

**BOARD OF DIRECTORS  
SANTA CLARA VALLEY WATER DISTRICT**

**RESOLUTION NO. 17-**

**PROVIDING FOR THE COMPENSATION OF THE CLERK OF THE BOARD,  
A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT**

BE IT RESOLVED, by the Board of Directors of the Santa Clara Valley Water District as follows:

1. Prior resolutions of the Board, to the extent that they may conflict with the provisions hereof, are hereby superseded and rescinded. This Resolution shall be effective August 22, 2017.
2. The salaries, wages, compensation, and expenses provided herein shall be in full for all official services performed unless expressly otherwise provided and shall be paid on the basis of the biweekly pay period plan. Compensation shall be payable on or before the seventh (7<sup>th</sup>) calendar day after conclusion of each biweekly pay period for services rendered during the preceding biweekly pay period. All officials and employees of the Santa Clara Valley Water District shall charge, collect and pay all fees required by law to be charged, collected, and paid into the proper fund of the District and no officer or employee of the District shall be compensated by fees.
3. For the period from July 1, 2016 through June 30, 2017, the total salary for the Clerk of the Board shall be that amount approved by the Board of Directors and formulated in this paragraph. As of July 1, 2016, the Clerk of the Board shall receive a salary increase of 2.7 percent (\$3,868.80), for an adjusted annual salary of \$147,139.20
4. The total salary for the Clerk of the Board shall be that amount approved by the Board of Directors and formulated in this paragraph. As of July 1, 2017, the Clerk of the Board shall receive a further salary adjustment for a new adjusted annual salary of \$174,720.
5. In addition to an annual salary as set forth in Paragraphs 3 and 4, the District shall continue to assume payment of the unclassified employee benefits that are in effect on the effective date of approval of this Resolution.
6. Ms. King's employment as Clerk of the Board shall be subject to the provisions of the attached Employment Agreement (Exhibit-A), which is hereby approved. The Chair of the Board is authorized to execute this Agreement.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on August 22, 2017:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: \_\_\_\_\_  
JOHN L. VARELA  
Chair/Board of Directors

ATTEST: MICHELLE MEREDITH

\_\_\_\_\_  
Deputy Clerk of the Board

**EMPLOYMENT AGREEMENT BETWEEN  
SANTA CLARA VALLEY WATER DISTRICT  
AND MICHELE L. KING**

This Employment Agreement (Agreement) is between the Santa Clara Valley Water District, a California special district (District), and Michele L. King, an individual (Employee), effective August 22, 2017.

This Agreement is entered into on the basis of the following facts, among others:

- A. District, acting by and through its Board of Directors (Board), desires to employ Employee, a Certified Municipal Clerk, as the District's Clerk of the Board subject to the terms and conditions set forth in this Agreement.
- B. Employee desires to be employed by the District as its Clerk of the Board subject to the terms and conditions set forth in this Agreement.
- C. District and Employee desire to establish and maintain a constructive business relationship by ensuring clarity about specific terms and conditions relating to that relationship, including Employee's duties, compensation and benefits, performance evaluations, and related matters.

**BASED UPON THE FOREGOING, DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:**

1. Employment Start Date

District appointed and employed Employee as Clerk of the Board, and Employee accepted the employment, for an indefinite term that began on January 12, 2010 in accordance with Board Resolution 10-04.

2. At Will Employment.

Employee understands that she has no constitutionally protected property or other interest in her employment as Clerk of the Board. She understands and agrees that she works at the will and pleasure of the Board and that she may be terminated or asked to resign at any time, with or without cause, subject only to the provisions of this Agreement. There is no express or implied promise made to Employee for any form or term of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the District and Employee.

3. Duties.

Employee will perform the duties of District's Clerk of the Board as set forth in: (a) the job description approved by the Board, (b) the Board's Governance Policies; (c) direction of the Board approved by a majority of the Board at a lawfully held meeting; and as otherwise provided by law, ordinance, or regulation. Employee will perform her duties and exercise her powers consistent with due diligence, according to the highest professional standards and in compliance with all federal, state, and local laws, ordinance, and regulations which are applicable to or associated with the performance of such duties. Further, in carrying out these duties Employee will adhere to the District Values as set forth in the Board's Governance Policies and to the Code of Ethics of the International Institute of Municipal Clerks.

