneys' fees and costs related to the mediation. If after fifteen (15) days from the first full day of mediation participation a party determines that the dispute cannot be resolved through continued mediation, the dispute shall be resolved in binding arbitration under the then prevailing rules of the American Arbitration Association in the county of the LENDER's principal place of business.

(e) **Successors.** The representations, warranties, and agreements contained in this Note shall be binding on BORROWER's successors, assigns, heirs, and legal representatives and shall inure to the benefit of the respective successors and assigns of the LENDER and its directors and officers. If BORROWER is more than one person, the obligations of all of them shall be joint and several, and the representations and warranties contained herein shall be deemed to be made by and to be binding upon each such person and his heirs, executors, administrators, successors, and assigns.

(f) **Confidentiality.** BORROWER acknowledges that the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information and shall not be shared by BORROWER with non-Parties without the express written consent of the LENDER.

FOR GOOD AND VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, BORROWER, intending to be legally bound, has executed this Note, effective as of date when it has been signed by all the Parties.

BORROWER  
Pauma Valley Community Services District



BORROWER Signature

Eric Steinlicht, General Manager

Name and title (if applicable) of person signing

10/09/2024

Signature Date

LENDER  
CollectiveSun Lending, LLC



LENDER Signature

Managing Member

Name and title (if applicable) of person signing

10/03/2024

Signature Date

## Estimated Construction Interest and your Milestones

What follows is a sample amortization schedule which makes the following assumptions:

- Construction takes 18 months from initial signature to Commercial Operations Date.
  - PVCSD shall, once each month, cause an estimate in writing to be made by the GM of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. PVCSD shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract.
- Total estimated accrued interest during construction period: \$1,049.57

At the commercial operations date, the principal balance including all actual accrued interest will be communicated to the Borrower, along with an updated repayment schedule and monthly payment amount.

### Estimated Amortization Schedule

Estimated Amortization Schedule						
<u>Month</u>	<u>Beginning Balance</u>	<u>Monthly Payment</u>	<u>One-Time Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Ending Balance</u>
1	\$84,521.75	\$571.62	\$0.00	\$220.15	\$351.47	\$84,301.60
2	\$84,301.60	\$571.62	\$0.00	\$221.07	\$350.55	\$84,080.53
3	\$84,080.53	\$571.62	\$0.00	\$221.99	\$349.63	\$83,858.54
4	\$83,858.54	\$571.62	\$0.00	\$222.91	\$348.71	\$83,635.63
5	\$83,635.63	\$571.62	\$0.00	\$223.84	\$347.78	\$83,411.79
6	\$83,411.79	\$571.62	\$0.00	\$224.77	\$346.85	\$83,187.02
7	\$83,187.02	\$571.62	\$0.00	\$225.70	\$345.92	\$82,961.32
8	\$82,961.32	\$571.62	\$0.00	\$226.64	\$344.98	\$82,734.68
9	\$82,734.68	\$571.62	\$0.00	\$227.58	\$344.04	\$82,507.10
10	\$82,507.10	\$571.62	\$0.00	\$228.53	\$343.09	\$82,278.57
11	\$82,278.57	\$571.62	\$0.00	\$229.48	\$342.14	\$82,049.09
12	\$82,049.09	\$571.62	\$0.00	\$230.43	\$341.19	\$81,818.66
13	\$81,818.66	\$571.62	\$0.00	\$231.39	\$340.23	\$81,587.27
14	\$81,587.27	\$571.62	\$0.00	\$232.35	\$339.27	\$81,354.92
15	\$81,354.92	\$571.62	\$0.00	\$233.32	\$338.30	\$81,121.60
16	\$81,121.60	\$571.62	\$0.00	\$234.29	\$337.33	\$80,887.31
17	\$80,887.31	\$571.62	\$0.00	\$235.26	\$336.36	\$80,652.05
18	\$80,652.05	\$571.62	\$0.00	\$236.24	\$335.38	\$80,415.81

19	\$80,415.81	\$571.62	\$0.00	\$237.22	\$334.40	\$80,178.59
20	\$80,178.59	\$571.62	\$0.00	\$238.21	\$333.41	\$79,940.38
21	\$79,940.38	\$571.62	\$0.00	\$239.20	\$332.42	\$79,701.18
22	\$79,701.18	\$571.62	\$0.00	\$240.20	\$331.42	\$79,460.98
23	\$79,460.98	\$571.62	\$0.00	\$241.19	\$330.43	\$79,219.79
24	\$79,219.79	\$571.62	\$33,808.70	\$34,050.90	\$329.42	\$45,168.89
25	\$45,168.89	\$571.62	\$0.00	\$383.79	\$187.83	\$44,785.10
26	\$44,785.10	\$571.62	\$0.00	\$385.39	\$186.23	\$44,399.71
27	\$44,399.71	\$571.62	\$0.00	\$386.99	\$184.63	\$44,012.72
28	\$44,012.72	\$571.62	\$0.00	\$388.60	\$183.02	\$43,624.12
29	\$43,624.12	\$571.62	\$0.00	\$390.22	\$181.40	\$43,233.90
30	\$43,233.90	\$571.62	\$0.00	\$391.84	\$179.78	\$42,842.06
31	\$42,842.06	\$571.62	\$0.00	\$393.47	\$178.15	\$42,448.59
32	\$42,448.59	\$571.62	\$0.00	\$395.10	\$176.52	\$42,053.49
33	\$42,053.49	\$571.62	\$0.00	\$396.75	\$174.87	\$41,656.74
34	\$41,656.74	\$571.62	\$0.00	\$398.40	\$173.22	\$41,258.34
35	\$41,258.34	\$571.62	\$0.00	\$400.05	\$171.57	\$40,858.29
36	\$40,858.29	\$571.62	\$0.00	\$401.72	\$169.90	\$40,456.57
37	\$40,456.57	\$571.62	\$0.00	\$403.39	\$168.23	\$40,053.18
38	\$40,053.18	\$571.62	\$0.00	\$405.07	\$166.55	\$39,648.11
39	\$39,648.11	\$571.62	\$0.00	\$406.75	\$164.87	\$39,241.36
40	\$39,241.36	\$571.62	\$0.00	\$408.44	\$163.18	\$38,832.92
41	\$38,832.92	\$571.62	\$0.00	\$410.14	\$161.48	\$38,422.78
42	\$38,422.78	\$571.62	\$0.00	\$411.85	\$159.77	\$38,010.93
43	\$38,010.93	\$571.62	\$0.00	\$413.56	\$158.06	\$37,597.37
44	\$37,597.37	\$571.62	\$0.00	\$415.28	\$156.34	\$37,182.09
45	\$37,182.09	\$571.62	\$0.00	\$417.00	\$154.62	\$36,765.09
46	\$36,765.09	\$571.62	\$0.00	\$418.74	\$152.88	\$36,346.35
47	\$36,346.35	\$571.62	\$0.00	\$420.48	\$151.14	\$35,925.87
48	\$35,925.87	\$571.62	\$0.00	\$422.23	\$149.39	\$35,503.64
49	\$35,503.64	\$571.62	\$0.00	\$423.98	\$147.64	\$35,079.66
50	\$35,079.66	\$571.62	\$0.00	\$425.75	\$145.87	\$34,653.91
51	\$34,653.91	\$571.62	\$0.00	\$427.52	\$144.10	\$34,226.39
52	\$34,226.39	\$571.62	\$0.00	\$429.30	\$142.32	\$33,797.09
53	\$33,797.09	\$571.62	\$0.00	\$431.08	\$140.54	\$33,366.01
54	\$33,366.01	\$571.62	\$0.00	\$432.87	\$138.75	\$32,933.14
55	\$32,933.14	\$571.62	\$0.00	\$434.67	\$136.95	\$32,498.47
56	\$32,498.47	\$571.62	\$0.00	\$436.48	\$135.14	\$32,061.99
57	\$32,061.99	\$571.62	\$0.00	\$438.30	\$133.32	\$31,623.69

58	\$31,623.69	\$571.62	\$0.00	\$440.12	\$131.50	\$31,183.57
59	\$31,183.57	\$571.62	\$0.00	\$441.95	\$129.67	\$30,741.62
60	\$30,741.62	\$571.62	\$0.00	\$443.79	\$127.83	\$30,297.83
61	\$30,297.83	\$571.62	\$0.00	\$445.63	\$125.99	\$29,852.20
62	\$29,852.20	\$571.62	\$0.00	\$447.48	\$124.14	\$29,404.72
63	\$29,404.72	\$571.62	\$0.00	\$449.35	\$122.27	\$28,955.37
64	\$28,955.37	\$571.62	\$0.00	\$451.21	\$120.41	\$28,504.16
65	\$28,504.16	\$571.62	\$0.00	\$453.09	\$118.53	\$28,051.07
66	\$28,051.07	\$571.62	\$0.00	\$454.97	\$116.65	\$27,596.10
67	\$27,596.10	\$571.62	\$0.00	\$456.87	\$114.75	\$27,139.23
68	\$27,139.23	\$571.62	\$0.00	\$458.77	\$112.85	\$26,680.46
69	\$26,680.46	\$571.62	\$0.00	\$460.67	\$110.95	\$26,219.79
70	\$26,219.79	\$571.62	\$0.00	\$462.59	\$109.03	\$25,757.20
71	\$25,757.20	\$571.62	\$0.00	\$464.51	\$107.11	\$25,292.69
72	\$25,292.69	\$571.62	\$0.00	\$466.44	\$105.18	\$24,826.25
73	\$24,826.25	\$571.62	\$0.00	\$468.38	\$103.24	\$24,357.87
74	\$24,357.87	\$571.62	\$0.00	\$470.33	\$101.29	\$23,887.54
75	\$23,887.54	\$571.62	\$0.00	\$472.29	\$99.33	\$23,415.25
76	\$23,415.25	\$571.62	\$0.00	\$474.25	\$97.37	\$22,941.00
77	\$22,941.00	\$571.62	\$0.00	\$476.22	\$95.40	\$22,464.78
78	\$22,464.78	\$571.62	\$0.00	\$478.20	\$93.42	\$21,986.58
79	\$21,986.58	\$571.62	\$0.00	\$480.19	\$91.43	\$21,506.39
80	\$21,506.39	\$571.62	\$0.00	\$482.19	\$89.43	\$21,024.20
81	\$21,024.20	\$571.62	\$0.00	\$484.19	\$87.43	\$20,540.01
82	\$20,540.01	\$571.62	\$0.00	\$486.21	\$85.41	\$20,053.80
83	\$20,053.80	\$571.62	\$0.00	\$488.23	\$83.39	\$19,565.57
84	\$19,565.57	\$571.62	\$0.00	\$490.26	\$81.36	\$19,075.31
85	\$19,075.31	\$571.62	\$0.00	\$492.30	\$79.32	\$18,583.01
86	\$18,583.01	\$571.62	\$0.00	\$494.35	\$77.27	\$18,088.66
87	\$18,088.66	\$571.62	\$0.00	\$496.40	\$75.22	\$17,592.26
88	\$17,592.26	\$571.62	\$0.00	\$498.47	\$73.15	\$17,093.79
89	\$17,093.79	\$571.62	\$0.00	\$500.54	\$71.08	\$16,593.25
90	\$16,593.25	\$571.62	\$0.00	\$502.62	\$69.00	\$16,090.63
91	\$16,090.63	\$571.62	\$0.00	\$504.71	\$66.91	\$15,585.92
92	\$15,585.92	\$571.62	\$0.00	\$506.81	\$64.81	\$15,079.11
93	\$15,079.11	\$571.62	\$0.00	\$508.92	\$62.70	\$14,570.19
94	\$14,570.19	\$571.62	\$0.00	\$511.03	\$60.59	\$14,059.16
95	\$14,059.16	\$571.62	\$0.00	\$513.16	\$58.46	\$13,546.00
96	\$13,546.00	\$571.62	\$0.00	\$515.29	\$56.33	\$13,030.71

97	\$13,030.71	\$571.62	\$0.00	\$517.43	\$54.19	\$12,513.28
98	\$12,513.28	\$571.62	\$0.00	\$519.59	\$52.03	\$11,993.69
99	\$11,993.69	\$571.62	\$0.00	\$521.75	\$49.87	\$11,471.94
100	\$11,471.94	\$571.62	\$0.00	\$523.92	\$47.70	\$10,948.02
101	\$10,948.02	\$571.62	\$0.00	\$526.09	\$45.53	\$10,421.93
102	\$10,421.93	\$571.62	\$0.00	\$528.28	\$43.34	\$9,893.65
103	\$9,893.65	\$571.62	\$0.00	\$530.48	\$41.14	\$9,363.17
104	\$9,363.17	\$571.62	\$0.00	\$532.68	\$38.94	\$8,830.49
105	\$8,830.49	\$571.62	\$0.00	\$534.90	\$36.72	\$8,295.59
106	\$8,295.59	\$571.62	\$0.00	\$537.12	\$34.50	\$7,758.47
107	\$7,758.47	\$571.62	\$0.00	\$539.36	\$32.26	\$7,219.11
108	\$7,219.11	\$571.62	\$0.00	\$541.60	\$30.02	\$6,677.51
109	\$6,677.51	\$571.62	\$0.00	\$543.85	\$27.77	\$6,133.66
110	\$6,133.66	\$571.62	\$0.00	\$546.11	\$25.51	\$5,587.55
111	\$5,587.55	\$571.62	\$0.00	\$548.39	\$23.23	\$5,039.16
112	\$5,039.16	\$571.62	\$0.00	\$550.67	\$20.95	\$4,488.49
113	\$4,488.49	\$571.62	\$0.00	\$552.96	\$18.66	\$3,935.53
114	\$3,935.53	\$571.62	\$0.00	\$555.25	\$16.37	\$3,380.28
115	\$3,380.28	\$571.62	\$0.00	\$557.56	\$14.06	\$2,822.72
116	\$2,822.72	\$571.62	\$0.00	\$559.88	\$11.74	\$2,262.84
117	\$2,262.84	\$571.62	\$0.00	\$562.21	\$9.41	\$1,700.63
118	\$1,700.63	\$571.62	\$0.00	\$564.55	\$7.07	\$1,136.08
119	\$1,136.08	\$571.62	\$0.00	\$566.90	\$4.72	\$569.18
120	\$569.18	\$571.62	\$0.00	\$569.25	\$2.37	-\$0.07
Total:		\$68,594.40	\$33,808.70	\$84,521.82	\$17,881.28	










# [Revised] Pauma Valley Community Services District - Loan Agreement

Final Audit Report

2024-10-09

Created:	2024-10-03
By:	Samantha Blanchard (sblanchard@collectivesun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh9T0o7S8_P_KXP8JEfE6rPx9sWZVxfK6

## "[Revised] Pauma Valley Community Services District - Loan Agreement" History

-  Document created by Samantha Blanchard (sblanchard@collectivesun.com)  
2024-10-03 - 5:15:40 PM GMT
-  Document emailed to Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov) for signature  
2024-10-03 - 5:15:45 PM GMT
-  Document emailed to Lee Barken (lbarken@collectivesun.com) for signature  
2024-10-03 - 5:15:45 PM GMT
-  Email viewed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
2024-10-03 - 10:38:19 PM GMT
-  Email viewed by Lee Barken (lbarken@collectivesun.com)  
2024-10-04 - 4:17:53 AM GMT
-  Document e-signed by Lee Barken (lbarken@collectivesun.com)  
Signature Date: 2024-10-04 - 4:18:40 AM GMT - Time Source: server
-  Email viewed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
2024-10-09 - 6:22:57 PM GMT
-  Document e-signed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
Signature Date: 2024-10-09 - 6:23:47 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-09 - 6:23:47 PM GMT









# PVCSD and CollectiveSun Security Agreement

Final Audit Report

2025-08-26

Created:	2025-08-25
By:	Samantha Blanchard (sblanchard@collectivesun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdoYpWq8un7hi5MhqNniohZ-u6KOS5791

## "PVCSD and CollectiveSun Security Agreement" History

-  Document created by Samantha Blanchard (sblanchard@collectivesun.com)  
2025-08-25 - 8:10:45 PM GMT
-  Document emailed to Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov) for signature  
2025-08-25 - 8:10:59 PM GMT
-  Document emailed to Lee Barken (lbarken@collectivesun.com) for signature  
2025-08-25 - 8:10:59 PM GMT
-  Email viewed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
2025-08-25 - 9:33:04 PM GMT
-  Email viewed by Lee Barken (lbarken@collectivesun.com)  
2025-08-26 - 1:44:55 AM GMT
-  Document e-signed by Lee Barken (lbarken@collectivesun.com)  
Signature Date: 2025-08-26 - 1:45:24 AM GMT - Time Source: server
-  Document e-signed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
Signature Date: 2025-08-26 - 5:14:01 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-26 - 5:14:01 PM GMT

**First Amendment and Restatement of Loan Agreement**

This **First Amendment and Restatement of Loan Agreement** (“**First Amendment and Restatement**”), is made and entered into as of December 5, 2025 (“**Effective Date**”), by and between CollectiveSun Lending LLC, a California Limited Liability Company, (“**Lender**”), and Pauma Valley Community Services District, (“**Borrower**”)

**Recitals**

Lender and Borrower are parties to a Loan Agreement, dated October 9, 2024 (the “**Original Loan Agreement**”), pursuant to which Lender has made a loan to Borrower for \$78,472. Due to an SDG&E mandated transformer and other infrastructure upgrades, the loan amount has been increased to \$131,727. Lender and Borrower desire to amend and restate the Loan Agreement in its entirety.

This First Amendment and Restatement of Loan Agreement amends and restates the Original Loan Agreement and is not intended to be, and shall not be construed as, a novation of the Original Loan Agreement.

Now therefore, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrower agree as follows:

1. Amendment and restatement of Loan Agreement

The Loan Agreement in its entirety, is amended and restated as set forth in Exhibit A attached hereto (the “**Loan Agreement**”)

2. Entire Agreement

This First Amendment and Restatement, including all exhibits and appendices hereto, sets forth the entire agreement of the parties with respect to the matters amended hereby and restates in its entirety, but does not extinguish, the Original Loan Agreement. This document is intended as a continuation of the Original Loan Agreement, as modified, and **shall not be construed to effect a novation or termination of the original obligations**. All liens, guarantees, and security interests granted under the Original Loan Agreement shall continue in full force and effect and shall secure the obligations as amended and restated herein.

Intending to be legally bound, the Lender and Borrower have caused this First Amendment and Restatement to be duly executed and delivered as of the Effective Date.

BORROWER  
Pauma Valley Community Services District



\_\_\_\_\_  
BORROWER Signature

Eric Steinlicht

\_\_\_\_\_  
Name and title (if applicable) of person signing

LENDER  
CollectiveSun Lending, LLC



\_\_\_\_\_  
LENDER Signature

Lee Barken, Managing Member

\_\_\_\_\_  
Name and title (if applicable) of person signing

12/05/2025

Signature Date

12/05/2025

Signature Date

## LOAN AGREEMENT

THIS LOAN AGREEMENT AND PROMISSORY NOTE (“Note”), shall be effective as of December 5, 2025, by and among CollectiveSun Lending, LLC, a California limited liability company with the principal place of business at 3295 Meade Avenue, San Diego, CA 92116, (“LENDER”) and Pauma Valley Community Services District, with a principal place of business at 33129 Cole Grade Road, Pauma Valley, CA 92061. (“BORROWER”). BORROWER and LENDER shall be collectively known herein as “the Parties.” In determining the rights and duties of the Parties under this Note Agreement (“Note” or “Agreement”), the entire document must be read as a whole.

Summary	
Total solar installation cost:	\$243,227.19
Deposits/Payments made by BORROWER to Solar Installer to date:	(\$115,000.00)
Total estimated future distributions by LENDER to Solar Installer/subcontractors:	\$128,227.19
Fees added by LENDER to loan:	\$5,000.00
Direct Pay Tax Filing Service Fee:	\$3,000.00
Total projected capital drawdowns:	\$133,227.19
Total estimated construction interest:	\$4,311.21
Total estimated amount to be financed:	\$137,538.40
Loan term:	10 years
Interest rate:	4.99%
Estimated monthly loan payment:	\$946.72
Total of estimated monthly payments over 10 years:	\$113,606.40
Estimated one-time payment due in 2 years or less (Direct Pay tax credit):	\$53,290.88
Total estimated interest paid over 10 years:	\$29,358.85
Prepayment penalty:	None

## PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to repay to LENDER the sum of \$128,227.19 together with simple interest thereon at a rate of 4.99 percent (4.99%) per annum and in accordance with the following terms:

(a) **Term.** The closing of the loan (“Loan Closing”) occurs upon execution of this Agreement by the BORROWER and LENDER. The Note will be for a term of ten (10) years beginning on the earlier of (a) the Commercial Operations Date (COD) of the Solar System’s installation, (b) Eighteen (18) months from the first funding distribution, or (c) cancellation of Solar System installation (the “Term”). Simple interest is to be computed on the entire loan amount starting on the first day of the Term on the basis of a 30 day month and 360 day year.

(b) **Distributions.** LENDER funding distributions will be made to the Solar System installation contractor (“Solar Installer”) or appropriate equipment vendor/subcontractor, materials supplier or other party at the LENDER’s discretion. Distributions will be made according to a milestone schedule established with the Solar Installer selected by the BORROWER and documented in an agreement between the BORROWER and the Solar Installer. Distributions may deviate from the milestone schedule with mutual consent of the BORROWER, LENDER and Solar Installer. The distribution schedule does not change the effective start date of the Term for the entire loan amount. However, during the construction period (defined herein as the period after the Loan Closing until the Term begins), interest will accrue on any actual distributions made from the date.

(c) **Monthly Payments.** No payments are due until the beginning of the Term. Upon starting the Term, the loan is re-amortized for a 10 year Term including the interest accrued during the construction period. Note payments will be fully-amortized equal monthly payments of principal and interest accruing from the beginning of the Term and based on the total principal balance at the beginning of the Term, less the present value of the one-time payment amount in two (2) years at 4.99 percent (4.99%) per annum.

Note payments are due on the first of the month and payable via automatic ACH with routing and bank account details to be provided by BORROWER to LENDER. Notwithstanding the above, the first and last monthly payments may be prorated should the start of the Note’s term not fall on the first of the month.

Because the monthly payment for the Term is calculated reflecting an expected one-time payment amount made by BORROWER to LENDER in two (2) years or less, the BORROWER agrees to file on time all necessary documents and information necessary to claim the Direct Pay tax credit. LENDER may request copies of any such filings. BORROWER further agrees to remit the full amount of the anticipated one-time payment amount to LENDER regardless of the amount

## Exhibit A: Loan Agreement

actually received as a result of the Direct Pay tax credit. The BORROWER must make the one-time payment within 30 days of its receipt of the Direct Pay tax credit, but no later than 2 years from the start of the Term. When received, the full amount of the one-time payment will be applied to the principal balance. If the one-time payment is remitted to LENDER earlier than the start of the Term, the BORROWER is entitled to a reduction in the interest amount that was capitalized into principle assuming two full years of interest. Early remittance of the one-time payment amount will not affect the monthly payment, but will shorten the loan term and/or lower the final payment amount depending on how early the remittance is received. If the one-time payment is not remitted to LENDER on or before 2 years from the COD date, interest charges will continue to accrue and the loan will be considered in default.

LENDER is not providing any tax advice and makes no representations or warranties with respect to the eligibility or value of the Direct Pay tax refund and encourages the BORROWER to consult with its tax and legal advisors.

(d) **Method of Payment.** BORROWER shall make all payments called for under this loan Agreement in the manner specified by the LENDER.

(e) **Delinquency.** Generally, the Note will be considered delinquent if no payment has been received within five (5) days of the payment due date. BORROWER will be notified of delinquency by email on the tenth (10th) day after the payment due date, and a late charge will be assessed, which may generally be ten percent (10%) of the unpaid portion of the regularly scheduled payment or one hundred dollars (\$100), whichever is greater. Late charges may be waived at the sole discretion of the LENDER.

(f) **Default.** A loan may be considered in default if no payment has been received within thirty (30) days of the payment due date. Available remedies will usually be initiated shortly after the thirty-first (31st) day after a default, with the exact timing according to the LENDER's business judgment. All reasonable costs associated with this process are to be posted to the BORROWER's account for reimbursement.

(g) **Remedies Upon Default.** Upon default, LENDER is entitled to all remedies available by law, including but not limited to the Solar System's disconnection until the default is remedied, removal and recovery of the Solar System, and judicial recovery of the remaining balance due on this Note. Any delay in exercising an available remedy does not constitute a waiver of such a right.

(h) **Annual Reporting.** BORROWER agrees to submit to LENDER for the life of this Loan Agreement an annual report demonstrating 'social returns' of the solar installation. These reports may include, but are not limited to, a) actual solar power produced, b) use of energy savings for programs and services, c) education for community and youth about solar and other sustainable energy, and d) awards, publications, and other media mentions related to the solar installation. All

reasonable reporting and information requested by LENDER shall be provided. BORROWER grants LENDER the right to publicly use, display, share, and advertise the photographic images, project details, price and any other identifying information of the BORROWER or project.

(i) **Insurance.** BORROWER agrees to maintain in full force and effect throughout the loan term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering the risk of loss or damage to the Solar System and in an amount equal to or greater than the outstanding principal loan balance at the beginning of the Term. The BORROWER shall notify the LENDER on or before the date on which the BORROWER assumes full ownership of the energy equipment and shall name LENDER as the loss payee upon BORROWER taking legal title to the Solar System. In addition, BORROWER also agrees to maintain in full force and effect throughout the construction period and loan term, with an insurance company with an A.M. Best rating of A-VII or better, liability insurance covering liability associated with the Solar System with limits of at least USD 1 million per occurrence and at least USD 2 million in the aggregate.

(j) **Indemnification of Lender.** BORROWER shall indemnify LENDER and its respective affiliates, subsidiaries, directors, officers, and employees against all losses, claims, damages, penalties, judgments, liabilities, and reasonable expenses (including, without limitation, all expenses of litigation or preparation therefore whether or not LENDER is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Loan hereunder; provided, however, that nothing herein shall obligate BORROWER to indemnify LENDER from and against any losses, claims, damages, penalties, judgments, liabilities, and expenses, imposed on or incurred by LENDER by reason of LENDER's willful misconduct or gross negligence. The obligations of BORROWER under this paragraph shall survive the termination of this Agreement.

(k) **Note Transferability.** LENDER retains the right to transfer ownership of the Note with or without notice. Upon transfer Note ownership, the new owner stands in place of the LENDER of this Agreement. BORROWER does not have the right to transfer the loan. Should BORROWER sell or vacate the property on which the Solar System is installed, BORROWER must fully pay off the remaining loan amount balance to LENDER.

(l) **No Prepayment Penalty.** BORROWER may pay back the loan in full at any time without penalty.

#### MISCELLANEOUS

(a) **Choice of Laws.** This Note will be governed by and construed in accordance with the laws of the State of California. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of California located in San

## Exhibit A: Loan Agreement

Diego, or as elected by the LENDER, in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(b) **Entire Agreement.** This Note, including any attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, and warranties, express or implied, oral or written, with respect to the subject matter hereof, are superseded by this agreement. This is an integrated agreement.

(c) **Parties That Are Not Individuals.** If any Party to this Agreement is other than an individual (i.e., a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Loan Agreement. Breach of any representation contained in this paragraph is considered a material breach of the Loan Agreement.

(d) **Binding Arbitration.** In case of any dispute arising between BORROWER and LENDER concerning this Note that cannot be settled by informal negotiation, the parties agree that before commencing any other remedy, they will first engage the services of a professional mediator agreed upon by the parties and attempt in good faith to resolve the dispute through confidential non-binding mediation. Each party shall bear one-half (1/2) of the mediator's fees and expenses and shall pay all of its own attorneys' fees and costs related to the mediation. If after fifteen (15) days from the first full day of mediation participation a party determines that the dispute cannot be resolved through continued mediation, the dispute shall be resolved in binding arbitration under the then prevailing rules of the American Arbitration Association in the county of the LENDER's principal place of business.

(e) **Successors.** The representations, warranties, and agreements contained in this Note shall be binding on BORROWER's successors, assigns, heirs, and legal representatives and shall inure to the benefit of the respective successors and assigns of the LENDER and its directors and officers. If BORROWER is more than one person, the obligations of all of them shall be joint and several, and the representations and warranties contained herein shall be deemed to be made by and to be binding upon each such person and his heirs, executors, administrators, successors, and assigns.

(f) **Confidentiality.** BORROWER acknowledges that the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information and shall not be shared by BORROWER with non-Parties without the express written consent of the LENDER.

The parties recognize that Borrower as a public entity is subject to the California Public Records Act. Accordingly, the parties acknowledge that should a member of the public request a copy of the agreement, the Borrower will have to produce the

Exhibit A: Loan Agreement

terms of the agreement. Further, this agreement must be approved in public and circulated on Borrower’s public agenda for approval.

FOR GOOD AND VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, BORROWER, intending to be legally bound, has executed this Note, effective as of date when it has been signed by all the Parties.

BORROWER  
Pauma Valley Community Services District

*Eric Steinlicht*

BORROWER Signature

Eric Steinlicht, General Manager

Name and title (if applicable) of person signing

12/05/2025

Signature Date

LENDER  
CollectiveSun Lending, LLC

*Lee Barken*

LENDER Signature

Lee Barken, Managing Member

Name and title (if applicable) of person signing

12/05/2025

Signature Date

## Estimated Construction Interest and your Milestones

What follows is a sample amortization schedule which makes the following assumptions:

- Construction takes 18 months from initial signature to Commercial Operations Date.
  - PVCSD shall, once each month, cause an estimate in writing to be made by the GM of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. PVCSD shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract.
- Total estimated accrued interest during construction period: \$4,311.21

At the commercial operations date, the principal balance including all actual accrued interest will be communicated to the Borrower, along with an updated repayment schedule and monthly payment amount.