3.1 Employee will devote her full energy, skill, and ability to the performance of Employee's duties.

3.2 Employee will not engage in any activity, whether or not for compensation, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties.

Employment Agreement  
SCVWD/Michele King/Clerk of the Board  
June 2017

Employee will not engage in any new business duties or pursuits or render any services of a business, commercial, or professional nature without the prior consent of the Board.

3.3 Employee will inform the Board in advance of absences from District work of more than one day during normal District workdays.

#### 4. Compensation.

District will pay Employee \$174,720 in salary per annum for services under this Agreement, payable in installments at the same time as other employees of the District are paid and subject to customary withholding. Thereafter and subject to an annual evaluation of Employee's performance and salary, the Board may, by resolution approving an amendment to this Agreement, increase Employee's salary based on merit and/or market factors. Nothing in this provision requires the Board to use a set formula or to provide a merit or other salary increase following the annual evaluation, but the Board will act in good faith in determining whether a salary adjustment is warranted. The Board will determine the amount of any salary adjustment no later than October 1 each year, and shall have discretion to make any adjustment retroactive to the immediately preceding July 1.

#### 5. Benefits and Allowances.

5.1 Employee will be eligible for, and will receive, all regular benefits and leave allowances as generally provided to employees in the District's unclassified service and as set forth in Attachment 1, Unclassified Employee Benefits (effective July 1, 2016) except as follows:

5.2 Employee will receive a monthly transportation allowance of \$450. This allowance includes reimbursement for an appropriate allocation of vehicle insurance and all other expenses of vehicle ownership, acquisition, maintenance, and operation. Employee may also use this allowance for alternative means of transportation necessary and useful for the exercise of her duties.

#### 6. Expenses of Employment/Membership in Organizations.

6.1 District agrees to reimburse Employee for actual and reasonable job-related expenses incurred in carrying out her duties as Clerk of the Board, subject to reasonable budgetary restrictions. This includes membership in professional organizations associated with her profession and duties and attendance at meetings of such organizations.

6.2 The Board and Employee agree that it is necessary and desirable for Employee to maintain current knowledge and skills appropriate to the position of Clerk of the Board. The Board therefore encourages Employee's participation in development opportunities for public entity clerks and agrees, to the extent the District is financially able, to budget for and pay for travel and subsistence expenses of Employee for professional meetings, short courses, institutes and seminars that are necessary for her continued professional development and for the good of the District. The parties anticipate that these professional development opportunities would involve up to 40 hours of Employee's work time each year, or as otherwise determined in Employee's work plan established by the Board.

#### 7. Evaluation of Clerk of the Board Performance.

The Board and Employee agree that regular communication about their mutual expectations and about the Employee's performance is essential to a strong working relationship. Accordingly, the parties agree that a closed session evaluation of Employee's performance will be completed on at least a semiannual basis, no later than January 31 and July 31. The latter evaluation provides input for the salary review described in Section 4. Compensation, of this Agreement.

#### 8. Termination/Severance.

8.1 Employee may terminate this Agreement at any time upon 60 days' written notice to the Board.

Employment Agreement  
SCVWD/Michele King/Clerk of the Board  
June 2017

8.2 The District may terminate this Agreement at any time. Should District desire to terminate Employee's services, it may do so only by an affirmative majority vote of the Board made during a lawfully conducted closed session meeting and confirmed thereafter in a public meeting.

8.3 If Employee is involuntarily terminated by District while still willing and able to perform the duties of Clerk of the Board, District agrees to pay Employee severance pay consisting of a sum of money equal to six (6) months of her then-current salary. Employee will have the option to receive the severance pay in one lump sum, or bi-weekly with the District's regular payroll until the full amount is paid. Contemporaneously with the commencement and/or delivery of the severance pay set forth above, Employee agrees to execute and deliver to the District's Chief Executive Officer a release releasing the District and the Board of any and all claims that Employee may have or assert against them. Employee's receipt of the severance pay is contingent upon her provision of the executed release to the District Counsel.