Estimated Amortization Schedule						
Month	Beginning Balance	Monthly Payment	One-Time Payment	Principal	Interest	Ending Balance
1	\$137,538.40	\$946.72	\$0.00	\$374.79	\$571.93	\$137,163.61

Exhibit A: Loan Agreement

2	\$137,163.61	\$946.72	\$0.00	\$376.35	\$570.37	\$136,787.26
3	\$136,787.26	\$946.72	\$0.00	\$377.91	\$568.81	\$136,409.35
4	\$136,409.35	\$946.72	\$0.00	\$379.48	\$567.24	\$136,029.87
5	\$136,029.87	\$946.72	\$0.00	\$381.06	\$565.66	\$135,648.81
6	\$135,648.81	\$946.72	\$0.00	\$382.65	\$564.07	\$135,266.16
7	\$135,266.16	\$946.72	\$0.00	\$384.24	\$562.48	\$134,881.92
8	\$134,881.92	\$946.72	\$0.00	\$385.84	\$560.88	\$134,496.08
9	\$134,496.08	\$946.72	\$0.00	\$387.44	\$559.28	\$134,108.64
10	\$134,108.64	\$946.72	\$0.00	\$389.05	\$557.67	\$133,719.59
11	\$133,719.59	\$946.72	\$0.00	\$390.67	\$556.05	\$133,328.92
12	\$133,328.92	\$946.72	\$0.00	\$392.29	\$554.43	\$132,936.63
13	\$132,936.63	\$946.72	\$0.00	\$393.93	\$552.79	\$132,542.70
14	\$132,542.70	\$946.72	\$0.00	\$395.56	\$551.16	\$132,147.14
15	\$132,147.14	\$946.72	\$0.00	\$397.21	\$549.51	\$131,749.93
16	\$131,749.93	\$946.72	\$0.00	\$398.86	\$547.86	\$131,351.07
17	\$131,351.07	\$946.72	\$0.00	\$400.52	\$546.20	\$130,950.55
18	\$130,950.55	\$946.72	\$0.00	\$402.18	\$544.54	\$130,548.37
19	\$130,548.37	\$946.72	\$0.00	\$403.86	\$542.86	\$130,144.51
20	\$130,144.51	\$946.72	\$0.00	\$405.54	\$541.18	\$129,738.97
21	\$129,738.97	\$946.72	\$0.00	\$407.22	\$539.50	\$129,331.75
22	\$129,331.75	\$946.72	\$0.00	\$408.92	\$537.80	\$128,922.83
23	\$128,922.83	\$946.72	\$0.00	\$410.62	\$536.10	\$128,512.21
24	\$128,512.21	\$946.72	\$53,290.88	\$53,703.20	\$534.40	\$74,809.01
25	\$74,809.01	\$946.72	\$0.00	\$635.64	\$311.08	\$74,173.37
26	\$74,173.37	\$946.72	\$0.00	\$638.28	\$308.44	\$73,535.09
27	\$73,535.09	\$946.72	\$0.00	\$640.94	\$305.78	\$72,894.15
28	\$72,894.15	\$946.72	\$0.00	\$643.60	\$303.12	\$72,250.55
29	\$72,250.55	\$946.72	\$0.00	\$646.28	\$300.44	\$71,604.27
30	\$71,604.27	\$946.72	\$0.00	\$648.97	\$297.75	\$70,955.30
31	\$70,955.30	\$946.72	\$0.00	\$651.66	\$295.06	\$70,303.64
32	\$70,303.64	\$946.72	\$0.00	\$654.37	\$292.35	\$69,649.27
33	\$69,649.27	\$946.72	\$0.00	\$657.10	\$289.62	\$68,992.17
34	\$68,992.17	\$946.72	\$0.00	\$659.83	\$286.89	\$68,332.34
35	\$68,332.34	\$946.72	\$0.00	\$662.57	\$284.15	\$67,669.77
36	\$67,669.77	\$946.72	\$0.00	\$665.33	\$281.39	\$67,004.44
37	\$67,004.44	\$946.72	\$0.00	\$668.09	\$278.63	\$66,336.35
38	\$66,336.35	\$946.72	\$0.00	\$670.87	\$275.85	\$65,665.48
39	\$65,665.48	\$946.72	\$0.00	\$673.66	\$273.06	\$64,991.82

Exhibit A: Loan Agreement

40	\$64,991.82	\$946.72	\$0.00	\$676.46	\$270.26	\$64,315.36
41	\$64,315.36	\$946.72	\$0.00	\$679.28	\$267.44	\$63,636.08
42	\$63,636.08	\$946.72	\$0.00	\$682.10	\$264.62	\$62,953.98
43	\$62,953.98	\$946.72	\$0.00	\$684.94	\$261.78	\$62,269.04
44	\$62,269.04	\$946.72	\$0.00	\$687.78	\$258.94	\$61,581.26
45	\$61,581.26	\$946.72	\$0.00	\$690.64	\$256.08	\$60,890.62
46	\$60,890.62	\$946.72	\$0.00	\$693.52	\$253.20	\$60,197.10
47	\$60,197.10	\$946.72	\$0.00	\$696.40	\$250.32	\$59,500.70
48	\$59,500.70	\$946.72	\$0.00	\$699.30	\$247.42	\$58,801.40
49	\$58,801.40	\$946.72	\$0.00	\$702.20	\$244.52	\$58,099.20
50	\$58,099.20	\$946.72	\$0.00	\$705.12	\$241.60	\$57,394.08
51	\$57,394.08	\$946.72	\$0.00	\$708.06	\$238.66	\$56,686.02
52	\$56,686.02	\$946.72	\$0.00	\$711.00	\$235.72	\$55,975.02
53	\$55,975.02	\$946.72	\$0.00	\$713.96	\$232.76	\$55,261.06
54	\$55,261.06	\$946.72	\$0.00	\$716.93	\$229.79	\$54,544.13
55	\$54,544.13	\$946.72	\$0.00	\$719.91	\$226.81	\$53,824.22
56	\$53,824.22	\$946.72	\$0.00	\$722.90	\$223.82	\$53,101.32
57	\$53,101.32	\$946.72	\$0.00	\$725.91	\$220.81	\$52,375.41
58	\$52,375.41	\$946.72	\$0.00	\$728.93	\$217.79	\$51,646.48
59	\$51,646.48	\$946.72	\$0.00	\$731.96	\$214.76	\$50,914.52
60	\$50,914.52	\$946.72	\$0.00	\$735.00	\$211.72	\$50,179.52
61	\$50,179.52	\$946.72	\$0.00	\$738.06	\$208.66	\$49,441.46
62	\$49,441.46	\$946.72	\$0.00	\$741.13	\$205.59	\$48,700.33
63	\$48,700.33	\$946.72	\$0.00	\$744.21	\$202.51	\$47,956.12
64	\$47,956.12	\$946.72	\$0.00	\$747.30	\$199.42	\$47,208.82
65	\$47,208.82	\$946.72	\$0.00	\$750.41	\$196.31	\$46,458.41
66	\$46,458.41	\$946.72	\$0.00	\$753.53	\$193.19	\$45,704.88
67	\$45,704.88	\$946.72	\$0.00	\$756.66	\$190.06	\$44,948.22
68	\$44,948.22	\$946.72	\$0.00	\$759.81	\$186.91	\$44,188.41
69	\$44,188.41	\$946.72	\$0.00	\$762.97	\$183.75	\$43,425.44
70	\$43,425.44	\$946.72	\$0.00	\$766.14	\$180.58	\$42,659.30
71	\$42,659.30	\$946.72	\$0.00	\$769.33	\$177.39	\$41,889.97
72	\$41,889.97	\$946.72	\$0.00	\$772.53	\$174.19	\$41,117.44
73	\$41,117.44	\$946.72	\$0.00	\$775.74	\$170.98	\$40,341.70
74	\$40,341.70	\$946.72	\$0.00	\$778.97	\$167.75	\$39,562.73
75	\$39,562.73	\$946.72	\$0.00	\$782.20	\$164.52	\$38,780.53
76	\$38,780.53	\$946.72	\$0.00	\$785.46	\$161.26	\$37,995.07
77	\$37,995.07	\$946.72	\$0.00	\$788.72	\$158.00	\$37,206.35

Exhibit A: Loan Agreement

78	\$37,206.35	\$946.72	\$0.00	\$792.00	\$154.72	\$36,414.35
79	\$36,414.35	\$946.72	\$0.00	\$795.30	\$151.42	\$35,619.05
80	\$35,619.05	\$946.72	\$0.00	\$798.60	\$148.12	\$34,820.45
81	\$34,820.45	\$946.72	\$0.00	\$801.92	\$144.80	\$34,018.53
82	\$34,018.53	\$946.72	\$0.00	\$805.26	\$141.46	\$33,213.27
83	\$33,213.27	\$946.72	\$0.00	\$808.61	\$138.11	\$32,404.66
84	\$32,404.66	\$946.72	\$0.00	\$811.97	\$134.75	\$31,592.69
85	\$31,592.69	\$946.72	\$0.00	\$815.35	\$131.37	\$30,777.34
86	\$30,777.34	\$946.72	\$0.00	\$818.74	\$127.98	\$29,958.60
87	\$29,958.60	\$946.72	\$0.00	\$822.14	\$124.58	\$29,136.46
88	\$29,136.46	\$946.72	\$0.00	\$825.56	\$121.16	\$28,310.90
89	\$28,310.90	\$946.72	\$0.00	\$828.99	\$117.73	\$27,481.91
90	\$27,481.91	\$946.72	\$0.00	\$832.44	\$114.28	\$26,649.47
91	\$26,649.47	\$946.72	\$0.00	\$835.90	\$110.82	\$25,813.57
92	\$25,813.57	\$946.72	\$0.00	\$839.38	\$107.34	\$24,974.19
93	\$24,974.19	\$946.72	\$0.00	\$842.87	\$103.85	\$24,131.32
94	\$24,131.32	\$946.72	\$0.00	\$846.37	\$100.35	\$23,284.95
95	\$23,284.95	\$946.72	\$0.00	\$849.89	\$96.83	\$22,435.06
96	\$22,435.06	\$946.72	\$0.00	\$853.43	\$93.29	\$21,581.63
97	\$21,581.63	\$946.72	\$0.00	\$856.98	\$89.74	\$20,724.65
98	\$20,724.65	\$946.72	\$0.00	\$860.54	\$86.18	\$19,864.11
99	\$19,864.11	\$946.72	\$0.00	\$864.12	\$82.60	\$18,999.99
100	\$18,999.99	\$946.72	\$0.00	\$867.71	\$79.01	\$18,132.28
101	\$18,132.28	\$946.72	\$0.00	\$871.32	\$75.40	\$17,260.96
102	\$17,260.96	\$946.72	\$0.00	\$874.94	\$71.78	\$16,386.02
103	\$16,386.02	\$946.72	\$0.00	\$878.58	\$68.14	\$15,507.44
104	\$15,507.44	\$946.72	\$0.00	\$882.23	\$64.49	\$14,625.21
105	\$14,625.21	\$946.72	\$0.00	\$885.90	\$60.82	\$13,739.31
106	\$13,739.31	\$946.72	\$0.00	\$889.59	\$57.13	\$12,849.72
107	\$12,849.72	\$946.72	\$0.00	\$893.29	\$53.43	\$11,956.43
108	\$11,956.43	\$946.72	\$0.00	\$897.00	\$49.72	\$11,059.43
109	\$11,059.43	\$946.72	\$0.00	\$900.73	\$45.99	\$10,158.70
110	\$10,158.70	\$946.72	\$0.00	\$904.48	\$42.24	\$9,254.22
111	\$9,254.22	\$946.72	\$0.00	\$908.24	\$38.48	\$8,345.98
112	\$8,345.98	\$946.72	\$0.00	\$912.01	\$34.71	\$7,433.97
113	\$7,433.97	\$946.72	\$0.00	\$915.81	\$30.91	\$6,518.16
114	\$6,518.16	\$946.72	\$0.00	\$919.62	\$27.10	\$5,598.54
115	\$5,598.54	\$946.72	\$0.00	\$923.44	\$23.28	\$4,675.10

Exhibit A: Loan Agreement

116	\$4,675.10	\$946.72	\$0.00	\$927.28	\$19.44	\$3,747.82
117	\$3,747.82	\$946.72	\$0.00	\$931.14	\$15.58	\$2,816.68
118	\$2,816.68	\$946.72	\$0.00	\$935.01	\$11.71	\$1,881.67
119	\$1,881.67	\$946.72	\$0.00	\$938.90	\$7.82	\$942.77
120	\$942.77	\$946.72	\$0.00	\$942.80	\$3.92	-\$0.03
Total:		\$113,606.40	\$53,290.88	\$137,538.43	\$29,358.85	









# Loan Amendment and Restatement - Pauma Valley Community Services District

Final Audit Report

2025-12-06

Created:	2025-12-05
By:	Samantha Blanchard (sblanchard@collectivesun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bxkmo7n1v6tqVebb6XROATAsxB52ahl

## "Loan Amendment and Restatement - Pauma Valley Community Services District" History

-  Document created by Samantha Blanchard (sblanchard@collectivesun.com)  
2025-12-05 - 7:04:01 PM GMT
-  Document emailed to Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov) for signature  
2025-12-05 - 7:04:06 PM GMT
-  Document emailed to Lee Barken (lbarken@collectivesun.com) for signature  
2025-12-05 - 7:04:07 PM GMT
-  Email viewed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
2025-12-05 - 7:09:32 PM GMT
-  Document e-signed by Eric Steinlicht (eric.steinlicht@paumavalleycsd.ca.gov)  
Signature Date: 2025-12-05 - 7:10:41 PM GMT - Time Source: server
-  Email viewed by Lee Barken (lbarken@collectivesun.com)  
2025-12-06 - 4:06:12 AM GMT
-  Document e-signed by Lee Barken (lbarken@collectivesun.com)  
Signature Date: 2025-12-06 - 4:07:01 AM GMT - Time Source: server
-  Agreement completed.  
2025-12-06 - 4:07:01 AM GMT

**RESOLUTION NO. 137**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR ANNEXATION OF CERTAIN TERRITORY AND A SPHERE OF INFLUENCE AMENDMENT THROUGH THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION (LAFCO)**

**WHEREAS**, the Pauma Valley Community Services District is a governmental agency duly organized and existing under the laws of the State of California;

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §56000 et seq.) authorizes a district to initiate proceedings for a change of organization by resolution of application to the Local Agency Formation Commission (“LAFCO”); and

**WHEREAS**, the District currently provides wastewater services to twelve (12) parcels totaling approximately 34.2 acres that are not entirely within the District’s boundaries and/or Sphere of Influence; and

**WHEREAS**, nine (9) of the parcels are located within an island area surrounded by the District’s existing boundaries, and three (3) parcels are located outside the District’s current Sphere of Influence; and

**WHEREAS**, annexation of the subject territory and amendment of the District’s Sphere of Influence are necessary to correct boundary irregularities, ensure consistency between service provision and jurisdictional authority, and promote orderly governmental boundaries consistent with LAFCO policies; and

**WHEREAS**, the subject territory is currently developed and receiving wastewater service from the District, and annexation will not result in increased service demand beyond existing flows; and

**WHEREAS**, the District’s wastewater treatment facility has adequate capacity to continue serving the subject territory; and

**WHEREAS**, the Board of Directors has reviewed the proposed annexation and finds that it is in the best interest of the District and the affected territory; and

**WHEREAS**, the proposed annexation is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines (Common Sense Exemption), as it can be seen with certainty that the action will not result in a significant environmental impact, since the territory is already developed and currently receiving District services;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Pauma Valley Community Services District, that:

1. The Board hereby approves and initiates a proposal for annexation of the territory described in Exhibit “A” (Legal Description) and shown on Exhibit “B” (Map), and for a concurrent amendment to the District’s Sphere of Influence, subject to approval by the San Diego Local Agency Formation Commission.
2. The General Manager is authorized and directed to file a Resolution of Application with San Diego LAFCO, together with all required supporting documentation and fees, and to take all actions necessary to complete the annexation process.
3. Upon completion of the annexation, the subject territory shall be subject to all existing District rates, fees, charges, and assessments applicable to similarly situated properties within the District.
4. The Board hereby determines that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

5. This Resolution shall take effect immediately upon its adoption.

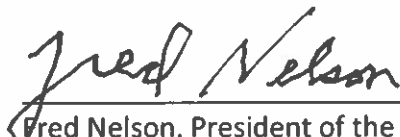
**ADOPTED AND APPROVED** this 23<sup>rd</sup> day of March 2026, by the Board of Directors of the Pauma Valley Community Services District, Pauma Valley, California, by the following vote:

**AYES:** Fred Nelson, Michael Esparza, Richard Collins, Zan Villanueva, Lolo Levy

**NOES:**

**ABSTAIN:**

**ABSENT:**

  
\_\_\_\_\_  
Fred Nelson, President of the Board of Directors

**ATTEST:**   
\_\_\_\_\_  
Mike Esparza, Secretary of the Board of Directors

**RESOLUTION NO. 138**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
ADOPTING A SALARY SCHEDULE AND APPROVING A COST-OF-LIVING ADJUSTMENT FOR DISTRICT  
EMPLOYEES**

WHEREAS, the Public Employees' Retirement Law ("PERL"), the Public Employees' Pension Reform Act of 2013 ("PEPRA"), and Title 2 of the California Code of Regulations ("CCR"), Section 570.5, require that employee pay rates be established and maintained pursuant to a publicly available pay schedule approved by the governing body; and

WHEREAS, Government Code Section 20636 defines compensation earnable for "Classic" members and Government Code Section 7522.34 defines pensionable compensation for "New" PEPRA members; and

WHEREAS, the Board of Directors desires to maintain a salary schedule that complies with applicable laws and regulations and accurately reflects compensation paid to District employees; and

WHEREAS, the Board of Directors has reviewed the District's current compensation structure and desires to implement a cost-of-living adjustment in order to maintain competitive and equitable compensation; and

WHEREAS, the Board of Directors has determined that a four percent (4%) cost-of-living adjustment is appropriate and in the best interest of the District and its employees;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pauma Valley Community Services District, as follows:

**1. Adoption of Salary Schedule**

The Salary Schedule attached hereto as Exhibit A and incorporated herein by this reference is hereby approved and adopted as the official pay schedule for all District employees in accordance with CCR Section 570.5.

**2. Cost-of-Living Adjustment**

The Salary Schedule reflects a four percent (4%) cost-of-living adjustment applied to all positions.

**3. Effective Date**

The Salary Schedule shall become effective July 1, 2026, and shall remain in effect until amended or superseded by subsequent action of the Board of Directors.

**4. Supersession**

This Salary Schedule supersedes and replaces all previously adopted salary schedules of the District.

PASSED AND ADOPTED by the Board of Directors of the Pauma Valley Community Services District, County of San Diego, State of California, on the 23rd day of March 2026, by the following vote:

AYES: Fred Nelson, Michael Esparza, Richard Collins, Zan Villanueva, Lolo Levy


NOES:

ABSTAIN:

ABSENT:

  
Fred Nelson, President

ATTEST:

  
Michael Esparza  
Board Secretary

**Exhibit A  
Salary Schedule**

<b>Pauma Valley Community Services District</b>				
<b>Pay Range Salary Schedule - Effective July 1, 2026</b>				
<b>Job Title</b>	<b>hourly min</b>	<b>hourly max</b>	<b>annual min</b>	<b>annual max</b>
General Manager (FLSA Exempt)	-	-	\$123,188.00	\$211,640.00
Office Manager (FLSA Exempt)	-	-	\$55,702.40	\$97,240.00
General Services Supervisor	\$37.96	\$46.02	\$78,957	\$95,722
Administrative Assistant	\$25.75	\$34.89	\$53,561	\$72,575
Office Clerk (Part-Time -18 hrs/week max)	\$20.03	\$27.63	\$18,748	\$25,859
Utility Worker II	\$26.18	\$35.69	\$54,448	\$74,241
Utility Worker I	\$22.57	\$32.16	\$46,941	\$66,886
Security Services Lead	\$27.56	\$33.54	\$57,325	\$69,763
Patrol Officer	\$22.39	\$28.94	\$46,574	\$60,202
Gate Attendant II	\$20.54	\$26.34	\$42,723	\$54,794
Gate Attendant I	\$18.86	\$24.66	\$39,219	\$51,289

**RESOLUTION NO. 139**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT RATIFYING AND ADOPTING A SALARY SCHEDULE EFFECTIVE JANUARY 1, 2026**

**WHEREAS**, the Public Employees’ Retirement Law (“PERL”), the Public Employees’ Pension Reform Act of 2013 (“PEPRA”), and Title 2 of the California Code of Regulations (“CCR”), Section 570.5, require that employee pay rates be established and maintained pursuant to a publicly available pay schedule approved by the governing body; and

**WHEREAS**, Government Code Section 20636 defines compensation earnable for “Classic” members and Government Code Section 7522.34 defines pensionable compensation for “New” PEPRA members; and

**WHEREAS**, on November 17, 2025, the Board of Directors approved an updated Organizational Chart and Salary Schedule to become effective January 1, 2026, as reflected in the duly adopted meeting minutes; and

**WHEREAS**, the Salary Schedule approved on November 17, 2025, was not adopted by formal resolution at that time; and

**WHEREAS**, the Board of Directors now desires to formally ratify and adopt said Salary Schedule to ensure full compliance with applicable laws and regulatory requirements;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pauma Valley Community Services District, as follows:

**1. Ratification and Adoption of Salary Schedule**

The Salary Schedule previously approved by the Board of Directors on November 17, 2025, and attached hereto as **Exhibit A**, is hereby ratified, approved, and adopted as the official pay schedule for all District employees in accordance with CCR Section 570.5.

**2. Effective Date**

The Salary Schedule shall be effective January 1, 2026, and shall remain in effect until amended or superseded by subsequent action of the Board of Directors.

**3. Supersession**

This Salary Schedule supersedes and replaces all previously adopted salary schedules in effect prior to January 1, 2026, and shall remain in effect through June 30, 2026, unless otherwise amended by the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Pauma Valley Community Services District, County of San Diego, State of California, on the **26th day of May, 2026**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Fred Nelson, President

ATTEST:

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Michael Esparza  
Board Secretary

**Exhibit A  
Salary Schedule**

<b>Pauma Valley Community Services District</b>				
<b>Pay Range Salary Schedule - Effective January 1, 2026</b>				
<b>Job Title</b>	<b>hourly min</b>	<b>hourly max</b>	<b>annual min</b>	<b>annual max</b>
General Manager (FLSA Exempt)		-	\$118,450	\$203,500.00
Office Manager (FLSA Exempt)		-	\$53,560	\$93,500.00
General Services Supervisor	\$36.50	\$44.25	\$75,920	\$92,040
Administrative Assistant	\$24.76	\$33.55	\$51,503	\$69,784
Office Clerk (Part-Time -18 hrs/week max)	\$19.26	\$26.57	\$18,027	\$24,870
Utility Worker II	\$25.17	\$34.32	\$52,360	\$71,386
Utility Worker I	\$21.70	\$30.92	\$45,140	\$64,316
Security Services Lead	\$26.50	\$32.25	\$55,120	\$67,080
Patrol Officer	\$21.53	\$27.83	\$44,776	\$57,886
Gate Attendant II	\$19.75	\$25.33	\$41,080	\$52,686
Gate Attendant I	\$18.13	\$23.71	\$37,706	\$49,306



April 24, 2026

Eric Steinlicht  
Pauma Valley Community Services District  
2450 W. Yosemite Avenue  
Manteca, CA 95337

Subject: Pauma Valley Community Services District Sewer System Management Plan Letter Proposal

Dear Eric:

In accordance with your request, Carollo Engineers, Inc. (Carollo) is pleased to submit this letter proposal to prepare an update to the Pauma Valley Community Services District's (District's) existing Sewer System Management Plan (SSMP) based on the requirements of California State Water Resources Control Board (State Water Board) Order No. 2022-0103-DWQ for the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (General Order).

The objective of the project is to update the District's SSMP to achieve compliance with the General Order, and to provide a document that can be updated over time by the District.

### Scope of Work

The following summarizes the scope of work.

#### Task A – Summarize General Order and Collect Data

This task includes the following:

1. Summarize the General Order and provide a list of changes that will affect the District's SSMP implementation.
2. Develop a comprehensive data collection list and work with District staff to obtain the requested information.

#### Task B – Review SSMP

This task consists of reviewing the District's most recent SSMP, SSMP Audit, and other relevant documents.

#### Task C – SSMP Update

Based on the SSMP review findings from Task B, Carollo will incorporate the necessary updates to the various components of the SSMP. The revisions will reflect the approved recommendations to and to remain in compliance with the General Order.

1. The updated SSMP will include revisions required to reflect any changes and/or updates to each element of the SSMP.
2. Provide the draft SSMP for review by District staff.
3. Incorporate the review comments from District staff and submit the final document.

Derek Perry  
City of Manteca  
April 24, 2026

Page 2

#### Task D – Project Management

Carollo will meet virtually with District staff up to three (3) times during the project. It is assumed that each meeting will be for up to two (2) hours. Carollo will provide an agenda and meeting minutes summarizing major issues and action items for these meetings. One (1) meeting will be allocated for educating the District on major changes associated with the General Order and going over questions. One (1) meeting will be allocated for addressing project related issues and presenting the document as is before draft submittal. One (1) meeting will be allocated for going over the District's comments on the draft SSMP.

Carollo will maintain continual coordination with District staff to obtain updated information pertinent for performing the SSMP update and for incorporation into the SSMP document.

#### Fee Estimate

Carollo's fee to complete these tasks is thirty-four thousand, four hundred dollars (\$34,400). Carollo will perform the duties described herein on a time and materials reimbursable basis.

#### Schedule

Assuming an immediate notice-to-proceed, and that any required data is available within a reasonable amount of time, we are targeting completion of the draft report by the end of June 2026.

We appreciate the opportunity to submit on this important project. Please feel free to reach out to Andrew Frost with any questions related to this proposal.

Sincerely,  
CAROLLO ENGINEERS, INC.

Andrew Frost, P.E.  
Project Manager

AF:ro

Enclosures: Fee Estimate

FEE ESTIMATE

SEWER SYSTEM MANAGEMENT PLAN UPDATE

Pauma Valley Community Services District



Task Description	Hours by Classification						Labor	Subs and Other Direct Expenses <sup>(1)</sup>	Estimated Fee
	Senior Professional	Lead Professional	Assistant Professional	Technician	Word Processing	Total Hours			
	\$287	\$270	\$230	\$183	\$159				
Task A – Summarize General Order and Collect Data	1	2	5	0	0	8	\$ 2,000	\$ 100	\$ 2,100
Task B – Review SSMP	0	6	18	0	0	24	\$ 5,800	\$ 400	\$ 6,200
Task C – SSMP Update	2	18	50	4	12	86	\$ 19,600	\$ 1,500	\$ 21,100
Task D – Project Management	6	6	6	0	0	18	\$ 4,700	\$ 300	\$ 5,000
<b>Total Hours and Fee</b>	<b>9</b>	<b>32</b>	<b>79</b>	<b>4</b>	<b>12</b>	<b>136</b>	<b>\$ 32,100</b>	<b>\$ 2,300</b>	<b>\$ 34,400</b>

Notes:

(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$16.00 per hour.

(2) Rates are based on 2026 Billing Rates

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**FROM:**

**FISCHER COMPLIANCE, LLC**  
James Fischer, P.E. (Principal)  
3230 Arena Blvd, STE 245  
Sacramento, CA 95834  
(916) 606-5275  
[jim@fischercompliance.com](mailto:jim@fischercompliance.com)

**TO:**

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
Att: Eric Steinlicht, General Manager  
33129 Cole Grade Road  
Pauma Valley, CA 92061  
(760) 742-1909  
[Eriiic.steinlicht@paumavalleycsd.ca.gov](mailto:Eriiic.steinlicht@paumavalleycsd.ca.gov)

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## SCOPE OF WORK: Sewer System Management Support Services

### OBJECTIVES

1. Fischer Compliance, LLC (FCL or consulting team) will provide customized Sewer System Management Plan (SSMP) support services (immediate compliance) for the Pauma Valley Sanitary District (District) that meets and exceeds compliance requirements specified in the State Water Board Sanitary Sewer Systems Waste Discharge Requirements Order No. 2022-0103-DWQ)?.

### ASSUMPTIONS

1. District will gather necessary records, documentation, and coordinate with appropriate sewer program staff for updates and implementation of objectives and tasks for completing of the SSMP technical services. No time will be required of the consulting team for this activity in the project.
2. Consulting team total project costs not to exceed \$23,500 for completion of Phase 1 Tasks.
3. Consulting hourly rate (technical services, admin, printing/ mailing, all overhead) = \$260/hr.
4. Contract term 365 days.

### PROJECT ADMINISTRATION

1. Meetings
  - a. Periodic meetings will be held between consulting team and the District for coordinating efforts, providing project updates, timelines, expenses, and recommendations to enhance workflow.
  - b. Ongoing project meetings are anticipated to be no more than one-half hour in length.
2. Consulting team is anticipated to conduct several online and in-person meetings for completing all projects.
3. Document Review
  - a. Consulting team will collaborate with the District and provide draft documents for District review and input to ensure compliance with the approved scope of work elements and collaboration for identifying key focus areas as project progresses.
4. Invoicing and Progress Reporting
  - a. Consulting team will provide project notes for all work tasks completed, decisions made, assumptions, pending issues needing resolution, and include a summary for all submittals made to District.
  - b. Consulting team will utilize Sam Rose, Sam Rose Consulting (Collection System Subject Matter Expert, see Attachment 2) for best practice recommendations for collection system management, operations, record keeping, and training for meeting and exceeding all compliance points specified in the Reissued WDR, including differentiation of all findings (required/recommended).
5. Deliverables/printing (see individual tasks below for all specific work product specifications)

## TASKS, DATES, AND TIMELINES

PHASE 1	IMMEDIATE COMPLIANCE (FY2026/2027)	TARGET DATES & DELIBERABLES (FY2026/2027)
<u>Task 1.1</u>	Regulatory assistance & training package (LRO and Data Submitter training, CIWQS best practices/spill reporting/data management, monthly 1-hour WDR trainings for management & field staff, monthly “No Spill” reporting, Annual Report review/suggestions, questions and answers as needed throughout term).	Target Dates: 2026/2027 Deliverables: Technical assistance (continuous WDR online support and training for one year)
<u>Task 1.2</u>	Review existing District Spill Emergency Response Plan and prepare/complete gap analysis against all WDR requirements - Spec 5.12, Att. D-6); identify customized best practice recommendations for improving District SERP field documentation; train on upgraded field form for staff.	Target Dates: <u>Q3 2026</u> Deliverables: “Gap Analysis”, 4 hr onsite SERP training for all hands including competency check test
<u>Task 1.3</u>	Review existing 2022-2025 SSMP Audit/complete gap analysis against all WDR requirements - Spec 5.4, Att. D-10	Target Dates: <u>Q3 2026</u> Gap Analysis Report/Findings)
<u>Task 1.4</u>	Develop Draft/Final 2026 SSMP Update report including customized best practice recommendations for improving District sewer program to meet/exceed compliance with WDR Spec 5.2 and Att. D-6.	Target Dates: <u>Q3 2026</u> Deliverables: “Gap Analysis” + new SSMP Update document, training for all hands including competency test

## ESTIMATED COSTS

PHASE 1	IMMEDIATE COMPLIANCE (FY 2026/2027)	ESTIMATED COSTS (FY 2026/2027)
<u>Task 1.1</u>	Regulatory assistance & training package (LRO and Data Submitter training, CIWQS best practices/spill reporting/data management, monthly 1-hour WDR trainings for management & field staff, monthly “No Spill” reporting, Annual Report review/suggestions, questions and answers as needed throughout term).	<ul style="list-style-type: none"> <li>Labor (hours) – Included with all Phase 1 Tasks (for one year)</li> </ul>
<u>Task 1.2</u>	Review existing District Spill Emergency Response Plan and prepare/complete gap analysis against all WDR requirements - Spec 5.12, Att. D-6); identify customized best practice recommendations for improving District SERP field documentation; train on upgraded field form for staff.	<ul style="list-style-type: none"> <li>Labor (hours) – 10 (\$2,900)</li> <li>Travel costs (none required)</li> </ul>
<u>Task 1.3</u>	Review existing 2022-2025 SSMP Audit/complete gap analysis against all WDR requirements - Spec 5.4, Att. D-10	<ul style="list-style-type: none"> <li>Labor (hours) – 10 (\$2,900)</li> <li>Travel costs (none required)</li> </ul>
<u>Task 1.4</u>	Develop Draft/Final 2026 SSMP Update report including customized best practice recommendations for improving District sewer program to meet/exceed compliance with WDR Spec 5.2 and Att. D-6.	<ul style="list-style-type: none"> <li>Labor (hours) 60 (\$17,700)</li> <li>Travel costs (onsite intake meeting visit included)</li> </ul>

## **About Fischer Compliance, LLC**



James Fischer, PE, Principal

**FISCHER COMPLIANCE, LLC.** is a professional environmental consulting company based in Sacramento, California. Formerly employed for decades as an official government environmental and regulatory engineer, the company Principal, Mr. James Fischer, P.E., brings unique qualifications for public agencies seeking high quality compliance assurance interpreting California water quality regulations, permits and Orders including [“Sanitary Sewer System Waste Discharge Requirements” \(SSS WDRs\)](#). While many consulting firms provide similar services, Fischer Compliance, LLC. is uniquely suited with decades of knowledge and experience as a California regulator for clients aiming to reduce violations, enforcement, and negative attention. Over 12 years as statewide lead inspector for the SSS WDRs at the State Water Board allows for quick and efficient deployment to identify violations and recommended solutions without delays. Sewer System Management Plan (SSMP) Audits, SSMP updates, technical spill investigations and enforcement mitigation strategies, and Compliance Evaluation Inspections utilizing USEPA recommended standards with a credentialed inspector are top services offered by the company.

Fischer Compliance is also an active partner providing regular ongoing SSS WDRs technical trainings for members of the California Water Environment Association (CWEA) and Clean Water SoCal.

### **ATTACHMENTS**

Attachment 1 – James Fischer Resume (Fischer Compliance, LLC)

Attachment 2 – Richard Cunningham (Fischer Compliance LLC)

Attachment 3 – Sam Rose (Sam Rose Consulting)

Attachment 4 – Fischer Compliance LLC FY26/27 Client Rate Sheet



3230 Arena Blvd, Suite #245  
Sacramento, CA 95834  
916.606.5275  
FischerCompliance.com

March 28, 2026

PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
Att: Eric Steinlicht, General Manager  
33129 Cole Grade Road  
Pauma Valley, CA 92061

RE: Draft Scope of Work (SSMP Support Services, Phase 1 - Immediate Compliance)

Dear Eric,

Thank you for the opportunity to submit a draft Scope of Work for addressing immediate Waste Discharge Requirements (WDR) compliance for the District Sanitary Sewer System (see Attachment 1). The draft Scope has been carefully crafted to ensure a progressive, systematic, and comprehensive compliance approach over the next fiscal year.

Our most successful projects are those we execute with agencies like yours which demand a customized and personalized approach utilizing our highly specialized collection system regulatory and operational subject matter experts with over 100 years of combined experience.

We recognize the challenges of both operating a sanitary sewer system and simultaneously developing and implementing ongoing improvements to fully comply with the Reissued WDR. We look forward to your input and feedback on the Draft Scope of Work and are flexible in refining tasks to address your immediate needs.

Sincerely,

James Fischer, P.E.  
Principal, Credentialed U.S. EPA NPDES Compliance Inspector

Attachment 1 (Draft Scope of Work – SSMP Services, Phase 1 - Immediate Compliance – Reissued WDR, Order 2022-0103-DWQ)

**Client Rate Sheet (FY 2026/2027)**

<b>Staff</b>	<b>Labor Rate (\$/hour)</b>
Principal Engineer, Subject Matter Expert (SME)	\$295
Management Partner SME	\$285
Collection System SME	\$275
Administrative	\$135

- Outside services (printing, shipping, reproduction, supplies, travel, etc.) billed at actual costs +10%.
- Direct costs including routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses) billed at 2% of all labor charges.
- Subconsultant fees billed at actual cost + 10%.
- Travel personal mileage will be billed at 72.5 cents per mile (2025 rate).
- Travel time labor rates billed at ½ hourly rates for staff.
- Travel incidental allowances not to exceed \$100/day for each 24-hour period.
- Emergency labor and travel costs subject to supplemental billing.
- Customized invoicing/schedules matching client format, billing cycles, and formatting available upon request.
- A finance charge of 1.5 percent per month (annual rate of 18 percent) charged for unpaid balances on all invoices not paid within 45 days from date of the issuance.

## OVERVIEW

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### - Key Skills and Experience-

- Accomplished Professional Engineer with over 34 years government regulatory experience
- | Collection system regulatory Subject Matter Expert/Credentialed USEPA Clean Water Act Inspector
  - | State Water Board Water Quality Enforcement Policy Expertise (hearings/settlements)
  - | Water quality investigations, compliance determinations, and evidence collection
- | Recognized industry expert speaker and trainer | Multi-discipline environmental regulator contacts

### - Select Career Highlights -

- Managed State Water Board's statewide collection system compliance and enforcement initiatives training and leading multi-disciplinary inspection teams, ramping >100 compliance audits across nine regional water boards
- Managed program to implement AB13193 amending Porter-Cologne Water Quality Control Act for California Statewide Sanitary Sewer Overflow Reduction Program
- State Water Board subject matter experts for – Sanitary Sewer Systems Waste Discharge Requirements (WDR)
- Credentialed USEPA NPDES Clean Water Act Inspector
- Credentialed FAA certified flight instructor/safety inspector

## PROFESSIONAL OVERVIEW

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### FISCHER COMPLIANCE, LLC

9/2020-present

#### Principal

- Sanitary Sewer Systems Waste Discharge Requirements (SSS WDRs) subject matter expert supporting municipalities seeking expert compliance services for reducing system risks, enforcement liabilities, and improving performance
- Sewer System Management Plan (SSMP) Audits/updates, Annual Reporting, Technical Spill Report Review, Simulated Regulatory Compliance Evaluation Inspections (CEIs), spill emergency response custom trainings, wastewater permit compliance reviews, and strategic compliance coaching services

### CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

2009-2020

#### Water Resource Control Engineer/Office of Enforcement/Special Investigations Unit

- Managed statewide Enforcement Initiative for evaluation of compliance Orders and permits (WDR/NPDES)
  - Documented violations, and develop technical reports to support enforcement cases and recommendations
  - Collaborated with investigators, attorneys, and regional water board clients in field offices to develop enforcement responses, including notices of violation (NOVs), technical investigations, and administrative civil liability complaints
  - Implemented statewide water quality enforcement policy (hearings and settlement negotiations)
  - Reviewed facility operational records, sampling/receiving water data, engineering calculations, and reports
  - Conducted facility compliance inspections and write detailed reports and investigations covering wastewater, drinking water, stormwater, and water rights
  - Testified as subject matter expert on wastewater engineering "best practices", investigation findings, and enforcement recommendations
  - Supervises/trained/mentored regional water board compliance/enforcement inspectors
  - Developed training products and conduct stakeholder presentation to support regional board missions
  - Conducted policy review to evaluate enforceability for board permits
-

Water Resource Control Engineer/Division of Water Quality

2008-2009

- Statewide Program Manager for Waste Discharge Requirements (WDRs) General Order
- Managed statewide permit review and presented recommendations to state water board
- Managed statewide outreach campaign
- Managed electronic spill reporting database and external user group
- Trained regional water board staff
- Evaluated historic spill records, test programs, sampling, and monitoring reports

**CALIFORNIA AIR RESOURCES BOARD**

Air Resources Engineer/Technical Support Division/Goods Movement Section

2007-2008

- Co-authored guidelines for allocating \$1 billion generated by Proposition 1B to reduce emissions and reduce health risks from trucks, trains, ships, and harbor craft in goods movement
- Conducted outreach and solicited input from local agencies, industry and the public stakeholders

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**

2005-2007

Aviation Safety Officer/Division of Aeronautics

- Conducted safety compliance inspections at public-use and private-use airports and heliports
- Identified and assessed safety hazards for conformity with federal and state safety regulations and guidelines
- Enforced state and federal safety standards using written technical correspondence
- Collaborated with environmental planners, land use planners, project engineers, and local governing boards on the implementation of contracts and projects
- Designed field inspection reference and training materials
- Developed discrepancy tracking system
- Conducted airport and heliport permit reviews and amendments

**CALIFORNIA AIR RESOURCES BOARD**

1997-2005

Air Resources Engineer/Office of Communications

- Public Outreach Officer responsible for training, education, and outreach
- Conducted presentations and acted as ARB spokesperson in government and industry partnerships
- Published technical fact sheets and newsletters to inform industry of regulatory requirements
- Collaborated with multi-discipline team to develop a toxic air emissions test with Southwest Airlines B-737 jets
- Conducted industrial facility inspections
- Managed contracts and funding mechanisms for clean air projects
- Start-up support for the California Fuel Cell Partnership

Air Resources Engineer/Stationary Source Division

1989-1997

- Technical support, engineering expertise, and CEQA review to local, state and federal air quality agencies responsible for siting and permitting new and modified facilities
- Conducted technical review of facility engineering evaluations covering power plants, boilers and incinerator projects to verify compliance with air quality permits, statutes, regulations, and guidelines
- Collected, evaluated, and presented air emission test data to policy makers and the public
- Co-authored emission guidelines for determining combustion efficiency and air pollution reduction performance
- Lead technical staff for adoption and implementation of air toxics regulation for medical waste incinerators
- Conducted emission tests on incinerator facilities throughout the state
- Performed computer simulations for determining air quality risk assessments

## **CERTIFICATES/TRAINING**

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- California Registered Professional Engineer (P.E.), Mechanical Engineer (#M29780)
- Certified and Credentialed NPDES National Technical Inspector (U.S. EPA Compliance Office)
- HAZWOPER certification
- Municipal Separate Storm Sewer System (MS4) Program Evaluations (U.S. EPA Wastewater Management)
- Industrial Stormwater Inspector Trainings (California State University, Sacramento Office of Water Programs)
- Advanced Environmental Crimes Program (USEPA Criminal Investigation Division)
- Environmental Enforcement (Western States Project)
- Engineering and Operations Maintenance (CWEA)
- Collection System Construction and Maintenance (BTC Training Consultants)
- Certified Pipe and Plate Welder (American Welding Society)

## **EDUCATION**

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**Bachelor of Science, Mechanical Engineering Technology**  
CALIFORNIA STATE UNIVERSITY, SACRAMENTO

## **PUBLICATIONS**

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- *"10-Year Update on California's Waste Discharge Requirements (SSS WDRs)"*, California Water Environment Association (CWEA), 2016
- *"Emission Guidelines from Resource Recovery Facilities"*, California Air Resources Board, 1991

## **EXTRACURRICULAR**

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- FAA Certified Commercial Pilot and Flight Instructor
- FAA Certified 5010 Airport Safety Inspector
- Yolo County Sheriffs Aerosquadron Volunteer Pilot
- FCC Amateur Radio Operator (Extra Class License)
- Professional Jazz Pianist

## **REFERENCES**

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- Cris Carrigan, Retired, Director of Enforcement, SWRCB (916-754-6401)
- Julie Macedo, Staff Counsel IV, SWRCB/Office of Enforcement (916) 323-6847
- Diana Messina, P.E., Supervising WRCE, SWRCB (916) 341-5523
- Eric Magnan, Enforcement and Compliance Manager, USEPA Region 9 (415-972-3577)

# Richard Cunningham

999 Victoria Ct., Lafayette, CA 94549 cell: 925-297-9229 email: [rc@sewers.com](mailto:rc@sewers.com)

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## Employment summary

2013 to 2018: Project Manager (as-needed), City of Emeryville

2004 to 2012: Public Works Manager, City of Albany, CA

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1986 to 2004: Division Manager, Street and Sewer Operations, City of San Francisco

1982: Assistant Manager, San Francisco DPW Operations

1980: Assistant to the SF DPW Deputy Director for Operations

1978: Joined San Francisco DPW Operations after college graduation (BA from Antioch College of Ohio)

## Professional Activities

Since 1982: Member of American Public Works Association

Since 1983: Member of California Water Environment Association

Since 1983: Member of Water Environment Federation (WEF)

Since 1984: Member of WEF collection systems committee

1990-93: Vice-chair of WEF Collection Systems Committee

1993-96: Chair of WEF Collection Systems Committee

2002-03: Vice-chair of CWEA technical certification committee

2004-05: Co-chair of WEF Collection Systems Committee

2005-07: Vice-chair of Bay Area Clean Water Agencies (BACWA) Collection Systems Committee

2007-08: Chair of Bay Area Clean Water Agencies (BACWA) Collection Systems Committee

1984-2008: Instructor, WEF Collection System Workshops for collection system management and database design/implementation

1995-2003: Instructor, Collection System Management  
UNLV College of Engineering and University of Alabama

2001-2004: Instructor, CMOM/SSO, Pacific Northwest Clean Water Assoc.

2002-2003: Instructor, CMOM/SSO, Idaho Rural Water Assoc.

2003: Winner of WEF Collection System Award for contributions made to the field of wastewater collection system management.

2007-2008: Instructor, Collection System Management  
University of Wisconsin - Madison

2008: Chapter author, WEF Manual of Practice #7, Collection System Management

2009-2012: Managing negotiator for East Bay Collection Systems Advisory Committee in Federal stipulated order negotiations for long-term inflow and infiltration reduction program.

2018-2019: City of Oakland Consent Decree compliance review

\* California Water Environment Assoc. Collection System Technical Certificate, Collection Systems Grade IV, 1986

\* Class A commercial driver's license

### Legal and Regulatory Experience:

\* Depositions and court appearances: 200+ in 26 years of management responsibilities with City and County of San Francisco.

\* Served as administrative hearing officer for public works cases in San Francisco from 1999 to 2004.

\* 2009-2012: Collection systems agency representative in negotiations of Administrative Order and Stipulated Order with US EPA/SWRCB affecting the seven agencies that are tributary to the EBMUD treatment plant.

The Stipulated Order included the development of provisions covering private sewer lateral inspection and rehabilitation triggered by property ownership change, building permit activity, and other elements.

## Attachment 3 (Sam Rose Resume)

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652 Woodlake Drive, Sacramento, CA 95815  
consultsamrose@gmail.com  
(916) 871-4495

### Background

Over 40 years of experience in the Wastewater Collection System industry, 15 of those in management positions, 4 years as a consultant serving sewer collection agencies throughout California. Experience includes Program Development and Optimization, Asset Management, Spill Emergency Response Plan Development and implementation, SSMP Development, Implementation and Audits, Resource Management, Culture Change, Employee Development, Succession Planning, Regulatory Compliance, Fleet Management, Budgeting and Fiscal Responsibility. Over 20 years' experience teaching, training, coaching, and mentoring personnel from utility agencies throughout California. Recognized Wastewater Collection System Subject Matter Expert. Member - State Water Board Data Review Committee.

### Experience

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August 2019 to Present     **Principal, Sam Rose Consulting**  
Employee Development, O&M Program Development, Optimization and Assessments, On-Boarding and Succession Planning, Spill Emergency Response Plan Development and Training, SSMP Development and Audits, State Water Board WDR Compliance Inspections, Safety Evaluations, Standard Operating Procedures.

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March 2015 to May 2020     **South Placer Municipal Utility District**  
Superintendent – Operations and Maintenance Wastewater Collection System

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May 2010 to Mar 2015     **South Placer Municipal Utility District**  
Technical Services Manager – Engineering, Construction, IT, Contracting, Source Control.

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April 2005 to May 2010     **South Placer Municipal Utility District**  
Construction Manager, New Development Projects, Contracting.

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July 1986 to 2005     **South Placer Municipal Utility District**  
Various Positions – Maintenance Worker, Inspector, Field Services Technician, Construction Projects Administrator.


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### Education

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1993     Bachelor of Arts – Sociology; Minor - Business Administration from California State University, Sacramento

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	<p>Pauma Valley Community Services District Administrative Procedures and Rules</p>	<p>Adopted: 07/22/2024</p>
<p>Gate Access and Radio Frequency Identification Device (RFID) Transponder Policy</p>		<p>Revision Date: 09/22/2025 Effective Date: 1/1/26</p>

**Issuance:**

- **Primary Eligibility:** RFID transponders may be issued to residents, family members of residents, homeowners, permanent guests of residents and homeowners within the gated Pauma Valley Country Club Estates (PVCCE), Employees/Staff of the Pauma Valley Country Club (PVCC), employees of Pauma Valley Community Services District, businesses that operate within the PVCCE, and to residents who have a right of way over Roadway. Primary Eligible persons/vehicles are required to renew their RFID every two years or may opt for registering for a four-year renewal.
- **Secondary Eligibility:** Contractors, Service Persons, vendors, businesses operating within the PVCCE, and members of the PVCC may be approved for an RFID Transponder on an annual basis.
- **Day Pass Gate Access:** Residents, businesses within PVCCE, and the District may approve guest or service passes for their guests, vendors, or employees utilizing the DwellingLive program through the PVCSD website or the corresponding DwellingLive “App”.
- **Access:** RFID issuance is a courtesy to expedite access into gated locations and bypass checking into the security gate booths. The use of the RFID gate access system may be revoked for delinquent fees of more than 90 days, unsafe driving, eligibility changes, or due cause at the discretion of the General Manager.
- **Appeals:** Persons with revoked RFID transponders may be appealed by the applicant to the General Manager. If not settled to the satisfaction of the applicant, the decision may be appealed to the PVCSD Board for final decision.
- **Vehicle Details:** Upon issuance, recipients must complete a form with their vehicle details and sign the application to acknowledge the terms of this administrative policy.
- **Fees:** The fee for a new transponder is established by the PVCSD Board, currently \$40 per RFID. Renewal fees are currently \$20 annually. The fee rates stated in this 2025 revised policy are subject to change with Board's action. The fees are used to administer the gate access RFID program and related expenses. Payment must be made at the time of issuance.

- **California Vehicle Code (CVC): Speed limit within PVCCE is 25 MPH. Driving with due regard for other vehicles and persons are expected.**
- **Issuance:** Renewal of the RFID transponder for Primary applicants will be based on the calendar year. Secondary applicants' renewal will be based on one year from their original issue date

**Defective Transponders:**

- **Replacement Policy:** Transponders found to be defective within three months of issuance will be replaced at no cost. Coverage does not include physical damage such as cracks, scratches, or a missing transponder.
- **Post Coverage Defects:** If your transponder is found to be defective after the coverage period, there will be a standard \$40 fee for a replacement. (Please note severe weather conditions can affect the lifespan of the RFID transponder.)
- **External Factors:** Damage from accidents, natural disasters, or exposure to extreme weather conditions is not covered.

**Subject to Change:**

This policy is subject to change without prior notice and does not supersede any existing legal obligations.

# RFID Renewal Program: Administrative SOP

**Pauma Valley Community Services District**

**Effective Date:** July 1, 2026

**System:** DwellingLIVE

**Document Type:** SOP for staff use

## 1. Purpose

This SOP gives administrative staff a simple process for implementing RFID renewal fees in DwellingLIVE. All RFID users are entered the same way in DwellingLIVE. Staff will use **standard DwellingLIVE notes** to track user type, renewal date, contact information, payment status, and exceptions.

## 2. Fee Rules

Transaction	Fee	Staff Action
New RFID	\$40	Collect payment, issue RFID, enter user/vehicle/contact information in DwellingLIVE, and set expiration date.
Annual renewal	\$20	Collect payment and update expiration for one year.
Two-year renewal	\$40	Collect payment and update expiration for two years.
Four-year renewal, if approved	\$80	Collect payment and update expiration for four years.
Lost, stolen, damaged, or expired RFID replacement	\$40	Deactivate or close old RFID if applicable, issue replacement, and document reason.
Defective RFID within 3 months	\$0 if qualified	Replace only if defective, within 3 months of issuance, and not physically damaged.

## 3. Required Contact Information

Before sending renewal notices or billing, staff must verify contact information for each active RFID. If information is missing, do **not** immediately deactivate the RFID. Mark it as **Active - Contact Update Required** and attempt to obtain the missing information.

Required Information	Staff Must Verify or Obtain
RFID holder name	Full name of person assigned to the RFID.
Property or sponsoring account	Resident, property, business, contractor, vendor, club member, or other approved account.
Email address	Needed for DwellingLIVE reminders and office communication.
Mailing address	Needed for written notices and final delinquency letters.
Phone number	Helpful for follow-up if email or mail is missing.
Vehicle information	Plate number, make, model, and color.
Basis for access	Resident, family, guest, contractor, vendor, employee, PVCC member, or other approved basis.

## 4. Transition Renewal Schedule

Use this table to assign the first renewal date for all currently active RFIDs. After the transition renewal is completed, future renewals should follow the assigned expiration date or anniversary-month schedule.

RFID Activation Date in DwellingLIVE	First Renewal Group	Recommended Expiration Date	Staff Action
Unknown, blank, or unreliable activation date	January 2027	January 31, 2027	Treat as legacy unless staff can document a later activation date. Verify contact information.
Activated in 2025 or earlier	January 2027	January 31, 2027	Include in first transition group. No retroactive renewal fees.
Activated January 1, 2026 through June 30, 2026	July 2027	July 31, 2027	Include in second transition group so the user is not charged too soon after issuance.
Activated July 1, 2026 and after	Activation anniversary month	Last day of anniversary month	Use ongoing anniversary-month renewals. Example: August 14 activation expires August 31 of the renewal year.

## 5. Staggered Implementation Calendar

DwellingLIVE only allows **30-day** and **10-day** upcoming expiration notices. Staff should use DwellingLIVE for those two pre-expiration reminders and use the RFID master tracker for all preparation, contact cleanup, payment tracking, and delinquency follow-up.

Period	RFID Group	Staff Prep Window	DwellingLIVE Notice Dates	Renewal Due Date	Follow-Up Window
Group 1	Unknown, blank, and 2025 or earlier activations	July - October 2026	30-day: about Dec. 1, 2026; 10-day: about Dec. 21, 2026	January 31, 2027	February–April 2027; GM review May 2027 if unpaid.
Group 2	January 1, 2026 through June 30, 2026 activations	January - February 2027	30-day: about June 1, 2027; 10-day: about June 20, 2027	July 31, 2027	August–October 2027; GM review November 2027 if unpaid.
Ongoing	July 1, 2026 and later activations	Monthly, 60 days before expiration month	30 days and 10 days before expiration	Last day of anniversary month	30-, 60-, and 90-day delinquency process after expiration.

## 6. Required RFID Status Types

Use only the following status types in the master tracker and DwellingLIVE notes. This keeps the process consistent and easy to audit.

Status Type	Use When	DwellingLIVE Note Template
Active - Current	RFID is active, paid, contact information is verified, and renewal is not overdue.	RFID STATUS: Active - Current; User Type: [Type]; Renewal Due: [Date]; Paid Through: [Date]; Contact Verified: [Date]; Updated By: [Initials].
Active - Contact Update Required	RFID is active, but email, mailing address, phone, vehicle, or account information is missing.	RFID STATUS: Active - Contact Update Required; Missing: [Info Needed]; Renewal Due: [Date]; Updated By: [Initials].
Renewal Upcoming	RFID is approaching expiration and the 30-day or 10-day notice period has started.	RFID STATUS: Renewal Upcoming; Expiration: [Date]; 30-Day Notice: [Date/Auto]; 10-Day Notice: [Date/Auto]; Updated By: [Initials].
Renewal Due / Expired	Expiration date has passed and payment has not been received.	RFID STATUS: Renewal Due/Expired; Expiration: [Date]; Amount Due: [\$]; Updated By: [Initials].
Past Due - 30 Day	RFID is about 30 days past expiration and unpaid.	RFID STATUS: Past Due - 30 Day; Reminder Sent: [Date]; Amount Due: [\$]; Updated By: [Initials].
Final Notice - 60 Day	RFID is about 60 days past expiration and unpaid.	RFID STATUS: Final Notice - 60 Day; Final Notice Sent: [Date]; Updated By: [Initials].
Suspended / Deactivated	Management has approved suspension or deactivation.	RFID STATUS: Suspended/Deactivated; Reason: [Reason]; Approved By: [Name]; Date: [Date]; Appeal Info Provided: [Yes/No].
Review Needed	Eligibility, duplicate record, vehicle assignment, or account relationship is unclear.	RFID STATUS: Review Needed; Issue: [Issue]; Referred To: [Name]; Updated By: [Initials].
Closed / Removed	RFID is no longer active due to move, sold vehicle, duplicate record, return, or ineligibility.	RFID STATUS: Closed/Removed; Reason: [Reason]; Date: [Date]; Updated By: [Initials].

## 7. Staff Procedure

Step	What Staff Does
1	Export or compile all active RFIDs from DwellingLIVE into the RFID master tracker.
2	Assign each RFID to the correct renewal group: <b>January 2027</b> , <b>July 2027</b> , <b>Anniversary Month</b> , or <b>Review Needed</b> .
3	Verify name, property or sponsoring account, email, mailing address, phone, vehicle information, and basis for access.
4	Enter the required status type in the tracker and add the matching note in DwellingLIVE.
5	Use DwellingLIVE's 30-day and 10-day notices before expiration. If desired, send an office courtesy email or letter 45–60 days before expiration.
6	When payment is received, record payment date, amount, receipt number, renewal term, and payment method in the tracker.
7	Update DwellingLIVE expiration date and note immediately after payment.
8	If payment is not received by expiration, mark the RFID as <b>Renewal Due / Expired</b> and follow the delinquency schedule.

## 8. Quick Decision Rules

Situation	Staff Response
Activation date is blank or unknown	Assign to <b>January 2027</b> unless a later activation date is documented.
RFID was activated in 2025 or earlier	Assign to <b>January 2027</b> .
RFID was activated January–June 2026	Assign to <b>July 2027</b> .
RFID was activated July 1, 2026 or later	Use activation anniversary month.
Contact information is missing	Keep active if otherwise valid; mark <b>Active - Contact Update Required</b> .
User says they already paid for the RFID	Explain that issuance and renewal are separate; verify activation date and payment history.
RFID is damaged, lost, stolen, or removed	Charge replacement fee unless it qualifies as a defective RFID within 3 months.
Eligibility is unclear	Mark <b>Review Needed</b> and refer to Office Manager or General Manager.

*Pauma Valley Country Club Estates*  
**Homeowners' Association No. 1**

P. O. Box 1133 ◆ Pauma Valley, CA 92061 ◆ website: [www.pvccehoa1.com](http://www.pvccehoa1.com)

Eric Steinlicht, General Manager  
Zan Villanueva, Board Member

March 27, 2026

Gentlemen,

Just a quick follow-up as you talk with the club and complete your due diligence.

At their March 23<sup>rd</sup> meeting, the Board considered the request of Pauma Valley Country Club Estates HOA #1 to have the CSD improve the public walkway between the current end of the walkway between the two houses on Wiskon East and the cart path/walkway that goes over the bridge next to the dog park. The path is about 100 feet in length.

Our primary concern was to improve safety and the appearance of the often muddy, grass strewn, well-traveled thoroughfare.

In the discussion of the item on the 23<sup>rd</sup>, I did cite the Board to Government Code 835:

Under California Government Code §§ 830 and 835, public entities are liable for injuries caused by dangerous conditions on their property if the property was negligently maintained or created, or if the entity had notice and time to fix it.

I was quick to caution that I was not trying to be Chicken Little since while I am sure people have slipped and maybe fallen on this public walkway, I know of no lawsuits, to date. Nonetheless, it might be a good idea to be ahead of that curve.

That is particularly a timely consideration given that HOA #1 has secured \$4000 worth of pavers, offered to chip in another \$1000, and the whole project can probably be completed for \$5000 to \$6000.

At the CSD meeting there was discussion about who should conduct the installation of the pavers, if approved. The best party to do this---for all, the Golf course, the HOA and CSD would be to have CSD approve and manage the improvement.

I draw this conclusion because of the fact that if conducted by CSD, the pathway has a government code section which provides a level of immunity from liability due to the

operation of what is known as design immunity.

Under California Government Code § 830.6, public entities are immune from liability for injuries caused by the design of public improvements if the plan was approved in advance by an authorized body/employee and supported by reasonable evidence.

### **Key Elements of Design Immunity (§ 830.6)**

To establish the [design immunity defense](#), the public entity must satisfy three distinct criteria.

- **Discretionary Approval:** The plan or design must be approved by the legislative body (e.g., city council) or an employee exercising discretionary authority prior to construction.
- **Causal Relationship:** The injury must have been caused by the design or plan itself.
- **Reasonableness:** There must be substantial evidence supporting the reasonableness of the design.

I have had dozens of cases over the years where this section was the key factor in defending against such lawsuits.

In closing, if we can get this done, it will be safer, a great looking improvement and a nice compliment to the community that managed to do this as a public private partnership.

Thanks again for considering this.

Michael Martello, Secretary

PVCCE HOA #1

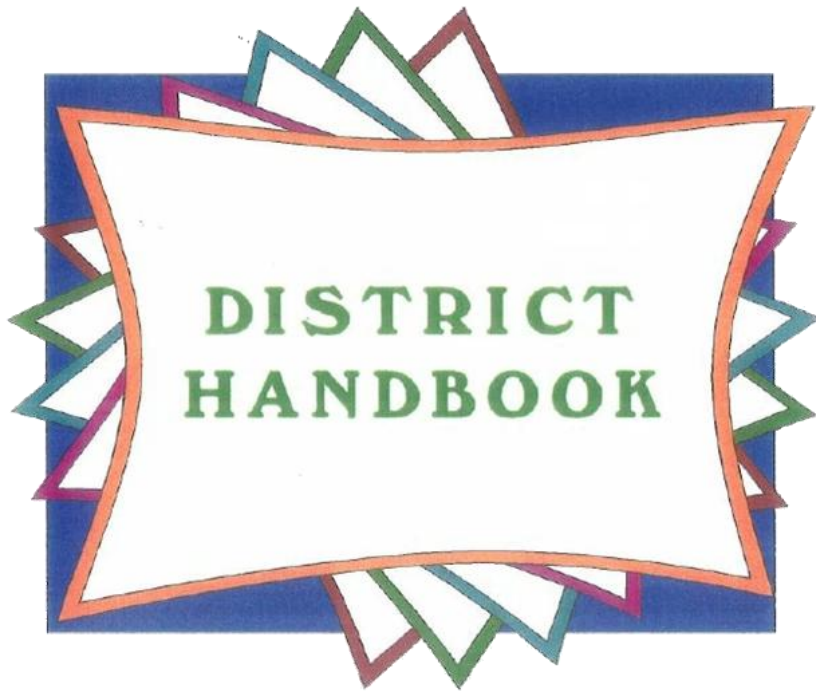
**NOTICE OF PUBLIC HEARING OF THE  
PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
REGARDING JOB VACANCIES AND RECRUITMENT/RETENTION EFFORTS**

**NOTICE IS HEREBY GIVEN** that on May 26<sup>th</sup>, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard, the Board of Directors of the Pauma Valley Community Services District (“District”) will conduct a public hearing pursuant to **Assembly Bill 2561 (McKinnor, 2024)** to report on the current status of job vacancies within the District and to discuss recruitment and retention efforts. This hearing will also provide an opportunity for any recognized employee organization to present information or recommendations regarding staffing challenges and potential solutions. The hearing will be conducted as part of the regularly scheduled Board meeting. The public hearing will be held at the Pauma Valley Community Services District, 33129 Cole Grade Road, Pauma Valley, CA 92061. Members of the public are encouraged to attend and provide comments.

---

Eric Steinlicht, General Manager  
Pauma Valley Community Services District  
Dated: May 18<sup>th</sup>, 2026

**PAUMA VALLEY  
COMMUNITY SERVICES DISTRICT**



**Revised and Approved May 2026**



## **INTRODUCTION**

For employees who are commencing employment with the Pauma Valley Community Services District (“PVCSD” or the “District”), let me extend a warm and sincere welcome. For employees who have been with us, thank you for your past and continued service.

This Employee Handbook (“Handbook”) is designed to help employees get acquainted with the organization. It describes the basic terms and conditions of employment with the District.

Employees are expected to read this Handbook carefully and to know and understand its contents. PVCSD reserves the right to make changes to this Handbook. Employees are responsible for knowing about and understanding those changes once they have been disseminated. PVCSD also reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with the General Manager to obtain information regarding specific employment guidelines, practices, policies or procedures.

Employees should not interpret anything in this Handbook as creating a contract or guarantee of continued employment. In addition, this Handbook is not intended to cover all possible situations that may arise in your employment relationship with the District.

This Handbook is the property of the District and it is intended for the personal use and reference by employees of PVCSD.

Every employee is responsible for completing the following within two (2) weeks of receiving this Handbook: reading and signing the Handbook Acknowledgment Form and returning it to PVCSD administration. This Acknowledgment Form contains important points for employees and provides the District with a record that each employee has received this Handbook.

**This Handbook supersedes all prior handbooks.**

### **HANDBOOK DISCLAIMER**

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment and is not intended to create any contractual or other legal obligations or to alter the at-will nature of employment. Instead, it merely establishes guidelines for employees concerning some of PVCSD’s policies and benefits. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to the District’s General Manager.

This Handbook is not intended to provide in detail or be all inclusive of all Administrative Policies and Procedures, nor does it supersede or alter in any way PVCSD Ordinances, PVCSD Resolutions, State, or Federal laws. PVCSD reserves the right to delete, amend, or add handbook provisions at any time, without notice.

Nothing in this Handbook or in other statements of PVCSD policies, including statements made in the course of an employee performance review and/or wage review, shall be deemed to constitute either an express or implied promise of continuing employment. Employment with PVCSD is at-will and can be terminated by PVCSD or the employee at any time with or without cause or notice. This is the entire agreement between PVCSD and its employees regarding the term of employment. It supersedes all prior written and oral statements regarding the subjects covered in this Handbook and it cannot be modified except by a written agreement signed by the General Manager of PVCSD with approval of the District Board.

POLICY CHANGES

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right to modify or rescind any policies, practices, or benefits described in this Handbook, except for the employment at-will policy, at any time without prior notice, we will strive to timely advise you of any changes affecting your employment.

- Revised/Approved May 2026
- Revised/Approved January 2026
- Revised/Approved July 2025
- Revised/Approved April 2024
- Revised July 2020
- Revised July 2019
- Revised April 2019
- Revised July 2017
- Revised April 2016
- Revised December 2015
- Revised July 2014
- Revised August 2012

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1. AT-WILL EMPLOYMENT

All employment with PVCSD is “at will.” This means that both employees and PVCSD have the right to terminate employment at any time, with or without notice, and with or without cause. The at-will relationship can only be modified by a written agreement signed by the employee and District’s General Manager and approved by the Board of Directors.

PVCSD reserves the right to transfer, demote, suspend and administer discipline to employees with or without cause or advance notice.

None of the policies, procedures, contents of this manual, or any other documents provided to employees are intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific period of time. Employees should ask District’s General Manager if they have any questions about their status as an employee at-will.

2. PROBATIONARY PERIOD

PVCSD attempts to hire the most qualified employees for each position. To ensure this, PVCSD provides for an introductory period of employment for the employee to assess PVCSD and the job content, and for PVCSD to evaluate the new employee on his or her job performance. All new employees must complete, to PVCSD’s satisfaction, a 180-day (six (6) months) introductory period beginning after the date of initial appointment. Consistent with the PVCSD’s Employment At-Will policy, during the introductory period, an employee may be discharged by PVCSD for any reason, at any time, and without advance notice. Similarly, the employee may resign employment for any reason, at any time, and without advance notice during this period.

At PVCSD’s discretion, an employee’s introductory period may be extended one or more times. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for a specific duration.

Satisfactory completion of the probationary period does not alter the at-will nature of the employment relationship. PVCSD does not guarantee employment for the entire probationary period and at its discretion, PVCSD may shorten or extend the probationary period.

3. EQUAL EMPLOYMENT OPPORTUNITY

PVCSD is an Equal Employment Opportunity employer, and it is the policy of PVCSD to be in compliance with all state and federal regulations relative to discrimination in employment and PVCSD follows the practice of promoting Equal Employment Opportunity.

PVCSD is strongly committed to providing equal opportunity to all employees and applicants for employment. PVCSD does not discriminate on the basis of any status or characteristic protected under federal or state law, such as race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and gender expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), sexual orientation, sex stereotyping, age (40 years and older), medical condition, marital status, domestic partner status, pregnancy, physical or mental disability (including HIV and AIDS), military status, veteran status; legally protected medical condition or information (including genetic information), protected medical leaves (requested or approved), status as a victim (of domestic violence, sexual assault or stalking), enrollment in a public assistance program, on the basis of any perception that an applicant or employee has any of these characteristics; or, on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics.

PVCSD prohibits the discrimination or harassment of any individual on any basis listed above (see the Policy Against Harassment for further clarification). Any such discrimination is unlawful and all persons involved

in the operations of the PVCSD are prohibited from engaging in this type of conduct. Please contact District's General Manager if you have any questions or concerns.

PVCSD's commitment to comply with all applicable laws providing equal employment opportunities applies to all persons involved in the District's operations and prohibits unlawful discrimination by any employee of the District, including supervisors and coworkers. This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of District's General Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

PVCSD utilizes the same complaint procedures for complaints of discrimination as it does for complaints of harassment. Please see the Reporting and Complaint Procedure. California law and PVCSD also prohibit retaliation against any employee for making a good faith complaint of discrimination or for cooperating, assisting, testifying, or participating in any of the discrimination complaint procedures in the separate Policy Against Harassment.

#### 4. POLICY ON REASONABLE ACCOMMODATION

PVCSD is committed to providing equal opportunity for all applicants and employees, and will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

**Reasonable Accommodations Related to Disability and Religion:** PVCSD will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law. Employees seeking such accommodations should promptly notify District's General Manager.

**Reasonable Accommodations Relating to Pregnancy:** PVCSD will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify District's General Manager. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

**Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault:** PVCSD will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to PVCSD, and (ii) the employee requests an accommodation for the employee's safety while at work.

In such circumstances, PVCSD will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault or stalking. Six (6) months after the date of each previous certification, PVCSD may request a recertification of such status. PVCSD will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual

assault or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

Retaliation and Discrimination Prohibited: PVCSD prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in PVCSD's separate policy on harassment, discrimination and retaliation, PVCSD prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual's disability, religion, religious creed, sex (including pregnancy, childbirth and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

5. LACTATION ACCOMMODATION POLICY

PVCSD provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. A lactation accommodation request may be made verbally or in writing, should indicate the need for an accommodation in order to express breastmilk at work, and should be directed to District's General Manager. PVCSD shall respond to such requests in a reasonable manner, not exceeding five (5) business days. PVCSD will provide a room or other location (not a bathroom) for employees to express breastmilk in private. PVCSD will ensure that the lactation room or location will:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be clean, safe and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, PVCSD will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, PVCSD will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space.

PVCSD shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and PVCSD will compensate her for such time.

If PVCSD cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the District's General Manager that describes the nature of the change that is requested.

PVCSD prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the District's General Manager. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

6. OPEN DOOR POLICY

The District has a specific procedure detailed in the separate Policy Against Harassment, Discrimination and Retaliation that should be used to report any concerns or complaints related to possible sexual harassment,

or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Employee Concerns Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, or with the General Manager, as soon as possible after the event(s) that cause the concern. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

#### 7. PROCEDURE FOR REPORTING EMPLOYEE COMPLAINTS

The purpose of this Procedure for Reporting Employee Complaints is to establish a process for all employees of the District to use to notify the District of their work-related concerns, and to give the District the opportunity to learn about, address, and resolve the complaint. This policy is intended to supplement the Open Door Policy set forth in this Handbook, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice or the General Manager to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment, Discrimination, and Retaliation that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.

Importantly, when the nature of the concern pertains to an actual or suspected violation of the law District policy, or an ethical violation, all employees, directors, and officers of the District are required to file a complaint using the procedure below. This includes reporting any activity that is considered by the person making the complaint to be illegal or dishonest. Any questions regarding whether a concern is subject to this mandatory reporting policy should be resolved in favor of filing the complaint. This procedure includes:

1. **Filing of Complaint:** Individuals should file written complaints with the District's General Manager as soon as possible after the events that give rise to the work-related concerns. The written complaint should set forth in detail the bases for the complaint including but not limited to alleged violations of policy or law.
2. **Investigation:** The District's General Manager will date and log all written complaints and send the employee an acknowledgment that the complaint is under review. The District's General Manager, or his/her/its designee will investigate the complaint, meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.
3. On completion of the investigation, the complainant and the employee being complained about will receive an oral or written report of the District's finding(s) which are listed below. Except where required by law, the details of the investigation and the basis of the investigation's findings will not be provided to the complainant.
4. Each allegation in a complaint shall have one of the following findings:
  - a. **UNFOUNDED:** The alleged act did not occur.
  - b. **EXONERATED:** The alleged act occurred but was justified, legal and proper.
  - c. **NOT SUSTAINED:** The investigation produced insufficient information to prove or disprove the allegation.
  - d. **SUSTAINED:** The District member committed all or part of the alleged act(s) of misconduct or poor service.

- e. **MISCONDUCT NOTED:** The District member violated a section of the Districts Ordinances, Policies, Rules, or Procedures not originally in the complaint.
  - f. If the complaint is resolved to the complainants satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the General Manager.
5. **Appeal:** If the complaint is not resolved to the complainants' satisfaction, the complainant may submit a written request for review of the complaint to the District General Manager, or District Board President. Decisions resulting from appeal reviews will be final.