8.4 District is not obligated to pay, and will not pay, severance benefits under paragraph 8.3 if Employee is terminated for cause because of any of the following: (a) Employee's conviction of a felony or conviction of a lesser crime involving acts or threats of physical violence, fraud, or theft; (b) Employee's commission of an act of material dishonesty to the District in the performance of her duties; (c) Employee's intentional misappropriation of funds or property of the District; (d) Employee's repeated and protracted unexcused absences from her office and duties; or (e) Employee's violation of a statute or law constituting misconduct in public office.

8.5 In recognition of Employee's professional status, Employee and the Board will prepare a joint public statement to be made at the public meeting when termination of the employment relationship is confirmed.

8.6 Employee may choose to resign her office instead of being terminated if a decision by the Board to terminate has been made in closed session. In such an event, the public announcement as provided for in paragraph 8.5 will state that Employee has resigned, and the provisions of paragraph 8.3 will remain applicable.

8.7 Except as provided in paragraph 8.6, if Employee resigns her employment with the District or retires from service to the District, she will not be entitled to any severance pay as provided for in paragraph 8.3.

## **9. ARBITRATION OF DISPUTES**

9.1 As a condition of the Employee's employment with District, the District and Employee agree, to the fullest extent permitted by law, to submit to mandatory binding arbitration any dispute, claim or controversy arising out of or relating to Employee's employment with the District.

9.2 Arbitrable Claims: The parties understand and agree that to the fullest extent permitted by law, this Agreement applies to all claims (the "Arbitrable Claims") arising out of, related to or connected with the Employee's employment with the District, whether in contract, tort, law, equity or otherwise, and including, but by no means limited to, claims of discrimination, harassment, breach of contract (express or implied), breach of implied covenant of good faith and fair dealing, wrongful termination, misrepresentation, as well as claims based upon any federal, state or local ordinance, statute, regulation or constitutional provision, including, but not limited to, the Age Discrimination in Employment Act, 29 U.S.C.A. § 621 et seq., the Employee Retirement Income Security Act (ERISA), 29 U.S.C.A. § 1001 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000e et seq., 42 U.S.C.A. § 1981, and the California Fair Employment and Housing Act. Arbitration shall be final and binding upon the parties. Arbitration shall be the exclusive method by which to resolve all Arbitrable Claims. As an exception, this Agreement does not

preclude the filing of workers' compensation claims, OR unemployment benefits claims. **THE PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.**

9.3 Administration: The parties agree that the arbitration shall be conducted in Santa Clara County California by a neutral arbitrator from the American Arbitration Association, who will administer any such arbitration(s) pursuant to the American Arbitration Association's applicable procedures and rules for arbitration of employment disputes. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute, and to award such relief as would otherwise be permitted by law; and (b) issue a written decision including a statement of the award and the arbitrator's essential findings and conclusions on which the decision is based. The arbitrator shall have the power to award damages, remedies or relief that would be available in a court otherwise having jurisdiction of the matter, but no other damages, remedies or relief. Each party shall pay its own attorneys' fees and expenses, except that the District shall pay the fees and expenses related to the arbitration that Employee would not generally be required to bear if Employee brought the same action in a court otherwise having jurisdiction. Nothing in this Agreement is intended to prevent either Employee or the District from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

9.4 American Arbitration Association Rules. The American Arbitration Association's Employment Arbitration Rules and Mediation Procedures (Rules), as amended from time to time, shall apply to any arbitration conducted by this Agreement. The Rules are incorporated by reference as if fully set forth herein.

9.5 Entire Agreement Regarding Arbitration; Modification: This Agreement reflects the parties' full and final agreement regarding the manner in which they will resolve Arbitrable Claims. There are no other agreements between the parties regarding this subject. This Agreement supersedes any prior agreements, written or oral, regarding this subject.

9.6 Review of Arbitration Award. Court review of any arbitration award shall be limited to errors of law by the arbitrator and the grounds for vacating award set forth in California Code of Civil Procedure Section 1286.2 (Grounds for Vacating Award).