The District will not tolerate retaliation against individuals for reporting a good faith concern under this policy; participating in or cooperating in any internal investigations of reported concerns; or otherwise engaging in conduct protected by law. Prohibited retaliation can be adverse employment actions, like termination, compensation decreases, or poor work assignments, or even threats of physical harm. Such retaliation is a separate violation of District policy. It also may violate applicable law. Anyone who believes that he or she has been retaliated against for reporting a good faith concern, for participating in or cooperating in an internal investigation of a concern, or for exercising his or her rights, or otherwise engaging in conduct protected by law, should immediately notify the District using the same Procedure described above. The General Manager or any District Board member has the discretion to utilize the complaint procedure to evaluate complaints initiated by members of the public.

8. DISCIPLINARY ACTION

Consistent with the at-will nature of employment, PVCSD reserves the right to use discretion in deciding when and how discipline is imposed. No formal system, procedure or proof of cause is required. Attached as "Appendix A" is a non-exhaustive list of examples of PVCSD rules and regulation violations for which employees will be disciplined, up to and including termination. The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The General Manager may discipline any employee for cause.

9. POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes harassment based on sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned or is (or is perceived to be) transitioning, sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by federal, state, or local laws.

The District strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, the District will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with

whom the District employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

#### 10. REPORTING AND INVESTIGATING HARASSING, DISCRIMINATORY AND RETALIATORY CONDUCT

All employees, independent contractors, interns, and volunteers of the District must promptly report any incidents of harassment, discrimination, and retaliation so that the District can take appropriate action. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the District from having the opportunity to correct the situation.

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any District personnel or any other person, or any conduct believed to violate this policy, must be reported immediately to the District's General Manager, who is responsible for investigating harassment complaints. An individual is not required to bring a complaint to the General Manager if the individual is uncomfortable doing so for any reason. In that case, complaints may be reported to the District Board President or any other District Board member should the Board President be unavailable.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation, and for ensuring that everyone in their Division is aware of, understands, and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the General Manager or other appropriate District official so that an investigation may be initiated.

Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the District. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Office Manager or other District official responsible for the investigation will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, the District will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

The District prohibits conduct severe enough to be unlawful. Yet even more, the District's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the District prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the District will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

The District will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of District policy and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

#### 11. RESPECTFUL CONDUCT

The District is committed to providing a professional and respectful work environment. In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any “intimidation or bullying” in the workplace or at any work-related events.

Bullying is abusive conduct that a reasonable person would be hostile, offensive, and unrelated to the District's legitimate business interests. It may include repeated infliction of verbal abuse, derogatory remarks, insults, epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

Disciplinary action, up to and including termination, may be taken against any employee found to have violated this policy, amongst other appropriate actions.

Any individual who believes that they have been the subject of bullying should immediately report concerns to their direct supervisor or the General Manager, if needed. No employee will be subject to any form of retaliation for reporting an incident of bullying or for participating in the investigatory process, if needed.

12. VEHICLE USAGE

The District provides vehicles for employees to use while on “duty status”. These vehicles are to be used by District employees only, and for the sole purpose of District business. Further, District vehicles and District employees must remain inside PVCSD boundaries during all duty status hours with the exception of utilizing for necessary District business. PVCSD vehicles are not to be used for any form of after-hours activities, unless authorized by the General Manager in writing. The District’s gasoline tank is to ONLY be used to fill PVCSD’s vehicles. No gasoline shall be dispensed for employee’s personal use. The General Manager may in his or her discretion provide up to one (1) gallon of gas or a reasonable equivalent of electric vehicle charging to assist stranded motorists within the District.

District employees and Board members may, in the course of District business, drive District vehicles equipped with global positioning system (GPS) technology. GPS technology provides the District with business-related purposes such as vehicle, fuel use, diagnostic data, speed, location, routing, idling, and utilization information. Additionally, GPS technology greatly enhances District job performance, personnel safety, and distribution of District resources.

The District may participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) Program. Employees whose job description requires the possession of a valid California driver’s license must maintain their driver’s license with no limitations for operating District vehicles. Such employees are required to report any restrictions or validity of their DMV license status to the Office Manager and/or General Manager within twenty-four (24) hours or by the next business day upon notification by the DMV, law enforcement agency, or court.

Any violation of the aforementioned regulations will subject the employee to disciplinary action, up to and including termination. When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

13. PROFESSIONAL CERTIFICATION

All applicants applying for vacant positions requiring certification must present evidence of certification prior to employment. District policy requires copies of certificates required to meet standards. The cost of renewal of certifications will be paid for by PVCSD on a reimbursement basis, as long as employment continues.

District employees who obtain and maintain an active California Notary Public commission, and who are designated in writing by the General Manager to provide notarial services on behalf of the District, shall receive a Notary Service Stipend in the amount of seventy-five dollars (\$75.00) per month. The stipend is reported to CalPERS as Special Compensation under the "Notary Pay" category defined in California Code of Regulations Title 2, §571. The stipend lapses immediately upon expiration of the underlying commission, revocation of designation by the General Manager, or separation from District employment. Bond, examination fees, renewal fees, Live Scan, supplies, and paid study or examination time are reimbursed separately and are not part of the stipend. All notarial fees collected in connection with District-designated notarial services are remitted to and retained by the District pursuant to Government Code Sections 6100 and 8202.5.

14. WAGES AND PAY DAY

It is the goal of PVCSD that employees shall be paid fair and equitable wages which compare to prevailing rates of surrounding districts in the area using like skills. Wage rates are determined on the basis of job evaluation and wage surveys conducted for all job classifications. Employee compensation and benefits will be evaluated by the Board of Directors annually to determine whether any changes will be made. The Board of Directors may, in its discretion, review one or more employees’ compensation and/or benefits to determine whether to make changes at other times.

Based on applicants' knowledge, skills, certifications and abilities for the job position, the General Manager may assign base pay for newly hired employees at any range within the published salary schedule for the position the applicant was hired for.

All District supervisors or managers will conduct an annual performance review for each employee under their charge. The evaluation will be based on work performance, job skills, job duties, and District goals. Upon completion of the evaluation the supervisor or manager will review the evaluation with the employee. The performance evaluation will be signed by the employee and supervisor. The General Manager will review to approve the evaluation, sign the evaluation, and file the forms in the employee's personnel file. Employees with below average, average, or above average work performance scores will be eligible for an annual merit increase of up to 5% within the published salary schedule.

The General Manager at his or her discretion may increase an employee's base pay an additional 5%-10% for interim job assignments of a higher paying job classification. The General Manager may increase employee salary outside of their earned merit increases up to 10% of their current salary upon justification and approval of the majority of the District Board of Directors.

Cost of Living (COLA's) adjustments to employees' base salary or annual bonus pay may be approved by the District Board with consideration of economic indicators, the job market comparable and the financial conditions of the District.

Employees will be paid in full once every two (2) calendar weeks on Friday. The pay period will be the previous two (2) weeks. The workweek is defined as beginning Sunday, 00:01 A.M., and ending Saturday, 12 midnight for employees who work a regular four- or five-day schedule during a calendar week.

Employees are required to submit their time sheets (paper or online) to PVCSD Administration by Monday of the pay-week.

15. ON-CALL DUTY

Every 24-hour period, Monday through Friday, one utility employee is required to be available for "on call" for an emergency situation before or after normal work hours unless otherwise approved by the District General Manager. Compensation for that status is paid at a rate of \$10 per day when scheduled in addition to any overtime logged for the work required. Any call out after defined work hours shall be for a minimum of 2 hours at the employee's overtime rate. Each Saturday and Sunday, one utility employee is required to be available for "on call" for an emergency situation, and: (1) be scheduled for overseeing PVCSD's operations unless otherwise approved by the District General Manager, (2) shall be provided the necessary equipment to access the automated SCADA system, and (3) determine if being on-site is required. Compensation for this weekend status is paid at a rate of \$50 per day in addition to any overtime logged for the work required. Compensation for the performance of on-call duty during a District recognized holiday is paid at a rate of \$50. Scheduling for 'On Call' duty is done by the Utility Division Supervisor or the District General Manager. Modification of this is subject to PVCSD review and may change at the discretion of the General Manager.

The on-call stipend compensates employees for general availability, carrying District communication devices, routine SCADA monitoring, incidental alarm review, and routine remote system checks that do not require substantial operational response.

Employees shall record actual time worked when after-hours activities extend beyond routine monitoring and involve substantial work-related duties, including but not limited to:

- active troubleshooting and/or ongoing monitoring of the overall system, failures and/or alarms;
- operational adjustments or corrective actions;
- emergency response coordination;

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- extended remote diagnostics or communications related to operational incidents; or
- physical response to District facilities or infrastructure.

Remote work requiring compensation shall be recorded in minimum increments of fifteen (15) minutes per occurrence. Any physical call-out requiring an employee to respond on-site outside scheduled working hours shall be compensated at a minimum of two (2) hours at the applicable overtime rate, unless otherwise required by law.

Employees are expected to accurately report all ~~compensable~~ time worked in accordance with District timekeeping procedures. Unauthorized overtime, failure to accurately report time worked, or abuse of on-call procedures may result in disciplinary action. Scheduling and assignment of on-call duty shall be determined by the General Services Supervisor and/or General Manager based on operational needs. The District reserves the right to modify on-call procedures, assignments, compensation, and operational expectations at its discretion and in accordance with applicable law.

Due to the nature of shift work, Security Patrol Officers and Gate Attendants are compensated for working a shift other than the typical daytime hours. Those working the 'A' shift will receive an additional \$4.50 per day and those working the 'C' shift will receive an additional \$3.50 per day. Modification of this is subject to General Manager review and may change at its discretion.

16. FULL-TIME VS. PART-TIME EMPLOYMENT

Full-Time: A full-time employee is one who is regularly assigned to work 32 or more hours per week and shares weekend and holiday coverage as required by the job. Such employees are entitled to all full-time benefits of medical, vacation and sick leave. Full-time employees are eligible for annual performance reviews and wage reviews in accordance with District policy.

Part-Time: A part-time employee is one who is regularly scheduled to work less than 30 hours per week. This employee may share weekend and holiday coverage as required by the job. Part-time employees' eligibility for medical, vacation or sick leave benefits is determined individually at the discretion of the Board of Directors. Part-time employees working 1000 hours or more per fiscal year are required to participate in the PERS retirement program. CALPERS retired annuitants may be hired as part-time employees. Retired annuitants are subject to related State law employment limitations including being limited to 960 hours of work per fiscal year. The General Manager in his or her discretion may at any time authorize the hiring of a temporary, and/or part-time employee to facilitate the necessary operational and administrative business of the District.

17. DISTRICT PROPERTY AND CONFIDENTIAL INFORMATION

The security and usage of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times. Further, any damage to District property may be grounds for discipline, up to and including termination.

"Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including business plans and strategies; manufacturing techniques; formulae; processes; designs; drawings; discoveries; improvements; ideas; conceptions; test data; compilations of data; and developments, whether or not patentable and whether or not copyrightable.

“Personal Identification Information” includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual’s personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information that has been acquired and retained by the District about other individuals to any third party or from one country to another without prior managerial approval.

Given the nature of the District’s business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District’s most important assets. It enhances the District’s opportunities for future growth, and indirectly adds to the job security of all employees. Failure to take reasonable measures to protect the District’s Confidential Information may jeopardize its status as a trade secret. While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability.

Nothing in this Guideline limits any rights an employee may have to discuss terms, wages, and working conditions of employment, or disclose information about sexual harassment or other unlawful acts in the workplace, as protected by applicable law. Employees are permitted to disclose Confidential Information that they are required to disclose pursuant to judicial order or other legal mandate. Should such a circumstance arise, the employee agrees to give the District prompt notice, prior to the deadline of the disclosure requirement, and to fully cooperate with any efforts by the District to obtain and comply with any protective order imposed on such disclosure.

Upon separation of employment, whether voluntary or involuntary, all tangible and intangible District property must be returned to the District immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information or Personal Information, and any copies thereof. Also, the terminating employee must immediately notify the District if the employee has Confidential Information or Personal Information stored in the employee’s personal computer, or in a mobile, cloud, or other storage medium, and work with the District to identify all such Information and its location and help ensure it is retrieved and/or permanently deleted by the District (or the District’s designated agent).

18. DIVISIONAL TRANSFER

Any employee making a Division or job position transfer will be subject to a one hundred- and eighty-day (180) day probationary period in the new position. Any employee that does not successfully conclude a one hundred- and eighty-day (180) day probationary period in their new position will be subject to termination or a return to their previous position at the discretion of the District General Manager.

Any employee may be cross trained in the responsibilities of another job classification. Such employee shall be paid the rate appropriate to the job classification for the hours worked in that job classification once the employee formally assumes the new position and for the lowest rate of any qualified job classification for vacation pay, and the like.

19. HOURS OF WORK

A. Work Schedules and Shifts

The District establishes work schedules based on operational and administrative needs, as approved by the Board of Directors and General Manager. Standard schedules by classification are as follows:

- **Utility Personnel:**  
Utility employees work a 9/80 schedule over a two-week period. The regular schedule is 7:00 A.M. to 4:00 P.M., four (4) days per week, with every other Friday off. On scheduled working Fridays, hours are 7:00 A.M. to 3:00 P.M.
- **Administrative Personnel:**  
**District Administrative Office Hours of Operation: Monday through Friday, 8:00 A.M. through 4:00 P.M.**  
Administrative employees subordinate to the General Manager work a 9/80 schedule over a two-week period. The regular schedule is 7:30 A.M. to 4:30 P.M., four (4) days per week, with alternating Fridays off. On scheduled working Fridays, hours are 8:00 A.M. to 4:00 P.M. The Office Manager will assign subordinate administrative staff schedules based on the above Administrative 9/80 schedule to ensure that District Administrative Office Hours of Operation are met uniformly, Monday through Friday, 8:00 A.M. through 4:00 P.M. These schedules will be regularly communicated to the General Manager.
- **Patrol Officers:**  
Patrol Officers work ten (10) hour shifts, four (4) days a week.
- **Security Supervisor:**  
The Security Supervisor typically works ten (10) hour shifts, four (4) days per week. With prior approval of the General Manager, the Security Supervisor may alternatively work twelve (12) hour shifts, three (3) days per week, and perform four (4) hours of approved remote work per week.
- **Security Gate Attendant Supervisor:**  
The Security Gate Attendant Supervisor works nine (9) hour shifts, four (4) days per week.
- **Gate Attendants:**  
Gate Attendants work eight (8) hour shifts, five (5) days per week, to support round-the-clock security and dispatch operations.
- **Security Gate and Patrol Officer:**  
Patrol Officer Duty Hours will apply as described above under “Patrol Officer” whereas Gate Attendant Duty Hours will apply as described above under “Gate Attendants”.

Security Division shifts are designated as follows:

- **A Shift:** 12:00 A.M. to 8:00 A.M.
- **B Shift:** 8:00 A.M. to 4:00 P.M.
- **C Shift:** 4:00 P.M. to 12:00 A.M.

Shift hours and assignments may vary based on District needs and operational requirements as determined by the Security Division Supervisor. Although employees may be assigned specific schedules upon hire, the District reserves the right to reassign employees to different shifts, hours, or schedules as operational needs require.

Employees are expected to report to work on time and remain on duty for their entire scheduled workday unless otherwise approved.

Employees are expected to report to work on time and work their assigned schedule unless otherwise approved by their direct supervisor or the General Manager. Employees must remain on duty during scheduled work hours except during authorized breaks or approved leave. Non-exempt employees are required to accurately record all time worked each day using the District’s official timekeeping system. Working “off the clock,” including performing work before or after scheduled hours without recording time worked, is strictly prohibited. Any non-exempt employee who believes they are expected or directed to work without recording time worked must immediately notify the General Manager or another appropriate member of management so the matter can be promptly addressed.

B. Time-Keeping

Accurately recording time worked is the responsibility of every PVCSD employee. Federal and state laws require PVCSD to keep an accurate record of time worked by non-exempt employees in order to calculate employee pay and benefits. Time worked is all time actually spent on the job performing assigned duties.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of time recorded. Each Division Supervisor will review the time records for their employees and then sign the time record before submitting it for payroll processing. The General Manager shall review all time records for accuracy once submitted to payroll.

C. Meal and Rest Periods

Non-exempt employees are provided paid rest breaks in accordance with applicable law.

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**Meal Periods**

Due to the nature of District operations and the requirement to maintain continuous coverage for essential services, employees may be required to remain on duty during meal periods.

In such cases, meal periods will be provided as on-duty, paid meal periods and will be counted as time worked.

The District has determined that certain positions cannot be relieved of all duty during meal periods due to operational necessity, including but not limited to:

Emergency response requirements

Continuous service coverage

Lack of available relief personnel during assigned shifts

Employees will be permitted to consume a meal while on duty.

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**On-Duty Meal Period Agreement**

All employees assigned to positions requiring on-duty meal periods must sign an On-Duty Meal Period Agreement acknowledging:

The nature of the work prevents relief from duty

The meal period is paid and counted as time worked

The agreement is voluntary and may be revoked at any time

Working through a meal period does not entitle an employee to leave work prior to the end of their scheduled shift.

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**Second Meal Periods and Waivers**

Employees who work more than ten (10) hours in a workday are entitled to a second meal period in accordance with California law.

Employees may voluntarily waive the second meal period by signing a written waiver agreement, provided all legal requirements are met. Such waivers may be revoked at any time.

Waiving a meal period does not entitle an employee to leave work prior to the end of their scheduled shift.

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**Compliance and Reporting**

Employees are responsible for accurately recording all time worked.

If an employee is unable to take a meal period or experiences an interruption that prevents a meaningful meal period, the employee must immediately notify their supervisor.

The District will compensate employees in accordance with applicable law for any non-compliant meal periods.

The regular hours of work each day for full-time nonexempt employees shall be consecutive except for interruptions for a meal period and two (2) paid fifteen (15) minute breaks (one mid-morning and one mid-afternoon). Part-time nonexempt employees shall be eligible for a compensated fifteen

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~~(15) minute break after the completion of four (4) hours of work and shall receive two paid fifteen (15) minute breaks if they work eight (8) hours in a day.~~

~~All meal periods will be "duty free," where the employee will not be required to perform any duties during his/her meal period. However, some employees, who, due to the nature of their work, are unable to be relieved of all duties during their meal period, may be required to take an on-duty meal period, which is counted as time worked and paid accordingly. All on-duty meal periods must be approved by management.~~

20. OVERTIME

The around-the-clock nature of District work may make it necessary for employees to work required overtime. All overtime requires prior approval of the supervisor.

Overtime is defined as: time worked in excess of forty (40) hours in a work week; (please note that this is limited to only those employees on the eight-hour, five-day week/ or on a 10-hour, four-day week); or time worked on a designated holiday by a full-time employee. Part-time and temporary employees are not eligible for holiday pay. Overtime shall be paid as time and one-half (1 ½ times regular rate). PVCSD recognizes holidays are paid at 2.0 times the regular rate of pay for hours worked on a District observed holiday. Security and Gate personnel whose regularly scheduled day off falls on a holiday, will not receive holiday pay unless worked. PVCSD paid time off such as vacation or sick days are not considered hours worked for the purpose of calculating overtime.

21. EMPLOYEE ABSENCE FROM WORK

All employees are expected to be on time. Should an illness or emergency situation occur, and employee is unable to report to work at his or her regular time, the employee must notify their supervisor, if possible, at least two (2) hours before the start of the shift. The supervisor will advise the employee of the proper procedure to follow depending on the reason for and expected duration of the absence. All employees must contact the supervisor each day they are out unless otherwise instructed. Employees who fail to notify the supervisor in advance of absenteeism may be subject to disciplinary action or dismissal. Failure by an employee to return to work within 48 hours of the date he/she is scheduled to return to work from any type of approved leave or regularly scheduled time off, shall be considered job abandonment and an automatic resignation by the employee. The District will consider evidence of extenuating circumstances if it is submitted to the General Manager within 10 calendar days of the day the employee first failed to report to work. Any applicable leave of absence law governs in the event of a conflict with District policy.

22. HOLIDAYS

This policy shall apply to all regular, full-time, employees. Part-time and temporary/seasonal employees are not eligible for and do not receive holiday pay.

PVCSD recognizes the following paid holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Thanksgiving Friday, and Christmas Day. An employee will be paid double time if they are required to work on a holiday. If a holiday falls on a weekend day, then the District will determine a preceding or succeeding day to be taken as the holiday. All employees will additionally receive one floating holiday per year. Utility staff and Administrative staff shall receive a paid shift for the observed holidays.

23. HEALTH BENEFITS

Under the terms of the policies established from time to time by the Board of Directors of the District, PVCSD provides medical insurance for full-time employees and their dependents. These benefits will commence on the 1st of the month following the end of an employee's 60 calendar days of employment. All benefits cease at the end of the month upon termination of employment, whether voluntary or involuntary, except as may

be required to comply with applicable law. Employees' contribution for the cost of health care coverage for self and dependents shall be calculated and deducted based on 26 pay periods per year. The Board of Directors will review and establish the employees' contribution rate annually at its discretion. A dependent of an employee must be under the age of 26. For more information, please review Appendix C describing the District's benefits. Employees who elect not to participate in the District's medical insurance program are eligible to receive \$100 a month, \$1200 annually in lieu of health insurance. Employees may elect to add this benefit into their Health Reimbursement Account (HRA) subject to HRA limitations.

24. HEALTH REIMBURSEMENT ACCOUNT BENEFITS

Full-time employees will receive an annual Health Reimbursement Account. The approved annual amount will commence January 1 of each year and expire December 31 of each year. The amount is available to all full-time employees regardless if health insurance benefits have been elected through PVCSD or not. This amount can be used to offset the employee contribution paid each pay period, and/ or receipts can be submitted for medical services to be reimbursed. New hires will receive a prorated amount based on the number of remaining months in the year. Newly-hired District employees are eligible to utilize the Health Reimbursement Account only after successful completion of their one hundred and eighty (180) day probationary period. The Health Reimbursement account can be used retroactively for any qualifying expenses accumulated during that 180-day probational period. For employees who are subject to a probationary period exceeding 180 days, this benefit will remain "Active" at the 180-day mark regardless of the initial probationary interval. For more information, please review Appendix C describing the District's benefits.

25. LIFE INSURANCE BENEFITS

PVCSD provides a Group Term Life Insurance Policy to all full-time employees at a designated benefit amount to be paid in the event of death of an employee to the employee's designated beneficiary(ies). This benefit will commence on the 1st of the month following the end of an employee's ninety (90) days of employment. This benefit is offered by PVCSD at no charge to employees. For more information, please review Appendix C describing the District's benefits.

26. RETIREMENT BENEFITS

PVCSD provides, through the California Public Employees Retirement System (CalPERS), a retirement plan for eligible employees. Employees are required to pay the employee contribution towards this benefit, percentages are determined annually by CalPERS. The Board of Directors will review and establish the benefits annually at its discretion. For more detailed information about specific benefits visit the CalPERS website and please review Appendix C describing the District's benefits.

27. 457 SUPPLEMENT RETIREMENT BENEFITS

Since PVCSD participates in CalPERS, an optional 457 Supplement Retirement Benefit is also available. This benefit is available to any full-time employee. The contributions are pre-tax and can be adjusted at any time. For more information, please inquire at PVCSD office and please review Appendix C describing the District's benefits.

28. VACATION POLICY AND ACCRUAL

PVCSD provides vacation, which is paid time off, for employees as a means to rest and rejuvenate. PVCSD encourages employees to utilize this benefit every year. PVCSD believes personal time off is an important means to enable continuation of strong performance and positive contribution to PVCSD, as well as encourage a balanced and enriching life for employees.

PVCSD will review and may change any of these vacation benefit provisions at its discretion.

A. Eligibility and Accrual

Full-time employees will accrue vacation according to continuous years of service in accordance with the following schedule:

From hire date, but less than 5 years of continuous employment: 3.08 hours per pay period (80 hours per year).

More than 5 years, but less than 15 years of continuous employment: 4.62 hours per pay period (120 hours per year).

More than 15 years of continuous employment: 6.16 hours per pay period (160 hours per year).

Part-time employees with continuous service who the General Manager has determined to be eligible to accrue vacation will accrue vacation in accordance with the above chart, on a pro-rated basis determined by normal hours worked. Active service for all employees commences with their first day of work and continues thereafter unless broken by an absence without pay or a leave of absence.

Vacation accrual for all PVCSD employees is limited to a maximum of 160 hours and may be used at any time upon approval from their Supervisor. The employee will not thereafter accrue additional vacation benefits until such time as he/she takes sufficient time off to reduce the total accrued vacation benefits below the maximum. At no point will an employee be allowed to have a negative balance. Employees will be eligible to begin accruing vacation upon successful completion of the probationary period.

B. Use of Vacation

Vacation leave is not an entitlement to be taken at the employee's discretion and must be approved in advance by the employee's Supervisor and/or General Manager.

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Request Procedure

- Employees must submit a completed Vacation Request Form for all planned vacation leave.
- Advance Notice Requirement:
  - Vacation requests should be submitted at least fourteen (14) calendar days in advance of the requested leave.
  - Requests submitted with less than fourteen (14) days' notice may be denied based on operational needs.

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Approval

- All vacation leave is subject to prior approval.
- Vacation is not approved until confirmed by your supervisor/management.
- Employees should not make travel or other non-refundable arrangements until vacation has been formally approved.

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Operational Needs

- Approval of vacation requests is based on, but not limited to:
  - Staffing levels
  - Operational requirements
  - Workload demands
- Vacation is not approved until confirmed by your supervisor/management.
- Employees should not make travel or other non-refundable arrangements until vacation has been formally approved.

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Failure to Obtain Approval

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- Absence from work without approved vacation leave may be treated as unexcused absence and may result in disciplinary action, up to and including termination.

~~In order to request vacation time, employees should submit a Vacation Request form to their Supervisor. Every effort will be made to accommodate all employees' requests for specific vacation leave time. However, the Supervisor will also consider the needs of the Division when evaluating vacation requests.~~

If a holiday occurs during an employee's approved vacation period, the day will be treated as a holiday rather than charged as vacation only if the employee is otherwise eligible for paid holidays. Employees in classifications that do not receive paid holidays unless worked will not receive holiday pay unless the holiday is worked.

PVCSD will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in the case of extended illness where available sick leave has exhausted.

Preference in selection of vacation dates will be governed by length of service subject to the needs of the District and as approved by the Division supervisor and General Manager.

C. Payment for Unused Vacation

Upon separation from PVCSD employment, or upon election of the employee, an employee will be paid for accrued, unused vacation days at 100% of the employee's hourly rate at the time of separation or time of election. In cases where an employee terminates employment with PVCSD, and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction relative to the amount of un-accrued time off taken.

29. SICK LEAVE

PVCSD provides paid sick leave in accordance with California law and District policy. The District's sick leave benefits are intended to comply with and exceed the requirements of the Healthy Workplaces, Healthy Families Act of 2014, as amended (California Labor Code section 245 et seq.). Employees are entitled to use paid sick leave for all purposes permitted by law and are protected from retaliation for the lawful use of sick leave. Sick leave may be used for an employee's illness, injury, or medical condition; preventive care, including medical, dental, and vision appointments; quarantine or isolation due to exposure to a contagious disease; or for any other purpose permitted under applicable law. Employees should provide advance notice to the General Manager when the need for sick leave is foreseeable. The District reserves the right to modify or discontinue discretionary benefits, consistent with applicable law.

A. Entitlement

Regular, full-time employees are provided with 78 hours of sick leave annually, and are provided with these hours on an accumulation basis each and every pay period. Any unused sick leave shall carryover to the following year with a cap of 180 hours.

Part-time are provided with a pro-rated sick leave entitlement based upon their hours worked.

Verification

In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular workday, or as soon thereafter as practical, or two days prior in the case of absence for a doctor's appointment.

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Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury.

PVCSD strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe that they have been discriminated or retaliated against should report their concerns to District's General Manager.

B. Use of Sick Leave

Sick leave may be applied to the following non-exclusive circumstances:

1. An absence necessitated by an employee's personal illness or injury.
2. Medical and dental office appointments.
3. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this policy, immediate family shall mean parent, step-parent, sibling, grandparent, spouse, child (of any age), grandchild, domestic partner or legal guardian. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a family member.
4. Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee or member of the employee's immediate family was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify the General Manager within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - c. PVCSD shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish PVCSD with a certificate signed by a physician or other medical provider stating the nature of the medical condition and the period of disablement.

Sick leave may also be taken by an employee for the purpose of attending to an ill or injured member of the employee's immediate family as permitted by law, including the "Kin Care" requirements set forth in California Labor Code section 233. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of Kin Care time. Family members eligible for this coverage is defined in the California Labor Code and might include parents, children, and spouses.

In any use of sick leave, an employee's account shall be charged to the nearest quarter hour for a non-exempt employee, while exempt employees will be charged only for full-day absences. At no point will an employee be allowed to have a negative balance.

An employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when PVCSD has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Use of Sick Leave During Training Sessions and Other Off-Site Events

Training sessions, conferences, and other required PVCSD events that an employee attends for more than six (6) hours in a given workday shall be treated as a full eight (8)-hour day. However, if an

employee is unable to attend all or a portion of the training or event due to illness or other incapacity, the employee must report to the General Manager the number of hours the employee missed due to illness so that the appropriate amount of time is deducted from the employee's sick leave.

D. Sick Leave – Non-Payable at Separation

Sick leave has no cash value and is not paid out upon separation of employment, regardless of the reason for separation.

30. BEREAVEMENT

In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3) business days. If and only in the event of bereavement-related travel, limited to outside of the State of California or exceeding 1,000 miles, whichever is greater, may the employee submit a request to the District General Manager for a two (2)-day extension of bereavement. This is in addition to regular sick leave and vacation time. Certification and documentation may be required by management. For purposes of this policy and defining an applicable bereavement based event: an employee's immediate family is defined to include spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, or any other person who is a legal dependent of the employee.

31. PREGNANCY-RELATED DISABILITY LEAVE

A. Eligibility

PVCSD recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, PVCSD provides leave for the period of actual disability ("Pregnancy Disability Leave"), up to a maximum of four (4) months. Pregnancy Disability Leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

In accordance with applicable law and this policy, female employees may be eligible for a leave of absence and/or transfer based on pregnancy, regardless of length of service with PVCSD.

B. Pregnancy-Related Disability Leave

1. A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
2. Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four (4) months per pregnancy (88 workdays for a full-time employee).

C. Leave Due to Normal Childbirth

An employee shall be entitled to the minimum leave entitlements required by applicable law.

D. Leave/Transfer and Other Reasonable Accommodation Requests

1. Whenever possible, an employee should submit a written request for Pregnancy Disability leave to the General Manager as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide 30 calendar days' advance notice to the

General Manager of the need for Pregnancy Disability Leave. If it is not practicable to give 30 calendar days' advance notice of the need for such leave, the employee must notify the General Manager as soon as practicable after she learns of the need for such leave. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, PVCSD reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.

2. PVCSD shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. PVCSD shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
3. Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

1. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, PVCSD may require that the employee transfer temporarily to an available alternative position.
2. An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular position and better accommodates recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. However, the employee must be qualified for the position.
3. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

F. Temporary Transfers

1. An employee may request a temporary transfer to a position with less strenuous or less hazardous duties where the employee's health care provider certifies that such a transfer is medically advisable.
2. Temporary transfers will be granted where appropriate and when PVCSD is able to reasonably accommodate the transfer, provided that the transfer would not require PVCSD to:
  - a. Create additional employment;
  - b. Discharge another employee;
  - c. Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the employee's transfer; or
  - e. Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

1. As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy,

childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.

2. The medical certification should include:
  - a. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Recertification

Recertification may be required where additional time is requested.

I. Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

J. Pay During Leave

1. Pregnancy disability leave is unpaid leave. However, the employee may request or PVCSD may require that the employee use accrued sick leave to provide pay during the period of leave.
2. An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave.
3. The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

K. Reinstatement

1. The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - a. Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - b. If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two (2) business days, where feasible, after the employee notifies PVCSD of her readiness to return and provides medical certification of her fitness for duty.
  - c. Failure to return to work on the next workday following the expiration of pregnancy disability leave may be grounds for termination of employment.
2. The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the "same position" may be denied if:

- a. For legitimate business reasons, unrelated to the employee having taken a pregnancy disability leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested; or
  - b. Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine PVCSD's ability to operate safely and efficiently.
3. Also, the employee has no greater right to reinstatement to a "comparable position" or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if:
- a. There is no comparable position open on the employee's scheduled date of reinstatement or within 10 business days thereafter; or
  - b. a comparable position is available, but filling the available position with the returning employee would substantially undermine PVCSD's ability to operate safely and efficiently.

L. Seniority and Benefits

- 1. In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- 2. The employee returning from a pregnancy disability leave shall return with no less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.
- 3. The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

M. Group Health Insurance

PVCSD will continue to pay its share of the premium for the employee's health insurance that PVCSD would have paid but for the employee's pregnancy disability leave. The employee will be responsible for paying for his or her share of the premium as well as his or her same share of dependent coverage, and such payment will be due at the same time as if it had been made by payroll deduction. Such PVCSD payment will continue for a maximum of four (4) months in any 12-month period, beginning on the date the pregnancy disability leave commences. If the employee is not eligible for continued paid coverage or if coverage ceases, the employee may continue group health insurance coverage pursuant to Cal-COBRA guidelines.

32. CALIFORNIA FAMILY RIGHTS ACT

The California Family Rights Act (CFRA) authorizes eligible employees to take up a total of 12 weeks of paid or unpaid job-protected leave during a 12-month period. While on leave, employees keep the same employer-paid health benefits they had while working. Eligible employees can take the leave for those reasons specified under the California Family Rights Act (2 CCR § 11087).

Employees must notify PVCSD as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with PVCSD's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make PVCSD aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without a reasonable excuse for the delay, PVCSD reserves the right to delay the start of the leave until at least 30

days after the date on which the employee does provide such notice. Once aware the employee needs leave, PVCSD will inform the employee as to whether the employee is eligible under CFRA for such leave. PVCSD may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If PVCSD employs both parents who are entitled to CFRA Leave, both employees are entitled to 12 weeks of leave each.

PVCSD will not discriminate against an employee for exercising CFRA rights or giving information or testimony as to the employee's or another person's CFRA Leave; nor will PVCSD interfere with or limit the exercise or attempted exercise of such rights.

33. MILITARY LEAVE OF ABSENCE

PVCSD will grant employees a military leave of absence to the extent required by applicable federal and state law.

34. MILITARY SPOUSE LEAVE

Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide PVCSD with a written request for such leave within two (2) business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to PVCSD certifying that the military member will be on military leave from deployment.

35. JURY DUTY LEAVE

An employee summoned for jury duty will immediately notify PVCSD Manager. PVCSD will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. PVCSD will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

While serving on a jury, employees will be given a paid leave of absence for the entire duration of their jury service. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the employee's conveyance to PVCSD of any compensation received as a juror, not including any travel allowance.

36. VOTING LEAVE

PVCSD encourages all employees to perform their civic duty by participating in elections. In circumstances where an employee's work schedule does not provide sufficient time off to vote on an election day, PVCSD

will provide employees with a reasonable amount of time off to vote during scheduled work time, up to two (2) hours of paid time off. Employees who require time off to vote must notify their supervisor at least two (2) days prior to each election day and must submit proof of voting. PVCSD reserves the right to specify a time period in which employees are permitted to leave work in order to vote. With approval of the General Manager, employees may use vacation pay to cover any work missed in excess of the two (2) hours paid by the District.

37. DISCRETIONARY LEAVE

PVCSD authorizes unpaid discretionary leave for medical or other reasons constituting good cause away from assignment. An unpaid discretionary leave must be approved by the General Manager. No unpaid discretionary leave shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No unpaid discretionary leave pursuant to this section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee.

There is no entitlement to be reinstated in the exact position the employee occupied prior to the leave, PVCSD is allowed to place the employee back in a substantially similar position. Additionally, if the position is subjected to layoff during the employee's absence, he or she is not insulated from layoff because of being on leave. This section is designed to grant special requests for unpaid discretionary leave which are not specifically addressed in other sections of these policies. An employee on an unpaid discretionary leave shall not receive compensation or accrue sick leave, vacation, or holiday credits. After 30 consecutive business days on an unpaid discretionary leave, employer contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of unpaid discretionary leave, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits which may not be so continued. Any employee requesting unpaid discretionary leave shall utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the unpaid discretionary leave.

If an employee takes an unpaid discretionary leave while on probation, his or her probationary period shall be extended the same length of time as the leave without pay. Such extension of probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved unpaid discretionary leave, PVCSD shall endeavor to return the employee to the same or equivalent position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the unpaid discretionary leave shall constitute job abandonment and will result in dismissal, unless the failure to report was due to an employee's continued leave as a disability accommodation under the Americans with Disabilities Act or Fair Employment And Housing Act. Where a disability is at issue, PVCSD will engage the employee with an interactive process meeting to determine whether a reasonable accommodation could bring the employee back to work or whether additional discretionary leave is a reasonable accommodation.

38. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

PVCSD will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. PVCSD requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide PVCSD with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the

Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

PVCSD prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

39. CRIME VICTIMS' LEAVE

PVCSD will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. PVCSD requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide PVCSD with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

40. LEAVE FOR ORGAN AND BONE MARROW DONATION

PVCSD will grant an employee the following leaves of absence:

- Bone Marrow Donation: A paid leave of absence of up to five (5) business days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- Organ Donation:
  - A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
  - An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five (5) days of such paid sick or vacation time for a bone marrow donation and up to two (2) weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to PVCSD's District's General Manager that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, PVCSD will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, PVCSD will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. PVCSD may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

41. EXPECTATIONS FOR PVCSD PERSONNEL

Employees are expected to be at their workplace and ready for work at the established starting time and are expected to perform their work assignments.

Employees shall not gather on PVCSD property nor conduct personal business during work hours. Protective equipment that is required or provided by the PVCSD must be properly utilized and maintained by employees as directed at all times.

Employees must report all injuries or accidents to their supervisor at once.

Employees are required to promptly notify the General Manager of any changes in personal status, such as name, address, telephone, marital status, etc. within five (5) business days of the change.

An employee shall not cause defective work nor interfere with the work of others.

An employee must be physically capable of performing work assignments.

Employees must perform all assigned duties and fulfill their responsibilities to PVCSD. Productivity and workmanship must be up to PVCSD standards.

An employee must be available for work as scheduled or requested.

Employees shall be responsible for all PVCSD property that has been placed in their custody.

Employees shall not neglect their job, duties or responsibilities, nor refuse any work assigned to them.

42. FUNDAMENTAL RULES OF SAFETY

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Employees should report any unsafe or hazardous condition or act and any defective or damaged equipment they observe to the supervisor immediately.

Employees are required to be familiar with relevant work procedures and safe work practices and know where the first aid medical kit is located as well as fire extinguishers. Employees are required to report all personal injuries, regardless of how serious, to the supervisor or General Manager and get immediate first aid. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under applicable state workers' compensation law. PVCSD carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled. Willful misconduct (e.g., horseplay, skylarking, initiating workplace physical aggression, etc.) will negate an employee's workers' compensation benefits.

43. WORKPLACE VIOLENCE PREVENTION POLICY

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior. In an effort to prevent as well as investigate potential workplace violence, the District may utilize security cameras on District vehicles, property or security personnel to monitor workplace locations. The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the General Manager for responding to any situation that presents the possibility of violence.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Office Manager or General Manager immediately. Further, employees should notify the Office Manager or General Manager if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

#### 44. UNIFORM AND PROTECTIVE CLOTHING

PVCSD provides uniforms for all its permanent security patrol, gate and utility employees. Employees are responsible for maintenance and repairs of uniforms. All employees are expected to wear their appropriate uniforms while on duty.

Should personnel leave employment within their first one hundred and eighty days (180) days of employment, the employee will be responsible for the cost of the uniforms. Pursuant to applicable law, the amount deducted from the employee's final paycheck for the cost of the uniforms will be limited to an amount that will not cause the employee to be paid at a rate less than minimum wage.

##### District Uniform Reimbursement

All reimbursements for any uniforms or protective clothing must be compliant with uniform standards as deemed necessary by PVCSD management and include any applicable logos or design consistent with PVCSD standards as deemed necessary by management. All reimbursements require receipts for proof of purchase prior to the disbursement of reimbursement.

##### Utility Employees

- Up to one hundred dollars (\$100), once per calendar year, for the required steel-toe (or safety equivalent) boots.
- Up to one hundred dollars (\$100), once per calendar year, for the cost of replacing denim work pants.
- Up to fifty dollars (\$50), once per calendar year, for the cost of replacing a District long sleeve or short sleeve work shirt.

##### Security Patrol

- Up to one hundred dollars (\$100), once every two (2) calendar years, for the cost of black tactical boots.
- Up to one hundred dollars (\$100), once per calendar year, for the cost of replacing uniform pants, uniform shirts, or any uniform security cap.

Security Gate Attendants

- Up to fifty dollars (\$50), once every calendar year, for the cost of replacing any uniform short sleeve shirt, or any qualifying purchase towards black shoes or black pants consistent with the uniform standards as deemed necessary by PVCSD management.

45. DRESS CODE

Administrative employees are required to dress business casual with the exception of Friday's. Administrative employees enjoy casual dress on Fridays.

Security personnel expectations are located on Appendix B.

46. DRUG AND ALCOHOL POLICY

It is PVCSD's desire to provide a drug-free, safe, healthy, and productive workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Substance abuse can affect job performance, employee and public safety and the public's perception of the District and its operations. This policy shall apply to all employees of the District. Additional rules and procedures may be applicable to safety-sensitive positions.

**PLEASE NOTE:** Despite Proposition 64's legalization of marijuana under California law, the District still considers it a prohibited drug for purposes of this policy as it remains illegal under Federal law. Being under the influence of marijuana, at any level of intoxication, is prohibited. No level of cannabinoids in an employee's system is acceptable. Use, possession, purchase, sale, or distribution of marijuana are grounds for discipline, mostly likely termination. Employee use of marijuana is not excused even when used as "medical marijuana."

While on PVCSD's premises and while conducting business-related activities off PVCSD's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The reasonable use of alcohol may be allowed during work-related meetings and conferences conducted outside of working hours if alcohol is being served at such function.

A. Prohibited Conduct

Employees are strictly prohibited from being **impaired** by alcohol, cannabis, or any controlled substance while:

- On District premises;
- Performing District business;
- Operating District vehicles, machinery, or equipment; or
- Representing the District in any official capacity.

"Impairment" means a demonstrable reduction in an employee's ability to safely and effectively perform the essential functions of their position.

The use, possession, sale, distribution, or manufacture of illegal drugs, or the misuse of prescription or over-the-counter medication, during working time or on District premises is prohibited.

The lawful use of prescribed medication is permitted only if it does not impair the employee's ability to perform job duties safely and does not pose a risk to the employee, coworkers, or the public. Employees are

responsible for notifying the General Manager if a prescribed medication may affect their ability to safely perform their job duties.

The reasonable consumption of alcohol may be permitted at District-approved events occurring outside of normal work hours where alcohol is served, provided such use does not result in impairment, inappropriate conduct, or safety concerns.

#### B. Prohibited Conduct

Consistent with California law, the District will not discriminate against or take adverse action against an employee solely based on lawful off-duty cannabis use or the presence of non-psychoactive cannabis metabolites in an employee's system.

Nothing in this policy permits employees to be impaired by cannabis while on duty or performing District business. Employees are prohibited from possessing, using, or being impaired by cannabis during working time, on District premises, or while operating District equipment or vehicles.

Employees in safety-sensitive positions may be subject to additional restrictions and testing as permitted by law. This policy does not limit the District's obligation to comply with federal drug-free workplace requirements or other applicable regulations.

#### C. Reasonable Suspicion Testing

The District may require drug and/or alcohol testing when there is **reasonable suspicion** that an employee is impaired while on duty or on District property.

Reasonable suspicion must be based on specific, objective, and articulable facts, such as observable behavior, appearance, speech, or performance indicators, and must be documented in writing.

Only the General Manager, Office Manager, Division Supervisors, or other designated personnel trained in recognizing impairment may authorize reasonable suspicion testing.

Employees who are reasonably suspected of impairment will be removed from duty pending further evaluation and will not be permitted to continue working. The District will arrange appropriate transportation to a testing facility and/or the employee's residence, as necessary.

An employee's refusal to submit to authorized testing may result in disciplinary action, up to and including termination of employment.

#### D. Federally Mandated Testing

The District will comply with all drug and alcohol testing requirements mandated by federal or state law, including those under the Drug-Free Workplace Act and U.S. Department of Transportation (DOT) regulations. Employees subject to federally mandated testing are required to comply with all applicable testing protocols.

#### E. Random Testing – Safety Sensitive Positions

Employees in designated safety-sensitive positions may be subject to random drug and/or alcohol testing as permitted by law. Random testing will be conducted by an independent third-party administrator using lawful selection and testing procedures. Employees subject to DOT testing requirements are excluded from this section.

Safety-sensitive positions are identified in Appendix D of this Handbook.

#### F. Post-Accident Testing

Employees may be required to undergo drug and/or alcohol testing following a workplace accident involving District equipment or vehicles that results in injury or property damage, where there is reasonable suspicion that impairment may have contributed to the incident.

Testing will be conducted as soon as practicable following the incident. Leaving the accident scene without authorization prior to testing may be considered a refusal to test and may result in disciplinary action, up to and including termination.

#### G. Testing Procedures

All drug and alcohol testing will be conducted in a manner that respects employee privacy and complies with applicable laws.

1. Employees may be required to sign consent and release forms as a condition of employment.
2. Test results will be maintained confidentially on a need-to-know basis.
3. Employees may request a copy of their test results.
4. Employees may request an independent analysis of a retained sample at their own expense.
5. Testing laboratories will be properly certified and authorized.

#### H. Disciplinary Action and Rehabilitation

Violation of this policy may result in disciplinary action, up to and including termination of employment.

At the District's discretion and where permitted by law, an employee who tests positive or admits to impairment may be offered the opportunity to participate in a rehabilitation or treatment program. Participation in such a program does not guarantee continued employment or reinstatement.

Any conditions of continued employment or reinstatement will be determined on a case-by-case basis and may include follow-up testing and written agreements.

#### I. Voluntary Requests for Assistance

Employees who voluntarily seek assistance for substance dependency prior to any policy violation or disciplinary action are encouraged to do so and may be eligible for leave or referral to available support resources, subject to District approval and operational needs.

#### J. Drug-Free Workplace Act Reporting

Employees performing work related to a government contract or grant must notify the District within five (5) calendar days of any criminal conviction for a drug-related offense occurring in the workplace, as required by the Drug-Free Workplace Act.

**Appendix A**

**LIST OF VIOLATIONS OF DISTRICT RULES AND REGULATIONS LIKELY TO LEAD TO  
DISCIPLINE - UP TO AND INCLUDING TERMINATION**

<b>VIOLATIONS OF DISTRICT RULES AND REGULATIONS</b>
Theft
Reporting for shift under the influence of alcohol or illegal drugs, including prescription drugs without a valid prescription, or using the above while on duty.
Falsifying official documents, logs, records, reports, etc.
Sleeping while on duty.
Utilizing District property for personal business.
Leaving early without supervisor authorization.
Refusal or failure to perform work assigned, or to comply with supervisor's instructions.
Possession of any alcoholic beverage on District property.
Possession of illegal drugs, including legal prescriptions drugs without a valid prescription.
Carelessness in the performance of duty.
Excessive tardiness or absenteeism.
Failure to notify supervisor when unable to report for work.
Use or possession of any un-authorized weapon.
Dishonesty
Neglect of duty
Incompetence or inefficiency
Misuse of District property
Discourteous treatment of the public or fellow employees

\* This is not an exhaustive list of potential violations of PVCSD rules and regulations.

**Appendix B**

**Pauma Valley Community Services District  
Security Personnel Policy**

RE: Uniforms/Equipment

**Effective immediately:** Each Patrol Officer shall have the following while on duty.

- Clean Uniform
- Polished Badge
- Name Tag
- Clean Shoes

**Equipment:**

- Duty Belt
- Chemical Spray
- Handcuffs/keys
- Flashlight

This policy is effective immediately. Failure to comply with District Policy will result in disciplinary action.

**Equipment Subject to inspection at request of the General Manager or Security Supervisor at anytime while the officer is on duty.**

**First Offense:** Verbal and/or Written Warning.

**Second Offense:** 3 Day Suspension without Pay.

**Third Offense:** Supervisory Review/Subject to Termination.

Employee: (print name) \_\_\_\_\_ Signature: \_\_\_\_\_  
Security Supervisor: \_\_\_\_\_  
General Manager: \_\_\_\_\_

## Appendix C

### **Pauma Valley Community Services District Employee Benefits Summary**

#### **HEALTH INSURANCE**

The District currently offers a choice of HMO Gold Plans through California Choice Administrators. The District pays 80% of the premium for health insurance for employees and their dependents. Employees can choose plans annually during the open enrollment period in December, or anytime there are major life-changing events (i.e. marriage, birth, death). Employees become eligible for this optional benefit the first day of the month following 60 days of employment.

#### **HEALTH REIMBURSEMENT ACCOUNT**

Full time employees will receive an annual Health Reimbursement Account based on their family status. The approved annual amount will commence on January 1 of each year and expire December 31 of each year. The amount is available to all full-time employees after the successful completion of their one hundred and eighty (180) probational period, regardless if health insurance benefits have been elected through the District or not. An employee may use their HRA retroactively to cover qualifying expenses accrued during their probational period. This amount can be used to offset the employee contribution paid each pay period, and/ or receipts for medical services to be reimbursed can be submitted with the completed Request for Reimbursement Form. New hires will receive a prorated amount based on the number of remaining months in the year.

- \$1,250 is provided to an individual.
- \$1,750 is provided to an employee who is married or in a legal partnership.
- \$2,250 is provided to an employee who is married or in a legal partnership with one or more children, or a single parent with one or more children.

#### **LIFE INSURANCE**

Group Term Life Insurance is provided by Principal Life Insurance Company with a benefit amount of \$50,000 at no cost to the employee. Employees become eligible for this benefit the first day of the month following 90 days of employment for the duration of their employment. Effective 7/1/2022 all new employees must complete the Principal Life Insurance Company Evidence of Insurability Health Questionnaire (EOI). If determined to be ineligible by Principal Life Insurance Company based on the EOI, the Group Term Life Insurance benefit coverage will be \$25,000 at no cost to the employee.

#### **PENSION PLAN**

The District contracts with the California Public Employees Retirement System (CalPERS):

- 3% @ 60 benefit formula for Classic Members – eligible existing members only
- 2% @ 62 benefit formula for PEPRA members – any employee hired after 1/1/2013

### **SOCIAL SECURITY**

The District participates in the Social Security System. The current employee contribution rate is 6.2%.

### **DEFERRED COMPENSATION**

The district offers an IRS Section 457 Deferred Compensation Plan with CalPERS. The CalPERS 457 is on an individual voluntary basis. Employees are eligible to begin making contributions at any point in their employment and may adjust contribution amounts at any time.

### **HOLIDAYS**

The District observes the following paid holidays. Any employee who works any portion of a shift on the following days shall be paid Double Time for the entire shift worked.

- New Year's Day - January 1
- Martin Luther King Jr. Day – third Monday in January
- Presidents Day - third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans' Day – November 11
- Thanksgiving Day - fourth Thursday in November
- Black Friday Day – fourth Friday in November
- Christmas Day - December 25
- One Floating Holiday - to be selected by employee per calendar year (Floating Holiday does not carry over and is subject to Supervisor or Managerial approval and is based on operational needs)

For Administrative Staff and Utility Staff only: If a holiday falls on a Saturday, the preceding Friday will be observed. If any holiday falls on a Sunday, the following Monday will be observed.

### **VACATIONS**

Regular full-time employees accrue vacation hours from date of hire. The annual accumulation is based on completed years of service. Vacation may be taken at any time provided the employee has completed the Vacation Request and submitted to their supervisor for approval or denial.

From hire date, but less than 5 years of continuous employment: 3.08 hours per pay period (80 hours per year)

More than 5 years, but less than 15 years of continuous employment: 4.62 hours per pay period (120 hours per year)

More than 15 years of continuous employment: 6.16 hours per pay period (160 hours per year)

Employees are permitted to take all or a portion of their vacation each year and to accumulate vacation time up to a maximum of 160 hours. Accumulated hours above 160 will be automatically paid out with payroll. Employees may choose to sell back any unused portion of their vacation accrual. Any employee that has vacation accrual at the time of separation from the District will be paid the balance of the vacation accrual on their final paycheck.

**SICK LEAVE**

The District offers sick leave accrual of 78 hours per calendar year. Unused sick leave is accumulated from year to year up to a maximum of 180 hours. This may be used to cover an employee’s time off due to illness, injury, attending medical and/ or dental appointments, and to care for an immediate family member with any of the aforementioned issues.

**WORKERS COMPENSATION**

The district is insured with The Zenith for work-related injuries. Medical Provider Notices are posted in the District Office for review by any employee.

**STATE DISABILITY PROGRAM**

Disability Insurance is administered by State of California (SDI) to help protect against wage loss because of a non-occupational illness or injury in which all accrued sick time has been exhausted. More information is available on the EDD website.

**UNEMPLOYMENT INSURANCE**

Unemployment insurance is payable to employees who have met all of the eligibility requirements of the law. No cost to employee. Please visit the EDD website for more information.

**USE OF PERSONAL PHONE**

In some cases, employees are required to use their personal phone while conducting District business. If this is deemed necessary for your position by the General Manager, a cell phone reimbursement is available in the amount of \$40 per month. If the employee chooses not to use their personal phone, a District phone will be issued.

**ELECTRIC VEHICLE CHARGING**

Employees are permitted to use the electric vehicle charging stations located at the District Office with prior approval from PVCSD management.

**ADMINISTRATIVE EMPLOYEES ALSO RECEIVE**

*SCHEDULE:* Administrative employees work a 9/80 schedule over a two-week period. The regular schedule is 7:30 A.M. to 4:30 P.M. four (4) days per week, with alternating Fridays off. On scheduled working Fridays, hours are 8:00 A.M. to 4:00 P.M., unless modified by management.

**UTILITY EMPLOYEES ALSO RECEIVE**

*SAFETY BOOTS:* Utility employees are reimbursed up to a maximum of \$100.00 per calendar year for steel-toe safety boots and insoles. Proof of purchase required.

*UNIFORMS:* It is the District’s policy that utility employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All utility employees are supplied with tee shirts. Uniform pants and shirts will be reimbursed by the District up to \$150 per calendar year per utility employee with proof of purchase.

*STAND-BY PAY:* Utility Employees assigned stand-by duty shall receive a daily rate of \$10 for weekdays; \$50 for weekends; \$50 for District observed holidays.

*SCHEDULE:* Utility Employees work a 9/80 schedule as follows 7:00 am to 4:00 pm four (4) days a week and have every other Friday off; working Fridays have a schedule of 7:00 am to 3:00 pm, unless modified by management.

**GATE EMPLOYEES ALSO RECEIVE**

*UNIFORMS:* It is the District's policy that gate employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All gate employees are supplied with shirts, name tag, sweater, jacket and a beanie and/or hat. Uniform articles will be reimbursed by the District up to \$50 per calendar year per gate employee with proof of purchase.

*SHIFT DIFFERENTIAL PAY:* Due to the round the clock nature of this Division the following differentials will be paid on top of the regular pay rate:

- Shift A – 12 midnight to 8 am - \$4.50/ per shift
- Shift B – 8 am to 4 pm - \$0 / per shift
- Shift C – 4 pm to 12 midnight - \$3.50 / per shift

*SCHEDULE:* Gate Employees work five (5) 8-hour shifts per week, unless modified by management.

**SECURITY EMPLOYEES ALSO RECEIVE**

*UNIFORMS:* It is the District's policy that security employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All security employees are supplied with blouses, matching pants, a badge, all weather jacket, and a beanie. Uniform boots will be reimbursed by the District up to \$100 per every two (2) calendar years per security employee with proof of purchase. Uniform articles needing to be replaced will be reimbursed up to one hundred dollars (\$100), once per calendar year.

*SHIFT DIFFERENTIAL PAY:* Due to the round-the-clock nature of this Division the following differentials will be paid on top of the regular pay rate:

- Shift A – 12 midnight to 8 am - \$4.50/ per shift
- Shift B – 8 am to 4 pm - \$0 / per shift
- Shift C – 4 pm to 12 midnight - \$3.50 / per shift

*SCHEDULE:* Security Employees work four (4) 10-hour shifts per week, unless modified by management.

**Appendix D**

**Pauma Valley Community Services District  
Safety Sensitive Positions**

General Manager  
Security Division Supervisor  
Security Patrol Officers  
Utility Division Supervisor  
Utility Worker I  
Utility Worker II



## Acknowledgement of Receipt of EMPLOYEE HANDBOOK

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of the Employee Handbook, issued by **Pauma Valley Community Services District** (the District or PVCSD) on \_\_\_\_\_, 20\_\_\_. I have promptly read and fully understand its contents. I agree to observe and abide by the conditions of employment, policies, and rules contained in this Handbook. I understand that this Handbook refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions, as these documents are controlling.

*I understand and agree that my relationship with the District is "at-will," which means that my employment is for no definite period and may be terminated by me or by the District at any time and for any reason with or without cause or advance notice.*

I understand that the District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the District is at will. I understand and agree that the terms of my at-will employment may not be modified or superseded except by a written agreement signed by me and the General Manager of the District, and as authorized by the District's Board of Directors, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the General Manager of the District.

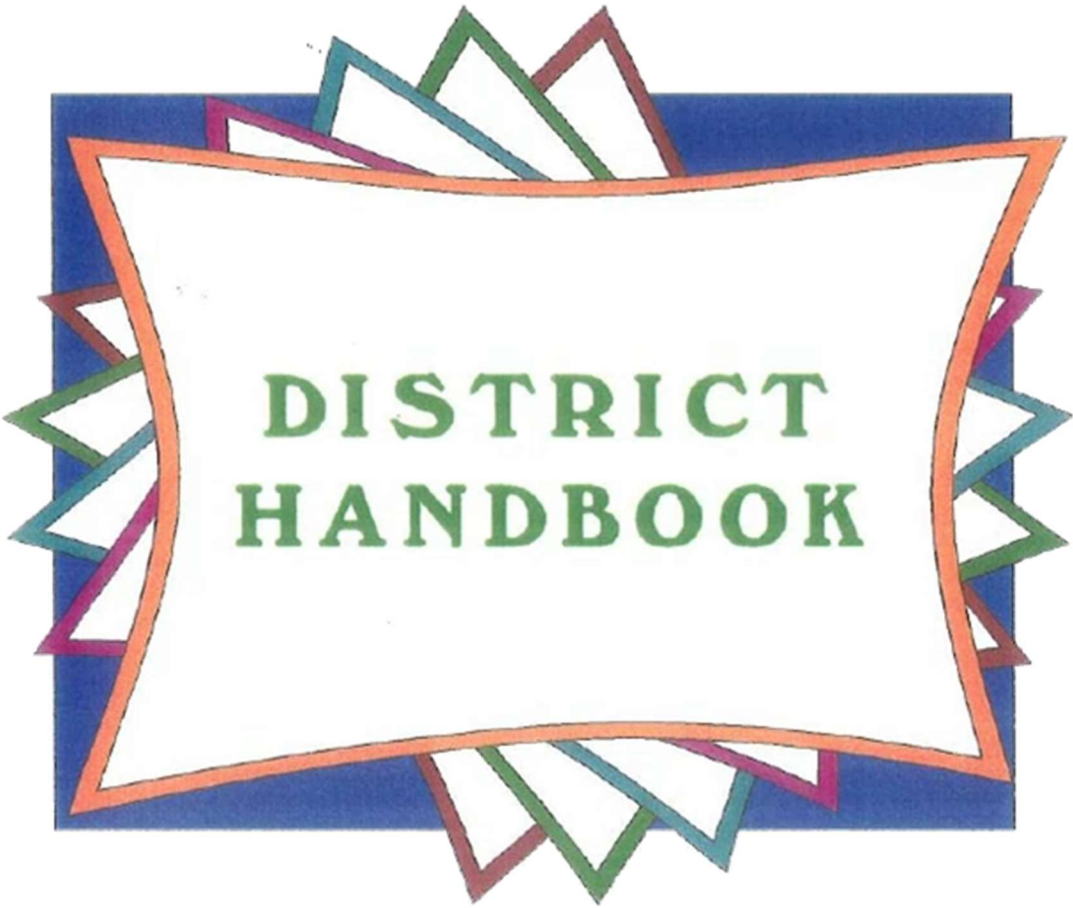
I also acknowledge receipt of the District's Harassment, Discrimination, and Retaliation policy set forth in this Handbook, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

My signature below certifies that I understand that the foregoing agreement is between the District and me concerning my employment and the circumstances under which my employment may be terminated. I also understand that if I violate the rules, policies, and procedures set forth herein, I may be subject to discipline, up to and including termination of my employment. This Handbook supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Handbook, I can discuss those with my supervisor or General Manager.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**PAUMA VALLEY  
COMMUNITY SERVICES DISTRICT**



**Revised and Approved January 2026**



## INTRODUCTION

For employees who are commencing employment with the Pauma Valley Community Services District (“PVCSD” or the “District”), let me extend a warm and sincere welcome. For employees who have been with us, thank you for your past and continued service.

This Employee Handbook (“Handbook”) is designed to help employees get acquainted with the organization. It describes the basic terms and conditions of employment with the District.

Employees are expected to read this Handbook carefully and to know and understand its contents. PVCSD reserves the right to make changes to this Handbook. Employees are responsible for knowing about and understanding those changes once they have been disseminated. PVCSD also reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with the General Manager to obtain information regarding specific employment guidelines, practices, policies or procedures.

Employees should not interpret anything in this Handbook as creating a contract or guarantee of continued employment. In addition, this Handbook is not intended to cover all possible situations that may arise in your employment relationship with the District.

This Handbook is the property of the District and it is intended for the personal use and reference by employees of PVCSD.

Every employee is responsible for completing the following within two (2) weeks of receiving this Handbook: reading and signing the Handbook Acknowledgment Form and returning it to PVCSD administration. This Acknowledgment Form contains important points for employees and provides the District with a record that each employee has received this Handbook.

**This Handbook supersedes all prior handbooks.**

### HANDBOOK DISCLAIMER

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment and is not intended to create any contractual or other legal obligations or to alter the at-will nature of employment. Instead, it merely establishes guidelines for employees concerning some of PVCSD’s policies and benefits. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to the District’s General Manager.

This Handbook is not intended to provide in detail or be all inclusive of all Administrative Policies and Procedures, nor does it supersede or alter in any way PVCSD Ordinances, PVCSD Resolutions, State, or Federal laws. PVCSD reserves the right to delete, amend, or add handbook provisions at any time, without notice.

Nothing in this Handbook or in other statements of PVCSD policies, including statements made in the course of an employee performance review and/or wage review, shall be deemed to constitute either an express or implied promise of continuing employment. Employment with PVCSD is at-will and can be terminated by PVCSD or the employee at any time with or without cause or notice. This is the entire agreement between PVCSD and its employees regarding the term of employment. It supersedes all prior written and oral statements regarding the subjects covered in this Handbook and it cannot be modified except by a written agreement signed by the General Manager of PVCSD with approval of the District Board.

## POLICY CHANGES

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right to modify or rescind any policies, practices, or benefits described in this Handbook, except for the employment at-will policy, at any time without prior notice, we will strive to timely advise you of any changes affecting your employment.

Revised/Approved January 2026

Revised/Approved July 2025

Revised/Approved April 2024

Revised July 2020

Revised July 2019

Revised April 2019

Revised July 2017

Revised April 2016

Revised December 2015

Revised July 2014

Revised August 2012

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1. AT-WILL EMPLOYMENT

All employment with PVCSD is “at will.” This means that both employees and PVCSD have the right to terminate employment at any time, with or without notice, and with or without cause. The at-will relationship can only be modified by a written agreement signed by the employee and District’s General Manager and approved by the Board of Directors.

PVCSD reserves the right to transfer, demote, suspend and administer discipline to employees with or without cause or advance notice.

None of the policies, procedures, contents of this manual, or any other documents provided to employees are intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific period of time. Employees should ask District’s General Manager if they have any questions about their status as an employee at-will.

2. PROBATIONARY PERIOD

PVCSD attempts to hire the most qualified employees for each position. To ensure this, PVCSD provides for an introductory period of employment for the employee to assess PVCSD and the job content, and for PVCSD to evaluate the new employee on his or her job performance. All new employees must complete, to PVCSD’s satisfaction, a 180-day (six (6) months) introductory period beginning after the date of initial appointment. Consistent with the PVCSD’s Employment At-Will policy, during the introductory period, an employee may be discharged by PVCSD for any reason, at any time, and without advance notice. Similarly, the employee may resign employment for any reason, at any time, and without advance notice during this period.

At PVCSD’s discretion, an employee’s introductory period may be extended one or more times. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for a specific duration.

Satisfactory completion of the probationary period does not alter the at-will nature of the employment relationship. PVCSD does not guarantee employment for the entire probationary period and at its discretion, PVCSD may shorten or extend the probationary period.

3. EQUAL EMPLOYMENT OPPORTUNITY

PVCSD is an Equal Employment Opportunity employer, and it is the policy of PVCSD to be in compliance with all state and federal regulations relative to discrimination in employment and PVCSD follows the practice of promoting Equal Employment Opportunity.

PVCSD is strongly committed to providing equal opportunity to all employees and applicants for employment. PVCSD does not discriminate on the basis of any status or characteristic protected under federal or state law, such as race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and gender expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), sexual orientation, sex stereotyping, age (40 years and older), medical condition, marital status, domestic partner status, pregnancy, physical or mental disability (including HIV and AIDS), military status, veteran status; legally protected medical condition or information (including genetic information), protected medical leaves (requested or approved), status as a victim (of domestic violence, sexual assault or stalking), enrollment in a public assistance program, on the basis of any perception that an applicant or employee has any of these characteristics; or, on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics.

PVCSD prohibits the discrimination or harassment of any individual on any basis listed above (see the Policy Against Harassment for further clarification). Any such discrimination is unlawful and all persons involved

in the operations of the PVCSD are prohibited from engaging in this type of conduct. Please contact District's General Manager if you have any questions or concerns.

PVCSD's commitment to comply with all applicable laws providing equal employment opportunities applies to all persons involved in the District's operations and prohibits unlawful discrimination by any employee of the District, including supervisors and coworkers. This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of District's General Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

PVCSD utilizes the same complaint procedures for complaints of discrimination as it does for complaints of harassment. Please see the Reporting and Complaint Procedure. California law and PVCSD also prohibit retaliation against any employee for making a good faith complaint of discrimination or for cooperating, assisting, testifying, or participating in any of the discrimination complaint procedures in the separate Policy Against Harassment.

#### 4. POLICY ON REASONABLE ACCOMMODATION

PVCSD is committed to providing equal opportunity for all applicants and employees, and will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

**Reasonable Accommodations Related to Disability and Religion:** PVCSD will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law. Employees seeking such accommodations should promptly notify District's General Manager.

**Reasonable Accommodations Relating to Pregnancy:** PVCSD will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify District's General Manager. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

**Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault:** PVCSD will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to PVCSD, and (ii) the employee requests an accommodation for the employee's safety while at work.

In such circumstances, PVCSD will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault or stalking. Six (6) months after the date of each previous certification, PVCSD may request a recertification of such status. PVCSD will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual

assault or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

Retaliation and Discrimination Prohibited: PVCSD prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in PVCSD's separate policy on harassment, discrimination and retaliation, PVCSD prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual's disability, religion, religious creed, sex (including pregnancy, childbirth and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

## 5. LACTATION ACCOMMODATION POLICY

PVCSD provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. A lactation accommodation request may be made verbally or in writing, should indicate the need for an accommodation in order to express breastmilk at work, and should be directed to District's General Manager. PVCSD shall respond to such requests in a reasonable manner, not exceeding five (5) business days. PVCSD will provide a room or other location (not a bathroom) for employees to express breastmilk in private. PVCSD will ensure that the lactation room or location will:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be clean, safe and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, PVCSD will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, PVCSD will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space.

PVCSD shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and PVCSD will compensate her for such time.

If PVCSD cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the District's General Manager that describes the nature of the change that is requested.

PVCSD prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the District's General Manager. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

## 6. OPEN DOOR POLICY

The District has a specific procedure detailed in the separate Policy Against Harassment, Discrimination and Retaliation that should be used to report any concerns or complaints related to possible sexual harassment,

or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Employee Concerns Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, or with the General Manager, as soon as possible after the event(s) that cause the concern. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

## 7. PROCEDURE FOR REPORTING EMPLOYEE COMPLAINTS

The purpose of this Procedure for Reporting Employee Complaints is to establish a process for all employees of the District to use to notify the District of their work-related concerns, and to give the District the opportunity to learn about, address, and resolve the complaint. This policy is intended to supplement the Open Door Policy set forth in this Handbook, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice or the General Manager to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment, Discrimination, and Retaliation that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.