9.7 Acknowledgment and Agreement. Employee acknowledges her prior receipt of the Rules and has had sufficient time to review the same prior to execution of this Agreement. Employee understands and agrees to the provisions of this Section 9 (ARBITRATION OF DISPUTES)

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Michele King  
Employee

## 10. General/Miscellaneous Provisions

10.1 Indemnification. The District will defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand, or civil rights or other action, arising out of any act, event, or omission occurring in the scope of Employee's duties as Clerk of the Board, except to the extent that Employee's actions are the result of actual fraud, corruption, or actual malice. The District will defend, compromise, or settle any such claim or suit, as appropriate, and pay the amount of any settlement or judgment rendered thereon. This indemnification will extend beyond termination of employment or other expiration of this Agreement with respect to acts undertaken by Employee both during her employment and in the scope of her employment as Clerk of the Board. The extent of defense or indemnification may be limited by the provisions of California law.

10.2 Notices. Notices given under this Agreement will be in writing and will be: (a) served personally; (b) Delivered by first-class United States mail, certified, with postage prepaid and a return

Employment Agreement  
SCVWD/Michele King/Clerk of the Board  
June 2017

receipt requested; or(c) Sent by Federal Express, or an equivalent private mail delivery service. Notices will be deemed received at the earlier of actual receipt or 3 days following deposit with the U.S. Mail or private mail delivery service. Notices will be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this paragraph 10.2:

To District: Chair of the Board of Directors  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

With copy to:  
Chief Executive Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

To Employee: Michele L. King  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
AND to Employee's home address on file with the District

10.3 Entire Agreement/Amendments. This Agreement reflects the complete understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations, and understandings of the parties. It may be amended at any time by mutual written agreement of the parties.

10.4 Severability. Should any provision, section, or subsection of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such ruling will not affect any other provision of the Agreement and the unaffected provisions will remain in full force and effect.

10.5 Effect of Waiver. The failure of either party to enforce against another a provision of this Agreement will not constitute a waiver of that party's right to enforce such provision at a later time, and will not serve to vary the terms of this Agreement.

10.6 Employee's Independent Review. Employee acknowledges that she has had the opportunity and has conducted an independent review of the financial and other effects of this Agreement; that she has had the opportunity to obtain legal or other review of the Agreement; and that in determining to enter into this Agreement she has not relied upon any representation of District, its officer, agents, or employees other than those expressly set forth in this Agreement.

10.7 Governing Law and Venue. The laws of the State of California will govern the interpretation, application, and enforcement of this Agreement.

10.8 Survivability. This Agreement shall be in full force and effect during the entire period of Employee's employment with the District. This Agreement does not, however, extend or waive any statutes of limitations or other provisions of law that specify the time within which any claim must be brought. The provisions of sections 9 and 10.1 shall survive the termination of this agreement.

Employment Agreement  
SCVWD/Michele King/Clerk of the Board  
June 2017

The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

EMPLOYEE

DISTRICT

\_\_\_\_\_  
Michele L. King

\_\_\_\_\_  
John L. Varela  
Chair of the Board of Directors

DATED \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Meredith  
Deputy Clerk of the Board

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## ICMA Code of Ethics with Guidelines

**The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2017. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2017.**

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

**Tenet 1.** Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

**Tenet 2.** Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

### GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

**Tenet 3.** Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

### GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same

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position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

**Tenet 4.** Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

#### **GUIDELINE**

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

**Tenet 5.** Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

#### **GUIDELINE**

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

**Tenet 6.** Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

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**Tenet 7.** Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

#### **GUIDELINES**

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

**Tenet 8.** Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

#### **GUIDELINES**

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

**Tenet 9.** Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

**Tenet 10.** Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

#### **GUIDELINE**

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

**Tenet 11.** Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

#### **GUIDELINE**

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

**Tenet 12.** Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

#### **GUIDELINES**

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full

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disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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**SANTA CLARA VALLEY WATER DISTRICT**  
**Unclassified Employee Benefits**  
*(Effective 7/1/17)*