Importantly, when the nature of the concern pertains to an actual or suspected violation of the law District policy, or an ethical violation, all employees, directors, and officers of the District are required to file a complaint using the procedure below. This includes reporting any activity that is considered by the person making the complaint to be illegal or dishonest. Any questions regarding whether a concern is subject to this mandatory reporting policy should be resolved in favor of filing the complaint. This procedure includes:

1. **Filing of Complaint:** Individuals should file written complaints with the District's General Manager as soon as possible after the events that give rise to the work-related concerns. The written complaint should set forth in detail the bases for the complaint including but not limited to alleged violations of policy or law.
2. **Investigation:** The District's General Manager will date and log all written complaints and send the employee an acknowledgment that the complaint is under review. The District's General Manager, or his/her/its designee will investigate the complaint, meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.
3. On completion of the investigation, the complainant and the employee being complained about will receive an oral or written report of the District's finding(s) which are listed below. Except where required by law, the details of the investigation and the basis of the investigation's findings will not be provided to the complainant.
4. Each allegation in a complaint shall have one of the following findings:
  - a. **UNFOUNDED:** The alleged act did not occur.
  - b. **EXONERATED:** The alleged act occurred but was justified, legal and proper.
  - c. **NOT SUSTAINED:** The investigation produced insufficient information to prove or disprove the allegation.
  - d. **SUSTAINED:** The District member committed all or part of the alleged act(s) of misconduct or poor service.

- e. **MISCONDUCT NOTED:** The District member violated a section of the Districts Ordinances, Policies, Rules, or Procedures not originally in the complaint.
  - f. If the complaint is resolved to the complainants satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the General Manager.
5. Appeal: If the complaint is not resolved to the complainants' satisfaction, the complainant may submit a written request for review of the complaint to the District General Manager, or District Board President. Decisions resulting from appeal reviews will be final.

The District will not tolerate retaliation against individuals for reporting a good faith concern under this policy; participating in or cooperating in any internal investigations of reported concerns; or otherwise engaging in conduct protected by law. Prohibited retaliation can be adverse employment actions, like termination, compensation decreases, or poor work assignments, or even threats of physical harm. Such retaliation is a separate violation of District policy. It also may violate applicable law. Anyone who believes that he or she has been retaliated against for reporting a good faith concern, for participating in or cooperating in an internal investigation of a concern, or for exercising his or her rights, or otherwise engaging in conduct protected by law, should immediately notify the District using the same Procedure described above. The General Manager or any District Board member has the discretion to utilize the complaint procedure to evaluate complaints initiated by members of the public.

8. DISCIPLINARY ACTION

Consistent with the at-will nature of employment, PVCSD reserves the right to use discretion in deciding when and how discipline is imposed. No formal system, procedure or proof of cause is required. Attached as "Appendix A" is a non-exhaustive list of examples of PVCSD rules and regulation violations for which employees will be disciplined, up to and including termination. The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The General Manager may discipline any employee for cause.

9. POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes harassment based on sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned or is (or is perceived to be) transitioning, sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by federal, state, or local laws.

The District strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, the District will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with

whom the District employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

#### 10. REPORTING AND INVESTIGATING HARASSING, DISCRIMINATORY AND RETALIATORY CONDUCT

All employees, independent contractors, interns, and volunteers of the District must promptly report any incidents of harassment, discrimination, and retaliation so that the District can take appropriate action. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the District from having the opportunity to correct the situation.

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any District personnel or any other person, or any conduct believed to violate this policy, must be reported immediately to the District's General Manager, who is responsible for investigating harassment complaints. An individual is not required to bring a complaint to the General Manager if the individual is uncomfortable doing so for any reason. In that case, complaints may be reported to the District Board President or any other District Board member should the Board President be unavailable.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation, and for ensuring that everyone in their Division is aware of, understands, and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the General Manager or other appropriate District official so that an investigation may be initiated.

Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the District. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Office Manager or other District official responsible for the investigation will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, the District will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

The District prohibits conduct severe enough to be unlawful. Yet even more, the District’s workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the District prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the District will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

The District will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of District policy and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

## 11. RESPECTFUL CONDUCT

The District is committed to providing a professional and respectful work environment. In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any “intimidation or bullying” in the workplace or at any work-related events.

Bullying is abusive conduct that a reasonable person would be hostile, offensive, and unrelated to the District’s legitimate business interests. It may include repeated infliction of verbal abuse, derogatory remarks, insults, epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance.

Disciplinary action, up to and including termination, may be taken against any employee found to have violated this policy, amongst other appropriate actions.

Any individual who believes that they have been the subject of bullying should immediately report concerns to their direct supervisor or the General Manager, if needed. No employee will be subject to any form of retaliation for reporting an incident of bullying or for participating in the investigatory process, if needed.

12. VEHICLE USAGE

The District provides vehicles for employees to use while on “duty status”. These vehicles are to be used by District employees only, and for the sole purpose of District business. Further, District vehicles and District employees must remain inside PVCSD boundaries during all duty status hours with the exception of utilizing for necessary District business. PVCSD vehicles are not to be used for any form of after-hours activities, unless authorized by the General Manager in writing. The District’s gasoline tank is to ONLY be used to fill PVCSD’s vehicles. No gasoline shall be dispensed for employee’s personal use. The General Manager may in his or her discretion provide up to one (1) gallon of gas or a reasonable equivalent of electric vehicle charging to assist stranded motorists within the District.

District employees and Board members may, in the course of District business, drive District vehicles equipped with global positioning system (GPS) technology. GPS technology provides the District with business-related purposes such as vehicle, fuel use, diagnostic data, speed, location, routing, idling, and utilization information. Additionally, GPS technology greatly enhances District job performance, personnel safety, and distribution of District resources.

The District may participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) Program. Employees whose job description requires the possession of a valid California driver’s license must maintain their driver’s license with no limitations for operating District vehicles. Such employees are required to report any restrictions or validity of their DMV license status to the Office Manager and/or General Manager within twenty-four (24) hours or by the next business day upon notification by the DMV, law enforcement agency, or court.

Any violation of the aforementioned regulations will subject the employee to disciplinary action, up to and including termination. When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

13. PROFESSIONAL CERTIFICATION

All applicants applying for vacant positions requiring certification must present evidence of certification prior to employment. District policy requires copies of certificates required to meet standards. The cost of renewal of certifications will be paid for by PVCSD on a reimbursement basis, as long as employment continues.

14. WAGES AND PAY DAY

It is the goal of PVCSD that employees shall be paid fair and equitable wages which compare to prevailing rates of surrounding districts in the area using like skills. Wage rates are determined on the basis of job evaluation and wage surveys conducted for all job classifications. Employee compensation and benefits will be evaluated by the Board of Directors annually to determine whether any changes will be made. The Board of Directors may, in its discretion, review one or more employees’ compensation and/or benefits to determine whether to make changes at other times.

Based on applicants’ knowledge, skills, certifications and abilities for the job position, the General Manager may assign base pay for newly hired employees at any range within the published salary schedule for the position the applicant was hired for.

All District supervisors or managers will conduct an annual performance review for each employee under their charge. The evaluation will be based on work performance, job skills, job duties, and District goals. Upon completion of the evaluation the supervisor or manager will review the evaluation with the employee. The performance evaluation will be signed by the employee and supervisor. The General Manager will review to approve the evaluation, sign the evaluation, and file the forms in the employee’s personnel file. Employees with below average, average, or above average work performance scores will be eligible for an annual merit increase of up to 5% within the published salary schedule.

The General Manager at his or her discretion may increase an employee's base pay an additional 5%-10% for interim job assignments of a higher paying job classification. The General Manager may increase employee salary outside of their earned merit increases up to 10% of their current salary upon justification and approval of the majority of the District Board of Directors.

Cost of Living (COLA's) adjustments to employees' base salary or annual bonus pay may be approved by the District Board with consideration of economic indicators, the job market comparable and the financial conditions of the District.

Employees will be paid in full once every two (2) calendar weeks on Friday. The pay period will be the previous two (2) weeks. The workweek is defined as beginning Sunday, 00:01 A.M., and ending Saturday, 12 midnight for employees who work a regular four- or five-day schedule during a calendar week.

Employees are required to submit their time sheets (paper or online) to PVCSD Administration by Monday of the pay-week.

15. ON-CALL DUTY

Every 24-hour period, Monday through Friday, one utility employee is required to be available for "on call" for an emergency situation before or after normal work hours unless otherwise approved by the District General Manager. Compensation for that status is paid at a rate of \$10 per day when scheduled in addition to any overtime logged for the work required. Any call out after defined work hours shall be for a minimum of 2 hours at the employee's overtime rate. Each Saturday and Sunday, one utility employee is required to be available for "on call" for an emergency situation, and: (1) be scheduled for overseeing PVCSD's operations unless otherwise approved by the District General Manager, (2) shall be provided the necessary equipment to access the automated SCADA system, and (3) determine if being on-site is required. Compensation for this weekend status is paid at a rate of \$50 per day in addition to any overtime logged for the work required. Compensation for the performance of on-call duty during a District recognized holiday is paid at a rate of \$50. Scheduling for 'On Call' duty is done by the Utility Division Supervisor or the District General Manager. Modification of this is subject to PVCSD review and may change at the discretion of the General Manager.

Due to the nature of shift work, Security Patrol Officers and Gate Attendants are compensated for working a shift other than the typical daytime hours. Those working the 'A' shift will receive an additional \$4.50 per day and those working the 'C' shift will receive an additional \$3.50 per day. Modification of this is subject to General Manager review and may change at its discretion.

16. FULL-TIME VS. PART-TIME EMPLOYMENT

Full-Time: A full-time employee is one who is regularly assigned to work 32 or more hours per week and shares weekend and holiday coverage as required by the job. Such employees are entitled to all full-time benefits of medical, vacation and sick leave. Full-time employees are eligible for annual performance reviews and wage reviews in accordance with District policy.

Part-Time: A part-time employee is one who is regularly scheduled to work less than 30 hours per week. This employee may share weekend and holiday coverage as required by the job. Part-time employees' eligibility for medical, vacation or sick leave benefits is determined individually at the discretion of the Board of Directors. Part-time employees working 1000 hours or more per fiscal year are required to participate in the PERS retirement program. CALPERS retired annuitants may be hired as part-time employees. Retired annuitants are subject to related State law employment limitations including being limited to 960 hours of work per fiscal year. The General Manager in his or her discretion may at any time authorize the hiring of a temporary, and/or part-time employee to facilitate the necessary operational and administrative business of the District.

17. DISTRICT PROPERTY AND CONFIDENTIAL INFORMATION

The security and usage of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times. Further, any damage to District property may be grounds for discipline, up to and including termination.

“Confidential Information” means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including business plans and strategies; manufacturing techniques; formulae; processes; designs; drawings; discoveries; improvements; ideas; conceptions; test data; compilations of data; and developments, whether or not patentable and whether or not copyrightable.

“Personal Identification Information” includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual’s personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information that has been acquired and retained by the District about other individuals to any third party or from one country to another without prior managerial approval.

Given the nature of the District’s business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District’s most important assets. It enhances the District’s opportunities for future growth, and indirectly adds to the job security of all employees. Failure to take reasonable measures to protect the District’s Confidential Information may jeopardize its status as a trade secret. While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability.

Nothing in this Guideline limits any rights an employee may have to discuss terms, wages, and working conditions of employment, or disclose information about sexual harassment or other unlawful acts in the workplace, as protected by applicable law. Employees are permitted to disclose Confidential Information that they are required to disclose pursuant to judicial order or other legal mandate. Should such a circumstance arise, the employee agrees to give the District prompt notice, prior to the deadline of the disclosure requirement, and to fully cooperate with any efforts by the District to obtain and comply with any protective order imposed on such disclosure.

Upon separation of employment, whether voluntary or involuntary, all tangible and intangible District property must be returned to the District immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information or Personal Information, and any copies thereof. Also, the terminating employee must immediately notify the District if the employee has Confidential Information or Personal Information stored in the employee’s personal computer, or in a mobile, cloud, or other storage medium, and work with the District to identify all such Information and its location and help ensure it is retrieved and/or permanently deleted by the District (or the District’s designated agent).

18. DIVISIONAL TRANSFER

Any employee making a Division or job position transfer will be subject to a one hundred- and eighty-day (180) day probationary period in the new position. Any employee that does not successfully conclude a one hundred- and eighty-day (180) day probationary period in their new position will be subject to termination or a return to their previous position at the discretion of the District General Manager.

Any employee may be cross trained in the responsibilities of another job classification. Such employee shall be paid the rate appropriate to the job classification for the hours worked in that job classification once the employee formally assumes the new position and for the lowest rate of any qualified job classification for vacation pay, and the like.

19. HOURS OF WORK

A. Work Schedules and Shifts

The District establishes work schedules based on operational and administrative needs, as approved by the Board of Directors and General Manager. Standard schedules by classification are as follows:

- **Utility Personnel:**  
Utility employees work a 9/80 schedule over a two-week period. The regular schedule is 7:00 A.M. to 4:00 P.M., four (4) days per week, with every other Friday off. On scheduled working Fridays, hours are 7:00 A.M. to 3:00 P.M.
- **Administrative Personnel:**  
**District Administrative Office Hours of Operation: Monday through Friday, 8:00 A.M. through 4:00 P.M.**  
Administrative employees subordinate to the General Manager work a 9/80 schedule over a two-week period. The regular schedule is 7:30 A.M. to 4:30 P.M., four (4) days per week, with alternating Fridays off. On scheduled working Fridays, hours are 8:00 A.M. to 4:00 P.M. The Office Manager will assign subordinate administrative staff schedules based on the above Administrative 9/80 schedule to ensure that District Administrative Office Hours of Operation are met uniformly, Monday through Friday, 8:00 A.M. through 4:00 P.M. These schedules will be regularly communicated to the General Manager.
- **Patrol Officers:**  
Patrol Officers work ten (10) hour shifts, four (4) days a week.
- **Security Supervisor:**  
The Security Supervisor typically works ten (10) hour shifts, four (4) days per week. With prior approval of the General Manager, the Security Supervisor may alternatively work twelve (12) hour shifts, three (3) days per week, and perform four (4) hours of approved remote work per week.
- **Security Gate Attendant Supervisor:**  
The Security Gate Attendant Supervisor works nine (9) hour shifts, four (4) days per week.
- **Gate Attendants:**  
Gate Attendants work eight (8) hour shifts, five (5) days per week, to support round-the-clock security and dispatch operations.
- **Security Gate and Patrol Officer:**  
Patrol Officer Duty Hours will apply as described above under “Patrol Officer” whereas Gate Attendant Duty Hours will apply as described above under “Gate Attendants”.

Security Division shifts are designated as follows:

- **A Shift:** 12:00 A.M. to 8:00 A.M.
- **B Shift:** 8:00 A.M. to 4:00 P.M.
- **C Shift:** 4:00 P.M. to 12:00 A.M.

Shift hours and assignments may vary based on District needs and operational requirements as determined by the Security Division Supervisor. Although employees may be assigned specific

schedules upon hire, the District reserves the right to reassign employees to different shifts, hours, or schedules as operational needs require.

Employees are expected to report to work on time and remain on duty for their entire scheduled workday unless otherwise approved.

Employees are expected to report to work on time and work their assigned schedule unless otherwise approved by their direct supervisor or the General Manager. Employees must remain on duty during scheduled work hours except during authorized breaks or approved leave. Non-exempt employees are required to accurately record all time worked each day using the District's official timekeeping system. Working "off the clock," including performing work before or after scheduled hours without recording time worked, is strictly prohibited. Any non-exempt employee who believes they are expected or directed to work without recording time worked must immediately notify the General Manager or another appropriate member of management so the matter can be promptly addressed.

B. Time-Keeping

Accurately recording time worked is the responsibility of every PVCSD employee. Federal and state laws require PVCSD to keep an accurate record of time worked by non-exempt employees in order to calculate employee pay and benefits. Time worked is all time actually spent on the job performing assigned duties.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of time recorded. Each Division Supervisor will review the time records for their employees and then sign the time record before submitting it for payroll processing. The General Manager shall review all time records for accuracy once submitted to payroll.

C. Meal and Rest Periods

The regular hours of work each day for full-time nonexempt employees shall be consecutive except for interruptions for a meal period and two (2) paid fifteen (15) minute breaks (one mid-morning and one mid-afternoon). Part-time nonexempt employees shall be eligible for a compensated fifteen (15) minute break after the completion of four (4) hours of work and shall receive two paid fifteen (15) minute breaks if they work eight (8) hours in a day.

All meal periods will be "duty-free," where the employee will not be required to perform any duties during his/her meal period. However, some employees, who, due to the nature of their work, are unable to be relieved of all duties during their meal period, may be required to take an on-duty meal period, which is counted as time worked and paid accordingly. All on-duty meal periods must be approved by management.

20. OVERTIME

The around-the-clock nature of District work may make it necessary for employees to work required overtime. All overtime requires prior approval of the supervisor.

Overtime is defined as: time worked in excess of forty (40) hours in a work week; (please note that this is limited to only those employees on the eight-hour, five-day week/ or on a 10-hour, four-day week); or time worked on a designated holiday by a full-time employee. Part-time and temporary employees are not eligible for holiday pay. Overtime shall be paid as time and one-half (1 ½ times regular rate). PVCSD recognizes holidays are paid at 2.0 times the regular rate of pay for hours worked on a District observed holiday. Security and Gate personnel whose regularly scheduled day off falls on a holiday, will not receive holiday pay unless

worked. PVCSD paid time off such as vacation or sick days are not considered hours worked for the purpose of calculating overtime.

21. EMPLOYEE ABSENCE FROM WORK

All employees are expected to be on time. Should an illness or emergency situation occur, and employee is unable to report to work at his or her regular time, the employee must notify their supervisor, if possible, at least two (2) hours before the start of the shift. The supervisor will advise the employee of the proper procedure to follow depending on the reason for and expected duration of the absence. All employees must contact the supervisor each day they are out unless otherwise instructed. Employees who fail to notify the supervisor in advance of absenteeism may be subject to disciplinary action or dismissal. Failure by an employee to return to work within 48 hours of the date he/she is scheduled to return to work from any type of approved leave or regularly scheduled time off, shall be considered job abandonment and an automatic resignation by the employee. The District will consider evidence of extenuating circumstances if it is submitted to the General Manager within 10 calendar days of the day the employee first failed to report to work. Any applicable leave of absence law governs in the event of a conflict with District policy.

22. HOLIDAYS

This policy shall apply to all regular, full-time, employees. Part-time and temporary/seasonal employees are not eligible for and do not receive holiday pay.

PVCSD recognizes the following paid holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Thanksgiving Friday, and Christmas Day. An employee will be paid double time if they are required to work on a holiday. If a holiday falls on a weekend day, then the District will determine a preceding or succeeding day to be taken as the holiday. All employees will additionally receive one floating holiday per year. Utility staff and Administrative staff shall receive a paid shift for the observed holidays.

23. HEALTH BENEFITS

Under the terms of the policies established from time to time by the Board of Directors of the District, PVCSD provides medical insurance for full-time employees and their dependents. These benefits will commence on the 1st of the month following the end of an employee's 60 calendar days of employment. All benefits cease at the end of the month upon termination of employment, whether voluntary or involuntary, except as may be required to comply with applicable law. Employees' contribution for the cost of health care coverage for self and dependents shall be calculated and deducted based on 26 pay periods per year. The Board of Directors will review and establish the employees' contribution rate annually at its discretion. A dependent of an employee must be under the age of 26. For more information, please review Appendix C describing the District's benefits. Employees who elect not to participate in the District's medical insurance program are eligible to receive \$100 a month, \$1200 annually in lieu of health insurance. Employees may elect to add this benefit into their Health Reimbursement Account (HRA) subject to HRA limitations.

24. HEALTH REIMBURSEMENT ACCOUNT BENEFITS

Full-time employees will receive an annual Health Reimbursement Account. The approved annual amount will commence January 1 of each year and expire December 31 of each year. The amount is available to all full-time employees regardless if health insurance benefits have been elected through PVCSD or not. This amount can be used to offset the employee contribution paid each pay period, and/ or receipts can be submitted for medical services to be reimbursed. New hires will receive a prorated amount based on the number of remaining months in the year. Newly-hired District employees are eligible to utilize the Health Reimbursement Account only after successful completion of their one hundred and eighty (180) day probationary period. The Health Reimbursement account can be used retroactively for any qualifying expenses accumulated during that 180-day probational period. For employees who are subject to a probationary period exceeding 180 days, this benefit will remain "Active" at the 180-day mark regardless of

the initial probationary interval. For more information, please review Appendix C describing the District's benefits.

25. LIFE INSURANCE BENEFITS

PVCSD provides a Group Term Life Insurance Policy to all full-time employees at a designated benefit amount to be paid in the event of death of an employee to the employee's designated beneficiary(ies). This benefit will commence on the 1st of the month following the end of an employee's ninety (90) days of employment. This benefit is offered by PVCSD at no charge to employees. For more information, please review Appendix C describing the District's benefits.

26. RETIREMENT BENEFITS

PVCSD provides, through the California Public Employees Retirement System (CalPERS), a retirement plan for eligible employees. Employees are required to pay the employee contribution towards this benefit, percentages are determined annually by CalPERS. The Board of Directors will review and establish the benefits annually at its discretion. For more detailed information about specific benefits visit the CalPERS website and please review Appendix C describing the District's benefits.

27. 457 SUPPLEMENT RETIREMENT BENEFITS

Since PVCSD participates in CalPERS, an optional 457 Supplement Retirement Benefit is also available. This benefit is available to any full-time employee. The contributions are pre-tax and can be adjusted at any time. For more information, please inquire at PVCSD office and please review Appendix C describing the District's benefits.

28. VACATION POLICY AND ACCRUAL

PVCSD provides vacation, which is paid time off, for employees as a means to rest and rejuvenate. PVCSD encourages employees to utilize this benefit every year. PVCSD believes personal time off is an important means to enable continuation of strong performance and positive contribution to PVCSD, as well as encourage a balanced and enriching life for employees.

PVCSD will review and may change any of these vacation benefit provisions at its discretion.

A. Eligibility and Accrual

Full-time employees will accrue vacation according to continuous years of service in accordance with the following schedule:

From hire date, but less than 5 years of continuous employment: 3.08 hours per pay period (80 hours per year).

More than 5 years, but less than 15 years of continuous employment: 4.62 hours per pay period (120 hours per year).

More than 15 years of continuous employment: 6.16 hours per pay period (160 hours per year).

Part-time employees with continuous service who the General Manager has determined to be eligible to accrue vacation will accrue vacation in accordance with the above chart, on a pro-rated basis determined by normal hours worked. Active service for all employees commences with their first day of work and continues thereafter unless broken by an absence without pay or a leave of absence.

Vacation accrual for all PVCSD employees is limited to a maximum of 160 hours and may be used at any time upon approval from their Supervisor. The employee will not thereafter accrue additional vacation benefits until such time as he/she takes sufficient time off to reduce the total accrued vacation benefits below the maximum. At no point will an employee be allowed to have a negative balance. Employees will be eligible to begin accruing vacation upon successful completion of the probationary period.

B. Use of Vacation

In order to request vacation time, employees should submit a Vacation Request form to their Supervisor. Every effort will be made to accommodate all employees' requests for specific vacation leave time. However, the Supervisor will also consider the needs of the Division when evaluating vacation requests.

If a holiday occurs during an employee's approved vacation period, the day will be treated as a holiday rather than charged as vacation only if the employee is otherwise eligible for paid holidays. Employees in classifications that do not receive paid holidays unless worked will not receive holiday pay unless the holiday is worked.

PVCSD will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in the case of extended illness where available sick leave has exhausted.

Preference in selection of vacation dates will be governed by length of service subject to the needs of the District and as approved by the Division supervisor and General Manager.

C. Payment for Unused Vacation

Upon separation from PVCSD employment, or upon election of the employee, an employee will be paid for accrued, unused vacation days at 100% of the employee's hourly rate at the time of separation or time of election. In cases where an employee terminates employment with PVCSD, and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction relative to the amount of un-accrued time off taken.

29. SICK LEAVE

PVCSD provides paid sick leave in accordance with California law and District policy. The District's sick leave benefits are intended to comply with and exceed the requirements of the Healthy Workplaces, Healthy Families Act of 2014, as amended (California Labor Code section 245 et seq.). Employees are entitled to use paid sick leave for all purposes permitted by law and are protected from retaliation for the lawful use of sick leave. Sick leave may be used for an employee's illness, injury, or medical condition; preventive care, including medical, dental, and vision appointments; quarantine or isolation due to exposure to a contagious disease; or for any other purpose permitted under applicable law. Employees should provide advance notice to the General Manager when the need for sick leave is foreseeable. The District reserves the right to modify or discontinue discretionary benefits, consistent with applicable law.

A. Entitlement

Regular, full-time employees are provided with 78 hours of sick leave annually, and are provided with these hours on an accumulation basis each and every pay period. Any unused sick leave shall carryover to the following year with a cap of 180 hours.

Part-time are provided with a pro-rated sick leave entitlement based upon their hours worked.

### Verification

In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular workday, or as soon thereafter as practical, or two days prior in the case of absence for a doctor's appointment.

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury.

PVCSD strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe that they have been discriminated or retaliated against should report their concerns to District's General Manager.

### B. Use of Sick Leave

Sick leave may be applied to the following non-exclusive circumstances:

1. An absence necessitated by an employee's personal illness or injury.
2. Medical and dental office appointments.
3. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this policy, immediate family shall mean parent, step-parent, sibling, grandparent, spouse, child (of any age), grandchild, domestic partner or legal guardian. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a family member.
4. Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee or member of the employee's immediate family was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify the General Manager within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - c. PVCSD shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish PVCSD with a certificate signed by a physician or other medical provider stating the nature of the medical condition and the period of disablement.

Sick leave may also be taken by an employee for the purpose of attending to an ill or injured member of the employee's immediate family as permitted by law, including the "Kin Care" requirements set forth in California Labor Code section 233. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of Kin Care time. Family members eligible for this coverage is defined in the California Labor Code and might include parents, children, and spouses.

In any use of sick leave, an employee's account shall be charged to the nearest quarter hour for a non-exempt employee, while exempt employees will be charged only for full-day absences. At no point will an employee be allowed to have a negative balance.

An employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when PVCSD has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Use of Sick Leave During Training Sessions and Other Off-Site Events

Training sessions, conferences, and other required PVCSD events that an employee attends for more than six (6) hours in a given workday shall be treated as a full eight (8)-hour day. However, if an employee is unable to attend all or a portion of the training or event due to illness or other incapacity, the employee must report to the General Manager the number of hours the employee missed due to illness so that the appropriate amount of time is deducted from the employee's sick leave.

D. Sick Leave – Non-Payable at Separation

Sick leave has no cash value and is not paid out upon separation of employment, regardless of the reason for separation.

30. BEREAVEMENT

In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3) business days. If and only in the event of bereavement-related travel, limited to outside of the State of California or exceeding 1,000 miles, whichever is greater, may the employee submit a request to the District General Manager for a two (2)-day extension of bereavement. This is in addition to regular sick leave and vacation time. Certification and documentation may be required by management. For purposes of this policy and defining an applicable bereavement based event: an employee's immediate family is defined to include spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, or any other person who is a legal dependent of the employee.

31. PREGNANCY-RELATED DISABILITY LEAVE

A. Eligibility

PVCSD recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, PVCSD provides leave for the period of actual disability ("Pregnancy Disability Leave"), up to a maximum of four (4) months. Pregnancy Disability Leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

In accordance with applicable law and this policy, female employees may be eligible for a leave of absence and/or transfer based on pregnancy, regardless of length of service with PVCSD.

B. Pregnancy-Related Disability Leave

1. A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
2. Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four (4) months per pregnancy (88 workdays for a full-time employee).

C. Leave Due to Normal Childbirth

An employee shall be entitled to the minimum leave entitlements required by applicable law.

D. Leave/Transfer and Other Reasonable Accommodation Requests

1. Whenever possible, an employee should submit a written request for Pregnancy Disability leave to the General Manager as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide 30 calendar days' advance notice to the General Manager of the need for Pregnancy Disability Leave. If it is not practicable to give 30 calendar days' advance notice of the need for such leave, the employee must notify the General Manager as soon as practicable after she learns of the need for such leave. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, PVCSD reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.
2. PVCSD shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. PVCSD shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
3. Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

1. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, PVCSD may require that the employee transfer temporarily to an available alternative position.
2. An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular position and better accommodates recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. However, the employee must be qualified for the position.
3. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

F. Temporary Transfers

1. An employee may request a temporary transfer to a position with less strenuous or less hazardous duties where the employee's health care provider certifies that such a transfer is medically advisable.
2. Temporary transfers will be granted where appropriate and when PVCSD is able to reasonably accommodate the transfer, provided that the transfer would not require PVCSD to:
  - a. Create additional employment;
  - b. Discharge another employee;
  - c. Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the employee's transfer; or
  - e. Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

1. As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.
2. The medical certification should include:
  - a. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Recertification

Recertification may be required where additional time is requested.

I. Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

J. Pay During Leave

1. Pregnancy disability leave is unpaid leave. However, the employee may request or PVCSD may require that the employee use accrued sick leave to provide pay during the period of leave.
2. An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave.
3. The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

K. Reinstatement

1. The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - a. Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - b. If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two (2) business days, where feasible, after the employee notifies PVCSD of her readiness to return and provides medical certification of her fitness for duty.
  - c. Failure to return to work on the next workday following the expiration of pregnancy disability leave may be grounds for termination of employment.

2. The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the “same position” may be denied if:
  - a. For legitimate business reasons, unrelated to the employee having taken a pregnancy disability leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested; or
  - b. Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine PVCSD’s ability to operate safely and efficiently.
3. Also, the employee has no greater right to reinstatement to a “comparable position” or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if:
  - a. There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 business days thereafter; or
  - b. a comparable position is available, but filling the available position with the returning employee would substantially undermine PVCSD’s ability to operate safely and efficiently.

L. Seniority and Benefits

1. In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
2. The employee returning from a pregnancy disability leave shall return with no less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.
3. The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

M. Group Health Insurance

PVCSD will continue to pay its share of the premium for the employee’s health insurance that PVCSD would have paid but for the employee’s pregnancy disability leave. The employee will be responsible for paying for his or her share of the premium as well as his or her same share of dependent coverage, and such payment will be due at the same time as if it had been made by payroll deduction. Such PVCSD payment will continue for a maximum of four (4) months in any 12-month period, beginning on the date the pregnancy disability leave commences. If the employee is not eligible for continued paid coverage or if coverage ceases, the employee may continue group health insurance coverage pursuant to Cal-COBRA guidelines.

32. CALIFORNIA FAMILY RIGHTS ACT

The California Family Rights Act (CFRA) authorizes eligible employees to take up a total of 12 weeks of paid or unpaid job-protected leave during a 12-month period. While on leave, employees keep the same employer-paid health benefits they had while working. Eligible employees can take the leave for those reasons specified under the California Family Rights Act (2 CCR § 11087).

Employees must notify PVCSD as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days’ advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with PVCSD’s normal

call-in or notice procedures. All requests for CFRA Leave should include enough information to make PVCSD aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without a reasonable excuse for the delay, PVCSD reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice. Once aware the employee needs leave, PVCSD will inform the employee as to whether the employee is eligible under CFRA for such leave. PVCSD may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If PVCSD employs both parents who are entitled to CFRA Leave, both employees are entitled to 12 weeks of leave each.

PVCSD will not discriminate against an employee for exercising CFRA rights or giving information or testimony as to the employee's or another person's CFRA Leave; nor will PVCSD interfere with or limit the exercise or attempted exercise of such rights.

33. MILITARY LEAVE OF ABSENCE

PVCSD will grant employees a military leave of absence to the extent required by applicable federal and state law.

34. MILITARY SPOUSE LEAVE

Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide PVCSD with a written request for such leave within two (2) business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to PVCSD certifying that the military member will be on military leave from deployment.

35. JURY DUTY LEAVE

An employee summoned for jury duty will immediately notify PVCSD Manager. PVCSD will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. PVCSD will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

While serving on a jury, employees will be given a paid leave of absence for the entire duration of their jury service. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the employee's conveyance to PVCSD of any compensation received as a juror, not including any travel allowance.

36. VOTING LEAVE

PVCSD encourages all employees to perform their civic duty by participating in elections. In circumstances where an employee's work schedule does not provide sufficient time off to vote on an election day, PVCSD will provide employees with a reasonable amount of time off to vote during scheduled work time, up to two (2) hours of paid time off. Employees who require time off to vote must notify their supervisor at least two (2) days prior to each election day and must submit proof of voting. PVCSD reserves the right to specify a time period in which employees are permitted to leave work in order to vote. With approval of the General Manager, employees may use vacation pay to cover any work missed in excess of the two (2) hours paid by the District.

37. DISCRETIONARY LEAVE

PVCSD authorizes unpaid discretionary leave for medical or other reasons constituting good cause away from assignment. An unpaid discretionary leave must be approved by the General Manager. No unpaid discretionary leave shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No unpaid discretionary leave pursuant to this section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee.

There is no entitlement to be reinstated in the exact position the employee occupied prior to the leave, PVCSD is allowed to place the employee back in a substantially similar position. Additionally, if the position is subjected to layoff during the employee's absence, he or she is not insulated from layoff because of being on leave. This section is designed to grant special requests for unpaid discretionary leave which are not specifically addressed in other sections of these policies. An employee on an unpaid discretionary leave shall not receive compensation or accrue sick leave, vacation, or holiday credits. After 30 consecutive business days on an unpaid discretionary leave, employer contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of unpaid discretionary leave, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits which may not be so continued. Any employee requesting unpaid discretionary leave shall utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the unpaid discretionary leave.

If an employee takes an unpaid discretionary leave while on probation, his or her probationary period shall be extended the same length of time as the leave without pay. Such extension of probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved unpaid discretionary leave, PVCSD shall endeavor to return the employee to the same or equivalent position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the unpaid discretionary leave shall constitute job abandonment and will result in dismissal, unless the failure to report was due to an employee's continued leave as a disability accommodation under the Americans with Disabilities Act or Fair Employment And Housing Act. Where a disability is at issue, PVCSD will engage the employee with an interactive process meeting to determine whether a reasonable accommodation could bring the employee back to work or whether additional discretionary leave is a reasonable accommodation.

38. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

PVCSD will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. PVCSD requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide PVCSD with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

PVCSD prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

39. CRIME VICTIMS' LEAVE

PVCSD will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. PVCSD requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide PVCSD with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

40. LEAVE FOR ORGAN AND BONE MARROW DONATION

PVCSD will grant an employee the following leaves of absence:

- Bone Marrow Donation: A paid leave of absence of up to five (5) business days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- Organ Donation:
  - A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
  - An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five (5) days of such paid sick or vacation time for a bone marrow donation and up to two (2) weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to PVCSD's District's General Manager that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, PVCSD will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, PVCSD will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status,

employee benefits, pay, and other terms and conditions of employment. PVCSD may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

41. EXPECTATIONS FOR PVCSD PERSONNEL

Employees are expected to be at their workplace and ready for work at the established starting time and are expected to perform their work assignments.

Employees shall not gather on PVCSD property nor conduct personal business during work hours. Protective equipment that is required or provided by the PVCSD must be properly utilized and maintained by employees as directed at all times.

Employees must report all injuries or accidents to their supervisor at once.

Employees are required to promptly notify the General Manager of any changes in personal status, such as name, address, telephone, marital status, etc. within five (5) business days of the change.

An employee shall not cause defective work nor interfere with the work of others.

An employee must be physically capable of performing work assignments.

Employees must perform all assigned duties and fulfill their responsibilities to PVCSD. Productivity and workmanship must be up to PVCSD standards.

An employee must be available for work as scheduled or requested.

Employees shall be responsible for all PVCSD property that has been placed in their custody.

Employees shall not neglect their job, duties or responsibilities, nor refuse any work assigned to them.

42. FUNDAMENTAL RULES OF SAFETY

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Employees should report any unsafe or hazardous condition or act and any defective or damaged equipment they observe to the supervisor immediately.

Employees are required to be familiar with relevant work procedures and safe work practices and know where the first aid medical kit is located as well as fire extinguishers. Employees are required to report all personal injuries, regardless of how serious, to the supervisor or General Manager and get immediate first aid. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under applicable state workers' compensation law. PVCSD carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled. Willful misconduct (e.g., horseplay, skylarking, initiating workplace physical aggression, etc.) will negate an employee's workers' compensation benefits.

43. WORKPLACE VIOLENCE PREVENTION POLICY

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior. In an effort to prevent as well as investigate potential workplace violence, the District may utilize security cameras on District vehicles, property or security personnel to monitor workplace

locations. The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the General Manager for responding to any situation that presents the possibility of violence.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Office Manager or General Manager immediately. Further, employees should notify the Office Manager or General Manager if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

#### 44. UNIFORM AND PROTECTIVE CLOTHING

PVCSD provides uniforms for all its permanent security patrol, gate and utility employees. Employees are responsible for maintenance and repairs of uniforms. All employees are expected to wear their appropriate uniforms while on duty.

Should personnel leave employment within their first one hundred and eighty days (180) days of employment, the employee will be responsible for the cost of the uniforms. Pursuant to applicable law, the amount deducted from the employee's final paycheck for the cost of the uniforms will be limited to an amount that will not cause the employee to be paid at a rate less than minimum wage.

##### District Uniform Reimbursement

All reimbursements for any uniforms or protective clothing must be compliant with uniform standards as deemed necessary by PVCSD management and include any applicable logos or design consistent with PVCSD standards as deemed necessary by management. All reimbursements require receipts for proof of purchase prior to the disbursement of reimbursement.

##### Utility Employees

- Up to one hundred dollars (\$100), once per calendar year, for the required steel-toe (or safety equivalent) boots.
- Up to one hundred dollars (\$100), once per calendar year, for the cost of replacing denim work pants.
- Up to fifty dollars (\$50), once per calendar year, for the cost of replacing a District long sleeve or short sleeve work shirt.

### Security Patrol

- Up to one hundred dollars (\$100), once every two (2) calendar years, for the cost of black tactical boots.
- Up to one hundred dollars (\$100), once per calendar year, for the cost of replacing uniform pants, uniform shirts, or any uniform security cap.

### Security Gate Attendants

- Up to fifty dollars (\$50), once every calendar year, for the cost of replacing any uniform short sleeve shirt, or any qualifying purchase towards black shoes or black pants consistent with the uniform standards as deemed necessary by PVCSD management.

## 45. DRESS CODE

Administrative employees are required to dress business casual with the exception of Friday's. Administrative employees enjoy casual dress on Fridays.

Security personnel expectations are located on Appendix B.

## 46. DRUG AND ALCOHOL POLICY

It is PVCSD's desire to provide a drug-free, safe, healthy, and productive workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Substance abuse can affect job performance, employee and public safety and the public's perception of the District and its operations. This policy shall apply to all employees of the District. Additional rules and procedures may be applicable to safety-sensitive positions.

***PLEASE NOTE:*** Despite Proposition 64's legalization of marijuana under California law, the District still considers it a prohibited drug for purposes of this policy as it remains illegal under Federal law. Being under the influence of marijuana, at any level of intoxication, is prohibited. No level of cannabinoids in an employee's system is acceptable. Use, possession, purchase, sale, or distribution of marijuana are grounds for discipline, mostly likely termination. Employee use of marijuana is not excused even when used as "medical marijuana."

While on PVCSD's premises and while conducting business-related activities off PVCSD's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The reasonable use of alcohol may be allowed during work-related meetings and conferences conducted outside of working hours if alcohol is being served at such function.

### A. Prohibited Conduct

Employees are strictly prohibited from being **impaired** by alcohol, cannabis, or any controlled substance while:

- On District premises;
- Performing District business;
- Operating District vehicles, machinery, or equipment; or
- Representing the District in any official capacity.

"Impairment" means a demonstrable reduction in an employee's ability to safely and effectively perform the essential functions of their position.

The use, possession, sale, distribution, or manufacture of illegal drugs, or the misuse of prescription or over-the-counter medication, during working time or on District premises is prohibited.

The lawful use of prescribed medication is permitted only if it does not impair the employee's ability to perform job duties safely and does not pose a risk to the employee, coworkers, or the public. Employees are responsible for notifying the General Manager if a prescribed medication may affect their ability to safely perform their job duties.

The reasonable consumption of alcohol may be permitted at District-approved events occurring outside of normal work hours where alcohol is served, provided such use does not result in impairment, inappropriate conduct, or safety concerns.

#### B. Prohibited Conduct

Consistent with California law, the District will not discriminate against or take adverse action against an employee solely based on lawful off-duty cannabis use or the presence of non-psychoactive cannabis metabolites in an employee's system.

Nothing in this policy permits employees to be impaired by cannabis while on duty or performing District business. Employees are prohibited from possessing, using, or being impaired by cannabis during working time, on District premises, or while operating District equipment or vehicles.

Employees in safety-sensitive positions may be subject to additional restrictions and testing as permitted by law. This policy does not limit the District's obligation to comply with federal drug-free workplace requirements or other applicable regulations.

#### C. Reasonable Suspicion Testing

The District may require drug and/or alcohol testing when there is **reasonable suspicion** that an employee is impaired while on duty or on District property.

Reasonable suspicion must be based on specific, objective, and articulable facts, such as observable behavior, appearance, speech, or performance indicators, and must be documented in writing.

Only the General Manager, Office Manager, Division Supervisors, or other designated personnel trained in recognizing impairment may authorize reasonable suspicion testing.

Employees who are reasonably suspected of impairment will be removed from duty pending further evaluation and will not be permitted to continue working. The District will arrange appropriate transportation to a testing facility and/or the employee's residence, as necessary.

An employee's refusal to submit to authorized testing may result in disciplinary action, up to and including termination of employment.

#### D. Federally Mandated Testing

The District will comply with all drug and alcohol testing requirements mandated by federal or state law, including those under the Drug-Free Workplace Act and U.S. Department of Transportation (DOT) regulations. Employees subject to federally mandated testing are required to comply with all applicable testing protocols.

#### E. Random Testing – Safety Sensitive Positions

Employees in designated safety-sensitive positions may be subject to random drug and/or alcohol testing as permitted by law. Random testing will be conducted by an independent third-party administrator using lawful selection and testing procedures. Employees subject to DOT testing requirements are excluded from this section.

Safety-sensitive positions are identified in Appendix D of this Handbook.

#### F. Post-Accident Testing

Employees may be required to undergo drug and/or alcohol testing following a workplace accident involving District equipment or vehicles that results in injury or property damage, where there is reasonable suspicion that impairment may have contributed to the incident.

Testing will be conducted as soon as practicable following the incident. Leaving the accident scene without authorization prior to testing may be considered a refusal to test and may result in disciplinary action, up to and including termination.

#### G. Testing Procedures

All drug and alcohol testing will be conducted in a manner that respects employee privacy and complies with applicable laws.

1. Employees may be required to sign consent and release forms as a condition of employment.
2. Test results will be maintained confidentially on a need-to-know basis.
3. Employees may request a copy of their test results.
4. Employees may request an independent analysis of a retained sample at their own expense.
5. Testing laboratories will be properly certified and authorized.

#### H. Disciplinary Action and Rehabilitation

Violation of this policy may result in disciplinary action, up to and including termination of employment.

At the District's discretion and where permitted by law, an employee who tests positive or admits to impairment may be offered the opportunity to participate in a rehabilitation or treatment program. Participation in such a program does not guarantee continued employment or reinstatement.

Any conditions of continued employment or reinstatement will be determined on a case-by-case basis and may include follow-up testing and written agreements.

#### I. Voluntary Requests for Assistance

Employees who voluntarily seek assistance for substance dependency prior to any policy violation or disciplinary action are encouraged to do so and may be eligible for leave or referral to available support resources, subject to District approval and operational needs.

#### J. Drug-Free Workplace Act Reporting

Employees performing work related to a government contract or grant must notify the District within five (5) calendar days of any criminal conviction for a drug-related offense occurring in the workplace, as required by the Drug-Free Workplace Act.

**Appendix A**

**LIST OF VIOLATIONS OF DISTRICT RULES AND REGULATIONS LIKELY TO LEAD TO  
DISCIPLINE - UP TO AND INCLUDING TERMINATION**

<b>VIOLATIONS OF DISTRICT RULES AND REGULATIONS</b>
Theft
Reporting for shift under the influence of alcohol or illegal drugs, including prescription drugs without a valid prescription, or using the above while on duty.
Falsifying official documents, logs, records, reports, etc.
Sleeping while on duty.
Utilizing District property for personal business.
Leaving early without supervisor authorization.
Refusal or failure to perform work assigned, or to comply with supervisor's instructions.
Possession of any alcoholic beverage on District property.
Possession of illegal drugs, including legal prescriptions drugs without a valid prescription.
Carelessness in the performance of duty.
Excessive tardiness or absenteeism.
Failure to notify supervisor when unable to report for work.
Use or possession of any un-authorized weapon.
Dishonesty
Neglect of duty
Incompetence or inefficiency
Misuse of District property
Discourteous treatment of the public or fellow employees

\* This is not an exhaustive list of potential violations of PVCSD rules and regulations.

**Appendix B**

**Pauma Valley Community Services District  
Security Personnel Policy**

RE: Uniforms/Equipment

**Effective immediately:** Each Patrol Officer shall have the following while on duty.

- Clean Uniform
- Polished Badge
- Name Tag
- Clean Shoes

**Equipment:**

- Duty Belt
- Chemical Spray
- Handcuffs/keys
- Flashlight

This policy is effective immediately. Failure to comply with District Policy will result in disciplinary action.

**Equipment Subject to inspection at request of the General Manager or Security Supervisor at anytime while the officer is on duty.**

**First Offense:** Verbal and/or Written Warning.

**Second Offense:** 3 Day Suspension without Pay.

**Third Offense:** Supervisory Review/Subject to Termination.

Employee: (print name) \_\_\_\_\_ Signature: \_\_\_\_\_  
Security Supervisor: \_\_\_\_\_  
General Manager: \_\_\_\_\_

## Appendix C

### **Pauma Valley Community Services District Employee Benefits Summary**

#### **HEALTH INSURANCE**

The District currently offers a choice of HMO Gold Plans through California Choice Administrators. The District pays 80% of the premium for health insurance for employees and their dependents. Employees can choose plans annually during the open enrollment period in December, or anytime there are major life-changing events (i.e. marriage, birth, death). Employees become eligible for this optional benefit the first day of the month following 60 days of employment.

#### **HEALTH REIMBURSEMENT ACCOUNT**

Full time employees will receive an annual Health Reimbursement Account based on their family status. The approved annual amount will commence on January 1 of each year and expire December 31 of each year. The amount is available to all full-time employees after the successful completion of their one hundred and eighty (180) probational period, regardless if health insurance benefits have been elected through the District or not. An employee may use their HRA retroactively to cover qualifying expenses accrued during their probational period. This amount can be used to offset the employee contribution paid each pay period, and/ or receipts for medical services to be reimbursed can be submitted with the completed Request for Reimbursement Form. New hires will receive a prorated amount based on the number of remaining months in the year.

- \$1,250 is provided to an individual.
- \$1,750 is provided to an employee who is married or in a legal partnership.
- \$2,250 is provided to an employee who is married or in a legal partnership with one or more children, or a single parent with one or more children.

#### **LIFE INSURANCE**

Group Term Life Insurance is provided by Principal Life Insurance Company with a benefit amount of \$50,000 at no cost to the employee. Employees become eligible for this benefit the first day of the month following 90 days of employment for the duration of their employment. Effective 7/1/2022 all new employees must complete the Principal Life Insurance Company Evidence of Insurability Health Questionnaire (EOI). If determined to be ineligible by Principal Life Insurance Company based on the EOI, the Group Term Life Insurance benefit coverage will be \$25,000 at no cost to the employee.

#### **PENSION PLAN**

The District contracts with the California Public Employees Retirement System (CalPERS):

- 3% @ 60 benefit formula for Classic Members – eligible existing members only
- 2% @ 62 benefit formula for PEPRAs members – any employee hired after 1/1/2013

## **SOCIAL SECURITY**

The District participates in the Social Security System. The current employee contribution rate is 6.2%.

## **DEFERRED COMPENSATION**

The district offers an IRS Section 457 Deferred Compensation Plan with CalPERS. The CalPERS 457 is on an individual voluntary basis. Employees are eligible to begin making contributions at any point in their employment and may adjust contribution amounts at any time.

## **HOLIDAYS**

The District observes the following paid holidays. Any employee who works any portion of a shift on the following days shall be paid Double Time for the entire shift worked.

New Year's Day - January 1  
Martin Luther King Jr. Day – third Monday in January  
Presidents Day - third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Veterans' Day – November 11  
Thanksgiving Day - fourth Thursday in November  
Black Friday Day – fourth Friday in November  
Christmas Day - December 25  
One Floating Holiday - to be selected by employee per calendar year (Floating Holiday does not carry over and is subject to Supervisor or Managerial approval and is based on operational needs)

For Administrative Staff and Utility Staff only: If a holiday falls on a Saturday, the preceding Friday will be observed. If any holiday falls on a Sunday, the following Monday will be observed.

## **VACATIONS**

Regular full-time employees accrue vacation hours from date of hire. The annual accumulation is based on completed years of service. Vacation may be taken at any time provided the employee has completed the Vacation Request and submitted to their supervisor for approval or denial.

From hire date, but less than 5 years of continuous employment: 3.08 hours per pay period (80 hours per year)

More than 5 years, but less than 15 years of continuous employment: 4.62 hours per pay period (120 hours per year)

More than 15 years of continuous employment: 6.16 hours per pay period (160 hours per year)

Employees are permitted to take all or a portion of their vacation each year and to accumulate vacation time up to a maximum of 160 hours. Accumulated hours above 160 will be automatically paid out with payroll. Employees may choose to sell back any unused portion of their vacation accrual. Any employee that has vacation accrual at the time of separation from the District will be paid the balance of the vacation accrual on their final paycheck.

### **SICK LEAVE**

The District offers sick leave accrual of 78 hours per calendar year. Unused sick leave is accumulated from year to year up to a maximum of 180 hours. This may be used to cover an employee's time off due to illness, injury, attending medical and/ or dental appointments, and to care for an immediate family member with any of the aforementioned issues.

### **WORKERS COMPENSATION**

The district is insured with The Zenith for work-related injuries. Medical Provider Notices are posted in the District Office for review by any employee.

### **STATE DISABILITY PROGRAM**

Disability Insurance is administered by State of California (SDI) to help protect against wage loss because of a non-occupational illness or injury in which all accrued sick time has been exhausted. More information is available on the EDD website.

### **UNEMPLOYMENT INSURANCE**

Unemployment insurance is payable to employees who have met all of the eligibility requirements of the law. No cost to employee. Please visit the EDD website for more information.

### **USE OF PERSONAL PHONE**

In some cases, employees are required to use their personal phone while conducting District business. If this is deemed necessary for your position by the General Manager, a cell phone reimbursement is available in the amount of \$40 per month. If the employee chooses not to use their personal phone, a District phone will be issued.

### **ELECTRIC VEHICLE CHARGING**

Employees are permitted to use the electric vehicle charging stations located at the District Office with prior approval from PVCSD management.

### **ADMINISTRATIVE EMPLOYEES ALSO RECEIVE**

*SCHEDULE:* Administrative employees work a 9/80 schedule over a two-week period. The regular schedule is 7:30 A.M. to 4:30 P.M. four (4) days per week, with alternating Fridays off. On scheduled working Fridays, hours are 8:00 A.M. to 4:00 P.M., unless modified by management.

### **UTILITY EMPLOYEES ALSO RECEIVE**

*SAFETY BOOTS:* Utility employees are reimbursed up to a maximum of \$100.00 per calendar year for steel-toe safety boots and insoles. Proof of purchase required.

*UNIFORMS:* It is the District's policy that utility employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All utility employees are supplied with tee shirts. Uniform pants and shirts will be reimbursed by the District up to \$150 per calendar year per utility employee with proof of purchase.

*STAND-BY PAY:* Utility Employees assigned stand-by duty shall receive a daily rate of \$10 for weekdays; \$50 for weekends; \$50 for District observed holidays.

*SCHEDULE:* Utility Employees work a 9/80 schedule as follows 7:00 am to 4:00 pm four (4) days a week and have every other Friday off; working Fridays have a schedule of 7:00 am to 3:00 pm, unless modified by management.

**GATE EMPLOYEES ALSO RECEIVE**

*UNIFORMS:* It is the District's policy that gate employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All gate employees are supplied with shirts, name tag, sweater, jacket and a beanie and/or hat. Uniform articles will be reimbursed by the District up to \$50 per calendar year per gate employee with proof of purchase.

*SHIFT DIFFERENTIAL PAY:* Due to the round the clock nature of this Division the following differentials will be paid on top of the regular pay rate:

- Shift A – 12 midnight to 8 am - \$4.50/ per shift
- Shift B – 8 am to 4 pm - \$0 / per shift
- Shift C – 4 pm to 12 midnight - \$3.50 / per shift

*SCHEDULE:* Gate Employees work five (5) 8-hour shifts per week, unless modified by management.

**SECURITY EMPLOYEES ALSO RECEIVE**

*UNIFORMS:* It is the District's policy that security employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All security employees are supplied with blouses, matching pants, a badge, all weather jacket, and a beanie. Uniform boots will be reimbursed by the District up to \$100 per every two (2) calendar years per security employee with proof of purchase. Uniform articles needing to be replaced will be reimbursed up to one hundred dollars (\$100), once per calendar year.

*SHIFT DIFFERENTIAL PAY:* Due to the round-the-clock nature of this Division the following differentials will be paid on top of the regular pay rate:

- Shift A – 12 midnight to 8 am - \$4.50/ per shift
- Shift B – 8 am to 4 pm - \$0 / per shift
- Shift C – 4 pm to 12 midnight - \$3.50 / per shift

*SCHEDULE:* Security Employees work four (4) 10-hour shifts per week, unless modified by management.

**Appendix D**

**Pauma Valley Community Services District  
Safety Sensitive Positions**

General Manager  
Security Division Supervisor  
Security Patrol Officers  
Utility Division Supervisor  
Utility Worker I  
Utility Worker II



**Acknowledgement of Receipt of EMPLOYEE HANDBOOK**

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of the Employee Handbook, issued by **Pauma Valley Community Services District** (the District or PVCSD) on \_\_\_\_\_, 20\_\_\_. I have promptly read and fully understand its contents. I agree to observe and abide by the conditions of employment, policies, and rules contained in this Handbook. I understand that this Handbook refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions, as these documents are controlling.

*I understand and agree that my relationship with the District is “at-will,” which means that my employment is for no definite period and may be terminated by me or by the District at any time and for any reason with or without cause or advance notice.*

I understand that the District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the District is at will. I understand and agree that the terms of my at-will employment may not be modified or superseded except by a written agreement signed by me and the General Manager of the District, and as authorized by the District’s Board of Directors, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the General Manager of the District.

I also acknowledge receipt of the District’s Harassment, Discrimination, and Retaliation policy set forth in this Handbook, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

My signature below certifies that I understand that the foregoing agreement is between the District and me concerning my employment and the circumstances under which my employment may be terminated. I also understand that if I violate the rules, policies, and procedures set forth herein, I may be subject to discipline, up to and including termination of my employment. This Handbook supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Handbook, I can discuss those with my supervisor or General Manager.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

# On-Duty Meal Period Agreement (California Labor Law)

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

## Purpose:

This agreement is made in accordance with California Labor Code § 512 and applicable IWC Wage Orders, which allow an on-duty meal period only when the nature of the work prevents an employee from being relieved of all duty, and when the employee consents in writing.

## Terms of the Agreement:

### 1. Nature of the Work:

The employee's position requires continuous on-duty presence and immediate response to operational needs. Due to the essential nature of the services provided and the absence of available relief personnel, the employee cannot be relieved of all duty during meal periods. Examples specific to this role (optional): \_\_\_\_\_

### 2. On-Duty Meal Period:

- The meal period will be considered on-duty, paid, and counted as time worked.
- The meal period will be at least thirty (30) minutes in duration.
- The employee will be permitted to eat during the meal period.
- Due to the nature of the position, the employee may be required to respond to work duties during the meal period. The employee acknowledges that interruptions are inherent to the role.
- This agreement does not waive the employee's right to paid rest breaks.
- Employee understands that working through an on-duty meal period does not entitle the employee to leave work prior to the end of their scheduled shift.

### 3. Voluntary and Revocable:

- This agreement is entered into voluntarily by the employee.

4. This agreement may be revoked at any time, in writing, by either the employee or the District. No employee will be subject to retaliation or discipline for refusing to sign or for revoking this agreement.

### Acknowledgment of Rights:

- The employee understands they would otherwise be entitled to an off-duty, unpaid 30-minute meal period.
- The employee acknowledges that the nature of their work prevents them from being relieved of all duty for a compliant off-duty meal period.
  1. By signing this agreement, the employee knowingly and voluntarily agrees to an on-duty, paid meal period under the conditions described above. Off-duty meal breaks will require a modification to your working hours to compensate for the 30 minute off-duty meal break period, ensuring all regular hours of work are maintained.

**Acknowledgment and Signatures**

I have read and understand this agreement. I acknowledge that I am voluntarily agreeing to an on-duty, paid meal period due to the nature of my work, and that I may revoke this agreement at any time, in writing, without fear of retaliation. **Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employer Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Retention:**

This signed agreement will be kept in the employee’s personnel file and maintained in accordance with California labor law recordkeeping requirements.

# Pauma Valley CSD Second Meal Period Waiver Agreement (California Labor Law)

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Work Location: \_\_\_\_\_

## Purpose:

This agreement documents the mutual waiver of the second meal period for shifts exceeding ten (10) hours but not more than twelve (12) hours, in accordance with California Labor Code § 512 and applicable IWC Wage Orders.

## Conditions of Waiver

By signing below, the employee and employer acknowledge and agree to the following:

1. The employee's work shift exceeds ten (10) hours but does not exceed twelve (12) hours in a workday.
2. The employee has been provided a compliant first meal period in accordance with District policy and applicable California law.
3. The employee voluntarily chooses to waive the second thirty (30) minute meal period.
4. This waiver is entered into by mutual consent of the employee and the District.
5. This waiver may be revoked at any time, in writing, by either the employee or the District.
6. No employee will be subject to retaliation or discipline for refusing to sign or for revoking this waiver.
7. Employee understands that waiving the second meal period does not entitle the employee to leave work prior to the end of their scheduled shift.

## Revocation Clause

This waiver may be revoked by the employee or the employer at any time with written notice. Upon revocation, the second meal period will be provided in accordance with California law.

## Acknowledgment and Agreement

I understand my right to a second 30-minute meal period on shifts longer than 10 hours. I voluntarily agree to waive that right under the conditions listed above. I understand that I can revoke this agreement at any time in writing without fear of retaliation.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employer Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Retention:

A copy of this signed waiver will be placed in the employee's personnel file and maintained in accordance with California recordkeeping requirements.

**Pauma Valley Community Services District  
Fiscal Year 2026/27 Proposed Budget**

	A	B	A	B	C	D	E
	FY 25 Actuals 6/30/25	FY 25 Final Budget	FY 26 YTD 4/30/26	FY 26 Adopted Budget	FY 26 Amended Budget	FY 27 Proposed Draft Budget	\$ Budget to Amended Budget Variance
<b>1 REVENUE</b>							
2 Sewer Charges	\$ 547,163	\$ 565,198	\$ 539,190	\$ 597,500	\$ 673,490	\$ 790,620	193,120
3 Security Patrol Charges	637,931	636,053	591,936	672,100	719,866	830,840	158,740
4 Security Gate Charge	515,790	515,790	460,020	546,800	553,388	595,850	49,050
5 Property Tax	148,532	136,774	139,848	138,600	138,600	144,870	6,270
6 Interest	(20)	-	28	-	-	-	-
7 RPMWC Lease	30,000	30,000	37,500	24,000	34,544	18,000	(6,000)
8 Admin Services	1,987	-	1,460	-	-	-	-
9 Grant Revenue	-	-	43,006	-	-	-	-
10 Other Revenue	16,448	8,520	30,761	8,500	8,520	23,020	14,520
<b>11 TOTAL REVENUE</b>	<b>1,897,831</b>	<b>1,892,335</b>	<b>1,843,750</b>	<b>1,987,500</b>	<b>2,128,408</b>	<b>2,403,200</b>	<b>415,700</b>
<b>12 EXPENSE</b>							
<b>13 Salaries and Benefits</b>							
14 Salaries	843,796	787,000	824,235	924,700	956,600	1,158,900	234,200
15 Health Insurance	118,141	108,700	86,083	108,700	108,700	115,700	7,000
16 Payroll Taxes	70,778	63,168	64,166	70,700	81,400	84,300	13,600
17 PERS	(137,971)	69,100	85,752	96,200	111,000	136,000	39,800
18 Uniforms	1,669	2,650	779	2,500	2,500	2,500	-
19 Workers' Comp. Ins	23,766	23,220	21,291	25,500	25,500	26,500	1,000
<b>20 Total Salaries &amp; Benefits</b>	<b>920,179</b>	<b>1,053,838</b>	<b>1,082,307</b>	<b>1,228,300</b>	<b>1,285,700</b>	<b>1,523,900</b>	<b>295,600</b>
<b>21 Operations &amp; Administrative Expenses</b>							
22 Dwelling Live	9,948	8,900	8,592	10,500	10,500	21,100	10,600
23 Electricity	66,978	59,570	66,498	65,000	65,000	44,300	(20,700)
24 Liability Insurance	73,416	58,200	49,690	64,000	64,000	71,800	7,800
25 Miscellaneous	3,957	3,500	528	2,500	2,500	2,500	-
26 Telephones	10,158	15,200	6,521	10,000	10,000	6,900	(3,100)
27 Postage	4,530	4,900	4,227	4,900	4,900	4,900	-
28 Operator Contract Services	92,547	92,400	72,300	102,000	97,000	104,400	2,400
29 Oak Tree Repair & Maint.	12,596	5,000	-	5,000	5,000	15,000	10,000
30 Sewer line maintenance	23,241	35,000	48,964	30,000	50,000	63,500	33,500
31 Sludge Removal	11,760	54,600	11,760	20,000	15,000	15,000	(5,000)
32 SCADA Maintenance	475	-	133,330	1,000	1,000	6,000	5,000
33 Plant Repairs & Maintenance - Other	44,958	20,000	35,787	30,000	40,000	50,000	20,000
34 Building Repairs & Maintenance	18,606	20,000	12,962	15,000	16,000	26,000	11,000
35 Airpark maintenance	-	1,000	-	1,000	-	-	(1,000)
36 Gate Repairs & Maintenance	54,902	37,600	34,999	40,000	40,000	33,000	(7,000)
37 Repairs & Maintenance - Other	-	-	-	10,000	10,000	10,000	-
38 Office Supplies	33,665	27,100	27,561	20,000	30,000	31,500	11,500
39 Utility Shop Supplies	1,767	1,000	1,526	1,500	1,500	1,500	-
40 Security Supplies	4,096	1,280	3,670	1,300	5,000	5,000	3,700
41 Gate Supplies	4,930	2,300	6,181	5,000	5,000	5,000	-
42 Vehicles	18,775	16,400	16,466	20,000	20,000	52,300	32,300
43 Drainage	21,800	12,000	15,215	30,000	30,000	30,000	-
44 State Maint. Fee	32,150	31,000	32,150	33,000	32,200	34,000	1,000
45 Water Tests & Analysis	6,327	12,400	5,822	10,000	10,000	7,000	(3,000)
46 Fees	12,028	9,500	14,895	16,000	16,000	16,000	-
47 Engineering	21,889	30,000	8,548	15,000	15,000	30,000	15,000
48 Professional Services	38,146	44,500	78,630	56,000	56,000	44,000	(12,000)
49 Pre-employment Gates	156	300	117	300	300	300	-
50 Schools & Meetings	11,684	13,000	8,481	10,000	10,000	12,500	2,500
51 Strategic Plan	-	-	20,000	20,000	20,000	-	(20,000)
52 Audit	11,200	10,500	10,970	11,200	11,200	11,200	-
53 Accounting	50,838	54,000	34,607	50,000	50,000	70,000	20,000
54 Solar Loan Debt Service	-	-	-	-	-	15,000	15,000
55 Solar System Maintenance	-	-	-	-	-	-	-
56 Legal	47,568	57,000	23,025	40,000	40,000	35,000	(5,000)
57 Contingency	-	25,000	-	-	-	4,600	4,600
<b>58 Total Operations &amp; Admin Expenses</b>	<b>702,911</b>	<b>763,152</b>	<b>799,960</b>	<b>750,200</b>	<b>783,100</b>	<b>879,300</b>	<b>129,100</b>
<b>59 TOTAL EXPENSE</b>	<b>1,623,090</b>	<b>1,816,990</b>	<b>1,882,267</b>	<b>1,978,500</b>	<b>2,068,800</b>	<b>2,403,200</b>	<b>424,700</b>
<b>60 NET REVENUE / (EXPENSE) BEFORE CAPITAL</b>	<b>\$ 274,741</b>	<b>\$ 75,344</b>	<b>\$ (38,517)</b>	<b>\$ 9,000</b>	<b>\$ 59,608</b>	<b>\$ -</b>	<b>\$ (59,608)</b>
<b>61 Capital</b>							
62 Capital Expense Reserves	-	-	-	-	-	-	-
63 Capital - Facilities	-	68,844	-	-	-	-	-
64 Capital - Equipment	-	6,500	-	41,600	41,600	-	(41,600)
65 Capital - Vehicle	-	-	-	-	-	-	-
<b>66 TOTAL EXPENSE FROM CAPITAL</b>	<b>-</b>	<b>75,344</b>	<b>-</b>	<b>41,600</b>	<b>41,600</b>	<b>-</b>	<b>(41,600)</b>
<b>67 NET REVENUE / (EXPENSE)</b>	<b>\$ 274,741</b>	<b>\$ 0</b>	<b>\$ (38,517)</b>	<b>\$ (32,600)</b>	<b>\$ 18,008</b>	<b>\$ -</b>	<b>\$ (18,008)</b>
<b>Beginning Operating Cash</b>				<b>100,000</b>		<b>100,000</b>	
<b>Ending Operating Cash</b>	<b>\$ 274,741</b>	<b>\$ 75,344</b>	<b>\$ (38,517)</b>	<b>\$ 109,000</b>	<b>\$ 59,608</b>	<b>\$ 100,000</b>	
<b>Beginning Operating Reserves</b>				<b>200,000</b>		<b>200,000</b>	
<b>Ending Operating Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>	

# Pauma Valley Community Services District

## Preliminary Budget Narrative – Fiscal Year 2026-2027

### Introduction

The Fiscal Year 2026–2027 Proposed Budget reflects updated operating conditions, infrastructure maintenance needs, contractual obligations, and implementation of the District’s recently completed Cost of Service Analysis (COSA). The budget incorporates revised sewer, patrol, and gate service revenues adopted by the Board to better align revenues with operational costs and long-term financial sustainability goals.

The FY 2026–2027 budget continues the District’s focus on maintaining essential infrastructure, preserving service levels, planning for future operational and capital needs, and responsibly managing District resources while remaining responsive to regulatory and operational requirements.

### Budget Summary

The FY 2026–2027 Proposed Budget projects total revenues of approximately \$2,403,200 and total expenditures of approximately \$2,403,200, resulting in a balanced budget.

The budget reflects implementation of updated rates following completion of the District’s Cost of Service Analysis and includes adjustments related to revised EDU counts, infrastructure maintenance needs, operational planning, solar project implementation, and anticipated future obligations.

### Revenue

**2. Sewer Charges:** Sewer revenue is projected based on updated EDU counts and the adopted wastewater rate structure following completion of the Cost of Service Analysis. Revenue projections were adjusted following corrections to EDU counts identified after the COSA was completed, including a temporary EDU reduction for El Rey. The FY 2026–2027 proposed sewer revenue is approximately \$790,620.

**3. Security Patrol Charges:** Security patrol revenue is based on current service levels and updated monthly rate of \$169.59 per EDU. Projected annual patrol revenue of approximately \$830,840.

**4. Security Gate:** Gate service is calculated using current EDU count and updated monthly rate of \$132.41 per EDU. Projected annual gate revenue of approximately \$595,850.

**5. Property Tax:** Property tax revenue is budgeted based on historical trends and projected county distributions. Staff will continue evaluating allocation methodologies between operational funds to improve transparency and consistency with COSA reserve planning.

**6. Interest:** Not budgeted due to low cash balances.

**7. RPMWC Lease:** Lease revenue primarily consists of rental revenue received from Rancho Pauma Mutual Water Company (RPMWC). Lease revenue decreased due to revised negotiations and updated shared cost assumptions with RPMWC.

**8. Admin Services:** Includes minor revenues from mailbox key sales, notary services, and similar items. These items are not budgeted for as they are on an as-needed basis for residents.

**9. Grant Revenue:** The District continues pursuing reimbursement requests related to the SCADA improvement project and technology-related training expenses. Outstanding reimbursement requests submitted during FY 2025–2026 are anticipated to be received in future periods.

**10. Other Revenue:** Other revenue primarily includes finance charges and RFID sales associated with the District’s gate access system.

## Expense

### Salaries and Benefits

This category includes compensation and benefits for all District personnel.