BENEFIT	SUMMARY
<b>Vacation</b>	<ul style="list-style-type: none"> <li>➤ Newly hired employees receive 224 hours (28 days/year) of prorated vacation based on date of hire. The prorated amount is vested immediately for the remainder of the fiscal year and is available for use upon approval of the employee's Appointing Authority. Starting the following fiscal year, vacation shall accrue as set forth below for current employees.</li> <li>➤ Beginning each fiscal year, current employees receive 224 hours (28 days/year) of vacation, which is vested immediately for the entire fiscal year, and may be accumulated up to 4 times entitlement.</li> <li>➤ Employees may elect either a cash pay-off for up to 21 days (168 hours) or have all or a portion of the cash value transferred to a Deferred Compensation Plan once each year. Elections to cash out vacation must be made in the calendar year prior to the cash out.</li> </ul>
<b>Sick Leave</b>	<p>Sick leave is accrued at the rate of 1 day per month (96 hours per year) with unlimited accumulation.</p> <ul style="list-style-type: none"> <li>▪ Upon resignation, with 10 or more years of District service, up to 480 hours of accrued sick leave shall be paid at 25% of the equivalent cash value.</li> <li>▪ Upon retirement (filed for CalPERS retirement), regardless of District years of service, sick leave may be paid out as follows: <ul style="list-style-type: none"> <li>○ Sick leave balance <i>up to</i> 480 hours is paid out at 50% of the equivalent cash value. Any remaining balance above 480 hours may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out.</li> <li>○ Entire accrued sick leave balance may be converted into additional CalPERS service credit. No sick leave hours will be paid out.</li> <li>○ Combination of any portion (<i>up to 480 hours</i>) of the sick leave balance is paid out at 50% and any remaining balance may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out.</li> </ul> </li> <li>▪ Upon death, all accrued, unused sick leave will be paid at 100% of the cash value.</li> </ul> <p>Any other payout of accrued sick leave upon separation of employment must be approved by the Chief Executive Officer. Any such approved payout shall not exceed 480 hours of accrued sick leave and shall be at the rate of 25% of the equivalent cash value.</p>
<b>Sick Leave Conservation</b>	<p><u>Sick Leave Conservation Program</u> - Employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) sick leave hours during the preceding twelve (12) month period may convert up to twenty-four (24) hours to cash, additional vacation time or a combination of both. Elections to cash out sick leave must be made in the calendar year prior to the cash out.</p>
<b>Executive Leave &amp; Personal Leave</b>	<p>24 hours of executive leave and 32 hours of prorated personal leave provided upon hire. Leave may be converted to cash or credited to a deferred compensation plan at any time during the fiscal year. Automatically paid-out if no election is made.</p>
<b>Bereavement Leave</b>	<p>3 days of bereavement leave for obligations arising from the death of a family member as defined in the At-Will Policy for Employees in the Unclassified Service. Additional time may be charged to sick leave for a total leave (3 days of bereavement leave plus sick leave) not to exceed 14 consecutive calendar days.</p>
<b>Holidays</b>	<p>12 designated days per calendar year.</p>
<b>CalPERS Retirement for Classic Members Hired Prior to 3/19/2012</b>	<p>California Public Employees Retirement System (CalPERS) <b>2.5% at 55</b> retirement plan with final compensation of highest 12 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change in July of each year. The current required employee contribution is 8.92% (8% for the member contribution and 0.92% towards the District's CalPERS cost). Contributions are pre-tax payroll deductions.</p>
<b>CalPERS Retirement for Classic Members Hired On or After 3/19/2012</b>	<p>California Public Employees Retirement System (CalPERS) <b>2.0% at 60</b> retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change in July of each year. The current required employee contribution is 8.92% (7% for the member contribution and 1.92% towards the District's CalPERS cost). Contributions are pre-tax payroll deductions.</p>

<b>CalPERS Retirement for New Members</b> <i>Hired On or After 1/1/2013</i>	California Public Employees Retirement System (CalPERS) <b>2.0% at 62</b> retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change in July of each year. The current required employee contribution is 6.75%. This contribution is a pre-tax payroll deductions.
<b>Retirement Health Benefits for Employees</b> <i>Hired Prior to 12/30/2006</i>	<p>Medical coverage is provided for retired employees with 10 years of continuous District service.</p> <p>Medical, Dental and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous District service.</p> <p>Medical, Dental and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous District service.</p>
<b>Retirement Health Benefits for Employees</b> <i>Hired on or after 12/30/2006 and Prior to 3/1/2007</i>	<p>Medical coverage is provided for retired employees with 10 years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p> <p>Medical, Dental and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p> <p>Medical, Dental and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p>
<b>Retirement Medical Benefits for Employees</b> <i>Hired On or After 3/1/2007</i>	<p>Medical coverage is provided for retired employees with 15 years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p> <p>Medical coverage is provided for retired employees and one eligible dependent with 20 or more years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p>
<b>Health Insurance</b>	<p>Medical, Dental, Vision Care and EAP benefits are provided by the District. Employees pay 15% towards the District's monthly premium cost for medical coverage. Dental, Vision Care and EAP coverage is provided by the District with no monthly premium cost to the employee.</p> <p>Medical, Dental, Vision Care and EAP benefits are provided to all regular employees and their eligible dependents including registered same sex domestic partners, or domestic partners of the opposite sex age 62 or over, who meet the eligibility criteria. Domestic partner coverage is taxable income for federal income tax purposes.</p> <p>District employees may only receive coverage under one plan; either as single coverage or family coverage and either as the primary subscriber or as a dependent under the plan of a spouse or registered domestic partner who is a regular District employee. Eligible dependents will only be covered under one employee's medical plan.</p>
<b>Disability Insurance</b>	District provides Short Term Disability (STD) equal to 66 2/3% of salary to a maximum weekly benefit of \$3,462 with a 14-day waiting period. STD may transition into Long Term Disability (LTD) after 180 days of disability and then provide 66 2/3% of salary to a maximum monthly benefit of \$15,000.
<b>Life Insurance</b>	<p>District provides life insurance benefits equal to employee's annual salary up to a maximum benefit of \$100,000 with a five-year phase out in declining increments of \$10,000 per year starting with \$50,000 coverage upon retirement. The premium attributable to life insurance benefit exceeding \$50,000 is considered "imputed income" and must be reported as taxable earnings on the W-2 statement each year, as required by the IRS.</p> <p>Optional supplemental life insurance available in amounts equal to 1, 2, 3 or 4 times annual salary to a maximum benefit of \$500,000 is available at employee cost.</p>
<b>Other</b>	Board Appointed Officers (BAO) are eligible for a monthly car allowance as follows: CEO & District Counsel = \$600 / Clerk of the Board = \$450. Mileage is paid for out-of-county District business in addition to monthly car allowance.
	District owned communication devices are provided, including cell phones, pagers, two-way radios, tablets, and computers. A monthly stipend for smart phones is provided.
	Tuition Assistance Program – Unclassified employees with six (6) or more months of continuous service, up to 100% reimbursement of tuition costs upon satisfactory completion of an approved course to a maximum of \$2,000 per fiscal year.



	Commuter Checks – Pre-tax deductions are allowed up to the IRS maximum for the purchase of Commuter Checks which can be used as payment for any public transportation or to pay for qualified vanpools.
	Credit Unions (Santa Clara County Employees Credit Union and the Commonwealth Credit Union)
<b>Deferred Compensation</b>	Deferred compensation plan is available at employee's option. Annual District matching contributions is provided when enrolled in District's 401(a) Defined Contribution Match Plan as follows: Unclassified employees up to \$8,000 / Board Appointed Officers (BAO) up to \$4,000 per calendar year.
<b>FlexChoice (Section 125)</b>	<ul style="list-style-type: none"> <li>➤ Health Care Spending Account – Maximum contribution up to \$2,550 for eligible medical, dental, vision and prescription expenses.</li> <li>➤ Dependent Adult or Child Daycare – Maximum contribution \$5,000 per family or \$2,500 if you file taxes "Married Filing Separately" per calendar year.</li> </ul>
<b><i>This is a summary of benefits only. Official plan documents/agreements govern how a benefit is determined or administered.</i></b>	