**14. Salaries:** Salaries for administrative, security, and utility staff, including projections for up to a 5% merit increase, recently approved 3% COLA, and the addition of a part-time Office Clerk position and a full-time Utility Worker position to support operational and administrative needs.

**15. Health Insurance:** Health Insurance with the District covering 80% of premiums, 100% district-provided life insurance, and Health Reimbursement Accounts (HRA).

**16. Payroll Taxes:** Employer-paid payroll taxes.

**17. PERS:** Employer-paid CalPERS retirement contributions.

**18. Uniforms:** Uniform allowances and reimbursements for Security and Utility Divisions.

**19. Workers' Comp. Ins.:** Workers’ compensation insurance costs are projected based on current rates and anticipated payroll exposure.

### Operations & Administrative Expenses

Operating expenses reflect the cost of delivering services, maintaining infrastructure, and supporting administration:

**22. Dwelling Live:** The DwellingLive budget includes gate access management software, RFID access management, mobile application access, visitor tracking, incident reporting, and SMS notification services. The FY 2026–2027 budget reflects a contractual software increase effective October, RFID-related expenses previously budgeted under Gate Repairs and Maintenance, and monthly SMS service fees.

**23. Electricity:** Electricity costs are projected based on current usage trends and anticipated operational needs. Budget assumptions currently do not rely on projected solar-related operational savings until financing and implementation details are finalized.

**24. Liability Insurance:** Includes the cost to protect the district from claims related to others’ bodily injury, property damage, and more. Increase 10% in line with assumptions of trends.

**25. Miscellaneous:** Various expenses that are small in nature.

**26. Telephones:** Includes costs for telephone services for administrative office and Security Division. This budget decreases due to the last fiscal year budgeted for new phone service and the only cost is monthly payments.

**27. Postage:** Includes an estimated annual expense amount related to mailing invoices and district-related correspondence.

**28. Operator Contract Services:** This line item reflects contracted wastewater treatment plant operational services provided by Water Quality Specialists, including anticipated contractual rate increases.

**29. Oak Tree Repair & Maintenance:** The budget increase reflects anticipated repairs related to discharge piping and preventative maintenance needs.

**30. Sewer Line Maintenance:** Covers costs for maintaining the sewer lines to ensure proper functioning and prevent blockages. This includes expenses for regular semi-annual cleanings and

targeted hot spot cleanings. The amount reflects the updates needed to the Sewer System Management Plan.

**31. Sludge Removal:** Sludge removal expenses are budgeted conservatively to account for anticipated hauling and disposal needs during the fiscal year. The FY 2026–2027 Proposed Budget assumes a portion of the fiscal year will continue at the currently negotiated favorable pricing; however, if costs increase or operational needs change, staff will return to the Board with a proposed budget amendment as needed.

**32. SCADA Maintenance:** With the SCADA project substantially complete, this line item now reflects anticipated ongoing maintenance, software support, and repair-related expenses. Sludge removal expenses are budgeted conservatively to account for potential cost increases and an estimated four sludge hauling events during the fiscal year. While the District was able to benefit from favorable negotiated pricing during the current fiscal year, continued reduced pricing is not assumed in the FY 2026–2027 Proposed Budget.

**33. Plant Repairs & Maintenance- Other:** This budget category includes preventative and operational repairs related to treatment plant infrastructure, including Pump #1 repairs and potential activation work associated with the wastewater treatment plant dormant train and Water Quality Specialist recommendations.

**34. Building Repairs & Maintenance:** Building maintenance expenses include routine facility maintenance, office camera system repairs, and administrative facility-related improvements.

**35. Airpark Maintenance:** Allocation for maintenance of the pavement associated with the airpark area of PVCC, per the land lease agreement adopted by both parties in 2015.

**36. Gate Repairs & Maintenance:** This line item includes preventative maintenance and operational repairs associated with the gate access system. RFID purchase expenses previously included in this category were transferred to the DwellingLive budget for improved tracking.

**37. Repairs & Maintenance:** Includes routine/preventative repairs and maintenance of the gate access assets. Increase due to inflation of costs and anticipated projects to be completed

**38. Office Supplies:** Includes the expenses for essential office supplies required the day-to-day operations of the organization. The estimate is based on historical usage data, expiring leases, projected needs, and changes to expense amounts with recent transitions.

**39. Utility Shop Supplies:** Includes expenses related to necessary supplies for the utility worker operations.

**40. Security Supplies:** Expenses related to necessary supplies, essential for the effective operation of our Security Patrol services.

**41. Gate Supplies:** Expenses related to necessary supplies, essential for the effective operation of our Gate Access services and anticipated upgrades.

**42. Vehicles:** Vehicle expenses include maintenance, fuel, and operational costs associated with District vehicles. The budget also includes assumptions related to replacement planning for utility and patrol vehicles, including potential lease obligations for two electric vehicles.

**43. Drainage:** Reflects anticipated project work and preventive maintenance.

**44. State Maint. Fee:** Includes expenses related to the State Water Resources Permit fees, a crucial component of regulatory compliance requirements for treatment plant operations.

**45. Water Tests & Analysis:** Covers expenses for laboratory fees for necessary analysis determined by regulatory requirements, operational needs, and best practices for wastewater treatment.

- 46. Fees:** Includes various miscellaneous fees incurred by the District, including membership dues for the California Special Districts Association (CSDA). Estimates are based on membership dues schedules and any possible changes in rates.
- 47. Engineering:** Engineering expenses include support for operational planning, infrastructure evaluations, annexation-related planning activities, LAFCO-related expenses, and capital improvement consulting services.
- 48. Professional Services:** Professional Services includes Information Technology support and other specialized consulting services necessary to support District operations.
- 49. Pre-Employment:** Includes expenses related to pre-employment drug screening tests for new hires. Ensuring a drug-free workplace is critical for maintaining a safe and productive environment.
- 50. Schools & Meetings:** Covers expenses that are associated with providing educational opportunities, professional development for our staff to excel in their roles, and work-related lunch gatherings.
- 51. Strategic Plan:** The Strategic Plan project was completed during FY 2025–2026 and is therefore not included in the FY 2026–2027 Proposed Budget.
- 52. Audit:** Includes costs related to the annual financial audit.
- 53. Accounting:** Includes costs for contract accounting services. This budget covers fees for services such as advisory support provided by professional accounting firms, ensuring compliance with financial regulations, accurate reporting, and efficient financial management.
- 54. Solar Loan Debt Service:** A new budget line item was added for anticipated financing obligations related to the District’s solar project. The budget reflects estimated annual loan payments based on current project assumptions.
- 56. Legal:** Legal expenses include ongoing general counsel support, labor-related matters, operational legal services, and annexation-related legal review.
- 57. Contingency:** A small contingency allocation has been included to provide flexibility for unanticipated operational or infrastructure-related expenses during the fiscal year.

## **Reserves and Financial Planning**

The District's recently completed Cost of Service Analysis identified recommended reserve targets for wastewater, patrol, and gate operations. Currently, the FY 2026–2027 Proposed Budget does not include dedicated reserve funding contributions. Staff and the Board intend to revisit reserve funding and potential year-end transfers during the fiscal year and as part of the year-end budget review process, depending on operational expenditures, contingency usage, and available surplus funds.

Certain repair and maintenance expenditures included in the FY 2026–2027 budget reflect infrastructure-related improvements and asset preservation needs identified during the Cost of Service Analysis process.

## **Conclusion**

The FY 2026–2027 Proposed Budget reflects the District's continued commitment to maintaining reliable services, meeting operational and regulatory obligations, and responsibly managing District resources. The budget incorporates updated revenues based on the recently completed Cost of Service Analysis while addressing current operational needs, infrastructure maintenance, and anticipated future obligations.

While the budget does not currently include dedicated reserve funding contributions, the District will continue monitoring revenues, expenditures, and year-end financial performance throughout the fiscal year. Staff and the Board intend to revisit reserve funding opportunities and financial adjustments during the year-end review process based on actual operational results and available surplus funds.

PVCSD remains committed to long-term financial stability, infrastructure reliability, and maintaining quality service levels for the Pauma Valley community.

**JOB TITLE:** GENERAL MANAGER

**JOB DESCRIPTION**

**Functional Statement**

The General Manager is an At-Will position appointed by the Board of Directors and shall be the administrative head and designated representative of the District. The General Manager serves under the direction and control of the Board except as otherwise provided in District rules, regulations or ordinances. The General Manager is responsible for developing, implementing and executing short- and long-term plans, policies, budgets and strategies to accomplish the District's mission and Board of Directors priorities. The General Manager will at all times perform their duties in accordance with all rules and regulations of the District

**Duties (Duties may include, but are not limited to, the following):**

- Implement policies established by the Board of Directors and enforce all rules and regulations of the District except penal laws and, ensure that all franchises, contracts, permits and privileges granted by the Board of Directors are faithfully observed and ensure that the requirements of applicable law are met with respect to operations and property.
- Plan, direct and implement the fiscal management programs for the District including: budget development, administration, monitoring, and forecasting; prepare resolutions for budget adoption; recommend and participate in the development of Finance related goals, objectives and policies; develop and administer capital budgets; ensure proper tracking, collection, and assignment of cost to projects and functions; ensure timely and accurate billing for services and collection thereof.
- Recommend to the Board of Directors adoption of such budgets, measures, policies, ordinances, and resolutions as deemed necessary.
- Direct and perform professional accounting work, including financial reporting and auditing activities; design and implement procedures to conduct activities in accordance with related laws, ordinances, rules and regulations; provide liaison to auditors and ensure audit compliance; prepare and present annual financial reports and resolutions to the Board; coordinate the annual audit of District financial records and systems.
- Prepare periodic and special financial reports and analyses, including those required for submission to various governmental agencies; report the financial status of the District.
- Keep the Directors at all times fully advised as to the financial condition and needs of the District and ensure that accurate financial records are maintained.

- Ensure proper investment of District funds in priority of security, liquidity and return.
- Administer all contracts or agreements and enter into contracts or agreements within the scope of authority as may be granted by the Board.
- Exercise general supervision over all public buildings and public facilities, and all other public property, which are under the control and jurisdiction of the District.
- Periodically report upon federal grant and aid programs in which the District may be eligible to participate and, upon order of the Board, process applications on behalf of the District for such participation.
- Plan, organize, control, integrate and evaluate the work of all District departments personnel to ensure the success of the District.
- Exercise general supervision over all of the District's services including: utility department (wastewater collections and treatment), security department (patrol and gate services), administrative department and any contract services.
- Recruit, hire, evaluate performance requirements and personal development targets; regularly monitor performance and provide compensation and other rewards to recognize performance; take disciplinary action, up to and including termination, to address performance deficiencies for all employees of the District, in accordance with all ordinances, policies, resolutions, rules and regulations of the District and all applicable laws. The District Counsel is the only exception to the General Managers authority, as this position is appointed by the Board.
- Identify staff development needs and establish and approve training requirements or activities for District employees.
- Ensure the health and safety of District property, personnel, and customers with respect to District operations.
- Provide superior customer service to the community by ensuring that customer inquiries, requests and complaints are dealt with appropriately and professionally.
- Attend Board and Committee meetings (unless excused by the Board President individually or the Board) held on a variety of issues.
- Serving as Clerk of the Board supervise and coordinate meeting logistics; supervise, coordinate and prepare the agenda and the assembly and distribution of agenda packets; update and maintain mailing lists; record roll call votes on agenda items; ensure compliance with legal requirements governing

public notice of Board meetings and the conduct of closed sessions; draft the official minutes and summarize Board meetings and other District meetings; supervise and participate in maintenance of Board records and supervise the recordation of documents; prepare required Board memoranda and resolutions; prepare legal notifications; draft and arrange for the legal publication of notices, postings and public hearing.

- Serve as “custodian of records” and determine the applicability of Public Records Act provisions to various District records; upon request of subpoena, furnish copies of resolutions, minutes, and other official records, certified and sealed as to their validity.
- Maintain District website to ensure timely updates, promote transparency, and comply with all Special District website requirements.
- Handle liaison and coordinating functions with other public agencies, stakeholders or individuals.
- Stay abreast of (and keep the Board of Directors informed) legislative bills which could impact the Districts operation and recommend actions as needed.
- Perform other related duties as may be required or directed by the Board.

## **QUALIFICATIONS**

### **Knowledge of:**

- Theory, principles, practices and techniques of organizational design and development, public administration, financial management and long range planning.
- Principles, practices and techniques involved in the maintenance and operation of potable and non-potable water distribution system and wastewater collection and treatment facility; federal, state and local laws, regulations and court decisions applicable to each.
- Best practices, principles, techniques, and laws related to providing community security patrol and gate access services.
- Principles and practices of budgeting, purchasing and maintenance of public records; organization and functions of an elected board of directors; the Brown Act and other law and regulations governing the conduct of public meetings.
- Principles and practices of effective human resource management and supervision; District personnel policies and procedures and labor contract provisions.
- Principles and practices of sound business communications.

### **Ability to:**

- Analyze and make sound recommendations on management and administrative issues; plan, organize, and direct the operations of a water distribution system and wastewater collection and treatment system.
- Plan, organize, and direct the operations of a security patrol and community gate service.
- Understand, interpret, explain and apply District policies and procedures; present proposals and recommendation clearly, logically and persuasively in public meetings; represent the District effectively in negotiations, establish and ensure compliance with appropriate procedures and controls.
- Establish and maintain effective working relationships with Board members, District staff, other elected and appointed officials, community groups, consultants, and the public.
- Exercise tact and diplomacy in dealing with sensitive, complex and confidential issues and situations.
- Be a continuous learner and seeker of self-development. Have an openness to receiving and acting on development input and goals communicated by the Board of Directors.

## **SELECTION GUIDELINES**

The appropriate knowledge, skills and abilities can be achieved through a variety of combinations of experience and training. A typical example is:

**Experience:** Minimum 5 years of progressively responsible management experience in the operation and maintenance of public utility; or equivalent combination of training and experience.

**Training:** Graduation from a four-year college or university with a major in civil engineering, public or business administration, or a closely related field.

### **Licenses and Certificates:**

Required: California Class C Driver's License.

Desirable: Certified Special District Manager

Desirable: D1 & T1 Water Certification

Desirable: Wastewater Treatment Operator Grade III

## **PHYSICAL REQUIREMENTS / WORKING CONDITIONS**

The essential functions of this position will require the employee to perform the following physical and mental activities:

- Regularly required to use written and verbal communication skills; read and interpret complex data, information and documents; analyze and solve complex, sensitive problems in an ambiguous, dynamic, political environment; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks under intensive and changing deadlines.
- Frequent interruptions.
- Regularly interact with tact, diplomacy and political acumen with Board members, District staff, other elected and appointed governmental officials, community and professional groups, consultants, and the public.
- Regularly uses a telephone for communication.
- Uses office equipment such as a Personal Computer, copier and FAX machine.
- Sit, stand and walk for extended time periods.
- Hearing and vision within normal ranges.
- Carry, push, reach and lift up to 10 - 20 lbs. routinely.
- Reach at above shoulder heights (5%); at shoulder height (5%); below shoulder height (90%).
- Occasionally stoop, kneel or crouch.
- Sufficient manual dexterity to operate equipment.

## **OTHER REQUIREMENTS**

This position is classified as exempt from state and federal overtime pay provisions, because the duties and responsibilities meet the requirements for exemption under the Fair Labor Standards Act. The position will be required to work varying hours, weekends and holidays as the day-to-day job duties may require.

# JOB TITLE: GENERAL MANAGER

## JOB DESCRIPTION

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### Functional Statement

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The General Manager is an At-Will position appointed by the Board of Directors and shall be the administrative head and designated representative of the District. The General Manager serves under the direction and control of the Board except as otherwise provided in District rules, regulations or ordinances. The General Manager is responsible for developing, implementing and executing short- and long-term plans, policies, budgets and strategies to accomplish the District's mission and Board of Directors priorities. The General Manager will at all times perform their duties in accordance with all rules and regulations of the District.

### Duties

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*Duties may include, but are not limited to, the following:*

- Responsible for executive oversight of District functions, with the ability to perform on-call and occasional operational duties as necessary to ensure continuity of services.
- Implement policies established by the Board of Directors and enforce all rules and regulations of the District except penal laws and, ensure that all franchises, contracts, permits and privileges granted by the Board of Directors are faithfully observed and ensure that the requirements of applicable law are met with respect to operations and property.
- Plan, direct and implement the fiscal management programs for the District including: budget development, administration, monitoring, and forecasting; prepare resolutions for budget adoption; recommend and participate in the development of Finance related goals, objectives and policies; develop and administer capital budgets; ensure proper tracking, collection, and assignment of cost to projects and functions; ensure timely and accurate billing for services and collection thereof.
- Recommend to the Board of Directors adoption of such budgets, measures, policies, ordinances, and resolutions as deemed necessary.
- Direct and perform professional accounting work, including financial reporting and auditing activities; design and implement procedures to conduct activities in accordance with related laws, ordinances, rules and regulations; provide liaison to auditors and ensure audit compliance; prepare and present annual financial reports and resolutions to the Board; coordinate the annual audit of District financial records and systems.
- Prepare periodic and special financial reports and analyses, including those required for submission to various governmental agencies; report the financial status of the District.
- Keep the Directors at all times fully advised as to the financial condition and needs of the District and ensure that accurate financial records are maintained.
- Ensure proper investment of District funds in priority of security, liquidity and return.
- Administer all contracts or agreements and enter into contracts or agreements within the scope of authority as may be granted by the Board.

- Exercise general supervision over all public buildings and public facilities, and all other public property, which are under the control and jurisdiction of the District.
- Periodically report upon federal grant and aid programs in which the District may be eligible to participate and, upon order of the Board, process applications on behalf of the District for such participation.
- Plan, organize, control, integrate and evaluate the work of all District departments personnel to ensure the success of the District.
- Exercise general supervision over all of the District’s services including: utility department (wastewater collections and treatment), security department (patrol and gate services), administrative department and any contract services.
- Recruit, hire, evaluate performance requirements and personal development targets; regularly monitor performance and provide compensation and other rewards to recognize performance; take disciplinary action, up to and including termination, to address performance deficiencies for all employees of the District, in accordance with all ordinances, policies, resolutions, rules and regulations of the District and all applicable laws. The District Counsel is the only exception to the General Manager’s authority, as this position is appointed by the Board.
- Identify staff development needs and establish and approve training requirements or activities for District employees.
- Ensure the health and safety of District property, personnel, and customers with respect to District operations.
- Provide superior customer service to the community by ensuring that customer inquiries, requests and complaints are dealt with appropriately and professionally.
- Attend Board and Committee meetings (unless excused by the Board President individually or the Board) held on a variety of issues.
- Serving as Clerk of the Board supervise and coordinate meeting logistics; supervise, coordinate and prepare the agenda and the assembly and distribution of agenda packets; update and maintain mailing lists; record roll call votes on agenda items; ensure compliance with legal requirements governing public notice of Board meetings and the conduct of closed sessions; draft the official minutes and summarize Board meetings and other District meetings; supervise and participate in maintenance of Board records and supervise the recordation of documents; prepare required Board memoranda and resolutions; prepare legal notifications; draft and arrange for the legal publication of notices, postings and public hearing.
- Serve as “custodian of records” and determine the applicability of Public Records Act provisions to various District records; upon request of subpoena, furnish copies of resolutions, minutes, and other official records, certified and sealed as to their validity.
- Maintain District website to ensure timely updates, promote transparency, and comply with all Special District website requirements.
- Handle liaison and coordinating functions with other public agencies, stakeholders or individuals.
- Stay abreast of (and keep the Board of Directors informed) legislative bills which could impact the District’s operation and recommend actions as needed.
- Perform other related duties as may be required or directed by the Board.

## Qualifications

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### Knowledge of:

- Theory, principles, practices and techniques of organizational design and development, public administration, financial management and long range planning.
- Principles, practices and techniques involved in the maintenance and operation of potable and non-potable water distribution system and wastewater collection and treatment facility; federal, state and local laws, regulations and court decisions applicable to each.
- Best practices, principles, techniques, and laws related to providing community security patrol and gate access services.
- Principles and practices of budgeting, purchasing and maintenance of public records; organization and functions of an elected board of directors; the Brown Act and other law and regulations governing the conduct of public meetings.
- Principles and practices of effective human resource management and supervision; District personnel policies and procedures and labor contract provisions.
- Principles and practices of sound business communications.

### Ability to:

- Analyze and make sound recommendations on management and administrative issues; plan, organize, and direct the operations of a water distribution system and wastewater collection and treatment system.
- Plan, organize, and direct the operations of a security patrol and community gate service.
- Understand, interpret, explain and apply District policies and procedures; present proposals and recommendation clearly, logically and persuasively in public meetings; represent the District effectively in negotiations, establish and ensure compliance with appropriate procedures and controls.
- Establish and maintain effective working relationships with Board members, District staff, other elected and appointed officials, community groups, consultants, and the public.
- Exercise tact and diplomacy in dealing with sensitive, complex and confidential issues and situations.
- Be a continuous learner and seeker of self-development. Have an openness to receiving and acting on development input and goals communicated by the Board of Directors.

## Selection Guidelines

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The appropriate knowledge, skills and abilities can be achieved through a variety of combinations of experience and training. A typical example is:

<b>Experience:</b>	Minimum 5 years of progressively responsible management experience in the operation and maintenance of public utility; or equivalent combination of training and experience.
<b>Training:</b>	Graduation from a four-year college or university with a major in civil engineering, public or business administration, or a closely related field.

## Licenses and Certificates

<b>Required:</b>	California Class C Driver's License.
<b>Desirable:</b>	CSDA Certified Special District Manager
<b>Desirable:</b>	D1 & T1 Water Certification
<b>Desirable:</b>	CWEA Collection System Maintenance Grade IV
<b>Desirable:</b>	Wastewater Treatment Operator Grade III

## Physical Requirements / Working Conditions

---

The essential functions of this position will require the employee to perform the following physical and mental activities:

- Regularly required to use written and verbal communication skills; read and interpret complex data, information and documents; analyze and solve complex, sensitive problems in an ambiguous, dynamic, political environment; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks under intensive and changing deadlines.
- Frequent interruptions.
- Regularly interact with tact, diplomacy and political acumen with Board members, District staff, other elected and appointed governmental officials, community and professional groups, consultants, and the public.
- Regularly uses a telephone for communication.
- Uses office equipment such as a Personal Computer, copier and FAX machine.
- Sit, stand and walk for extended time periods.
- Hearing and vision within normal ranges.
- Carry, push, reach and lift up to 10 – 20 lbs. routinely.
- Reach at above shoulder heights (5%); at shoulder height (5%); below shoulder height (90%).
- Occasionally stoop, kneel or crouch.
- Sufficient manual dexterity to operate equipment.

## Other Requirements

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This position is classified as exempt from state and federal overtime pay provisions, because the duties and responsibilities meet the requirements for exemption under the Fair Labor Standards Act. The position will be required to work varying hours, weekends and holidays as the day-to-day job duties may require.



April 1, 2026

Board of Directors and Mr. Eric Steinlicht, General Manager  
Pauma Valley Community Services District  
33129 Cole Grade Road  
Pauma Valley, CA 92061

We are pleased to confirm our understanding of the services we are to provide Pauma Valley Community Services District (District) as of and for the year ended June 30, 2026.

### **Audit Scope and Objectives**

We will audit the business-type activities and each major fund of the District, as of June 30, 2026, and for the year then ended and the related notes, which collectively comprise the District's basic financial statements as listed in the table of contents of the financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) such as management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Proportionate Share of the Net Pension Liability
3. Schedule of Pension Contributions

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA  
Jessica Miller, CPA | Angelika Yartikyan, CPA | Jared Solmosen, CPA | Oscar Gonzalez, CFE

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We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a) For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c) To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
  - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d) For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e) For identifying and ensuring that the District complies with the laws and regulations applicable to its activities;
- f) For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g) For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i) For informing us of any known or suspected fraud affecting the District involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j) For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility:

- a) for the preparation of the supplementary information in accordance with the applicable criteria;
- b) to provide us with the appropriate written representations regarding supplementary information;
- c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and
- d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

## **Nonattest Services**

With respect to any nonattest services we perform,

At the end of the year, we agree to perform the following:

- a) Propose adjusting or correcting journal entries detected during the audit, if applicable, to be reviewed and approved by the District's management.
- b) Word process the financial statements using information provided by management.

We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for:

- a) making all management decisions and performing all management functions;
- b) assigning a competent individual to oversee the services;
- c) evaluating the adequacy of the services performed;
- d) evaluating and accepting responsibility for the results of the services performed; and
- e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- a) We will perform the services in accordance with applicable professional standards
- b) The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the District with regard to tax positions taken in the preparation of the tax return, but the District must make all decisions with regard to those matters.

## **Reporting**

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

## ***Preparation of State Controller Report***

### **Our Responsibilities**

The objective of our engagement is to prepare the annual Financial Transactions Report (FTR) in accordance with the California State Controller's Office Instructions based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the FTR.

Our engagement cannot be relied upon to identify or disclose any FTR misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

**Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the FTR in accordance with the State Controller's Office Instructions. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your FTR in accordance with SSARs:

- a) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- c) The prevention and detection of fraud
- d) To ensure that the District complies with the laws and regulations applicable to its activities
- e) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements
- f) To provide us with:
  - i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
  - ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
  - iii. Unrestricted access to persons of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the FTR were not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

**Engagement Fees**

Our fixed fees for the services previously outlined will be as follows:

Financial Statements and Auditor Reports	\$10,000
Preparation of the State Controller’s Report	500
<b>Total</b>	<b>\$10,500</b>

If significant changes occur in the District’s audit requirements with the implementation of new Governmental Accounting Standards Board (GASB) Standards, Government Auditing Standards or the Audit and Accounting Guide for State and Local Governments issued by the AICPA for attest and/or nonattest services, this may render additional services needed which may increase the above noted fixed fee.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the District's account becomes 60 days or more overdue and may not be resumed until the District's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The District will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from District personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

Additionally, our fees are dependent on the availability, quality, and completeness of the District's records and, where applicable, upon the District's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., District employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.).

We will schedule the engagement based in part on deadlines, working conditions, and the availability of District key personnel. We will plan the engagement based on the assumption that District personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, District personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

If circumstances occur related to the condition of District records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable.

### **Scheduling**

Scheduling of the Audit Final-Fieldwork Dates will be based on an agreeable timetable with the District. We ask that the District prepare a completed and finalized Trial Balance and General Ledger in Excel form as of the June 30, 2026, date with all Balance Sheet accounts properly reconciled in Excel or PDF form and uploaded into the Suralink Portal System by the date scheduled. Failure to complete all the above noted items by the date scheduled will result in a \$1,000 extra fee charge and postponement of the audit to a later date. A 30-day notice before the initial scheduled Audit Final-Fieldwork date is required to change the date and avoid the extra \$1,000 fee. However, if a December or January date is chosen for the re-scheduled Audit Final-Fieldwork date, the \$1,000 fee will still apply to cover Overtime costs incurred during those months and will only guarantee the audit will be completed by January 31, 2027.

### Other Engagement Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

**Paul J Kaymark, CPA** is the engagement partner responsible for supervising the engagement and signing the report.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

The audit documentation for this engagement is the property of Nigro & Nigro, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will notify the District of any such request.

### Conflict Resolution

Should any litigation or adverse action (such as audits by outside governmental agencies and/or threatened litigation, etc.), by third parties arise against the District or the board of directors subsequent to this engagement, which results in the subpoena of documents from Nigro & Nigro, PC and/or requires additional assistance from us to provide information, depositions or testimony, the District hereby agrees to compensate Nigro & Nigro, PC (at our standard hourly rates) for additional time charges and other costs (copies, travel, etc.), and to indemnify us for any attorney's fees to represent Nigro & Nigro, PC.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The District and Nigro & Nigro, PC both agree that any dispute over fees charged by the auditor to the District will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.** The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

**Conclusion**

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- a) Our view about the qualitative aspects of the District's significant accounting practices;
- b) Significant difficulties, if any, encountered during the audit;
- c) Uncorrected misstatements, other than those we believe are trivial, if any;
- d) Disagreements with management, if any;
- e) Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- f) Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- g) Representations we requested from management;
- h) Management's consultations with other accountants, if any; and
- i) Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

Enclosed, as required by *Government Auditing Standards*, is a copy of the report on the most recent peer review of our firm.

We appreciate the opportunity to provide these services and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,

Nigro & Nigro, PC

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Report on the Firm's System of Quality Control**

To Nigro & Nigro, PC  
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Nigro & Nigro, PC, (the firm) in effect for the year ended August 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selection and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Nigro & Nigro, PC in effect for the year ended August 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Nigro & Nigro, PC has received a peer review rating of *pass*.

*Spafford & Hardy, Inc.*

May 1, 2024



April 1, 2026

### **Governance Board and Management:**

This letter is provided in connection with our engagement to audit the financial statements of the entity as of and for the year ended June 30, 2026. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

### **Our Responsibilities**

As stated in our engagement letter dated April 1, 2026, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report. We have no responsibility for determining whether the introductory information is properly stated. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible, as soon as practicable and, in any case, prior to the entity's issuance of such information.

### **Planned Scope of the Audit**

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting.

However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition:* Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.
- *Significant estimates:* Auditors must consider and respond to the risk of management bias in significant accounting estimates. Financial statement areas containing significant estimates can include, but are not limited to, net pension liability and related deferred inflows/outflows, net OPEB liability and related deferred inflows/outflows, leases receivable and related deferred inflows of resources, lease and subscription liabilities, right-to-use assets, depreciation and amortization expense, fair value measurements and compensated absence liabilities.

We expect to begin our audit in approximately May 2026. Paul J. Kaymark, CPA and Jared Solmosen, CPA will serve as the engagement and technical review partners and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the governance board and management of the entity and is not intended to be and should not be used by anyone other than these specified parties.

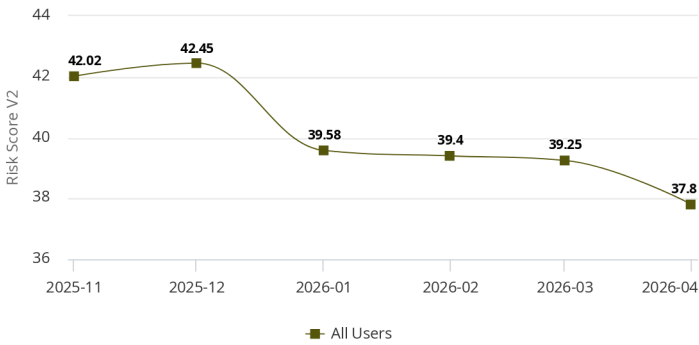
Respectfully,

A handwritten signature in blue ink that reads "Nigro & Nigro, PC". The signature is written in a cursive, flowing style.

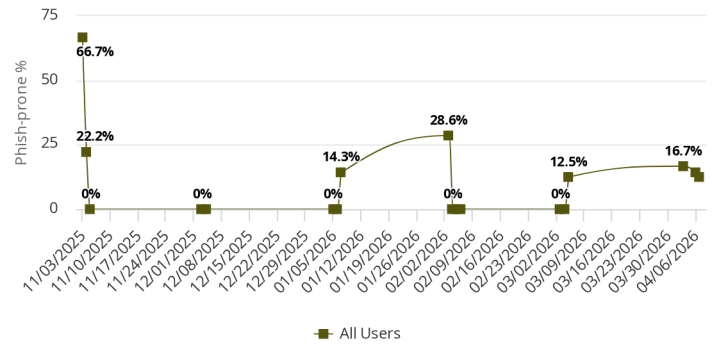
Nigro & Nigro, PC



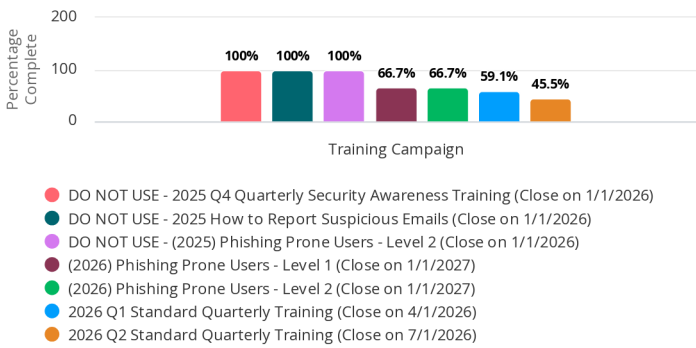
### Risk Score Trend (Company average over the last 6 months)



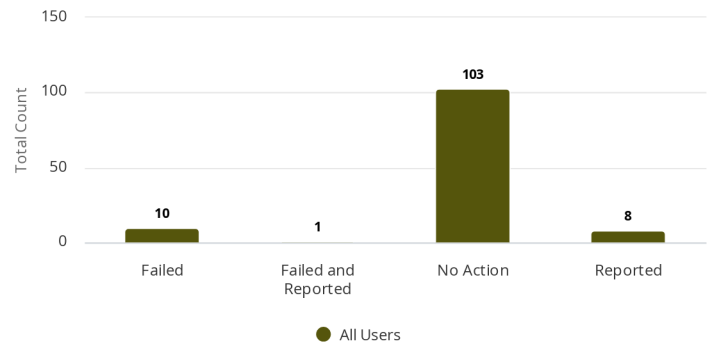
### Phish-prone % (Company percent from last 6 months)



### Training Completion (Company percentages from last month)



### Phishing Test Results (Company totals from last month)



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**Fwd: SDG&E® Photovoltaic System Authorization**

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**From** Information Sattler Solar <info@sattlersolar.com>  
**Date** Wed 4/15/2026 3:11 PM  
**To** Eric Steinlicht <eric.steinlicht@paumavalleycsd.ca.gov>

----- Forwarded message -----

**From:** <[netmetering@sdge.com](mailto:netmetering@sdge.com)>  
**Date:** Wed, Apr 15, 2026 at 2:53 PM  
**Subject:** SDG&E® Photovoltaic System Authorization  
**To:** <[info@sattlersolar.com](mailto:info@sattlersolar.com)>



Customer Generation Team  
San Diego Gas & Electric®  
8316 Century Park Court, CP52F  
San Diego, CA 92123  
Phone 1-800-411-7343  
[netmetering@sdge.com](mailto:netmetering@sdge.com)

Date:04/15/2026

Application ID: 491853  
Service Address: 33129 COLE GRADE RD, H, PAUMA VALLEY, CA 92061  
System: 77.571 kW electric generation system tied to meter 07030086

This is a formal notification that SDG&E has completed all required reviews of your project pursuant to our California Public Utilities Commission approved Electric Rule 21. Based on the results of our reviews, we have determined that your project has met the requirements to interconnect and operate in parallel with SDG&E's electric system effective immediately.

Thank you,

Customer Generation Team  
San Diego Gas & Electric