MADERA IRRIGATION DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING

AGENDA

Members of the public can participate ***in-person*** or in the following ways:

1. Zoom Meeting
   https://us02web.zoom.us/j/84744971694?pwd=JTV98uPKEySK94bYNZCP6f8JC8j3qQ.1
   ID: 847 4497 1694
   Passcode: 421633

1. Conference Call-In: +1 669 900 9128 or +1 346 248 7799
   Meeting ID: 847 4497 1694
   Passcode: 421633

2. Email: You may submit comments on a specific agenda item via email to asandoval@madera-id.org. We request emails be sent at least two hours prior to the start of the meeting.

If Members of the public have any problems accessing the meeting, please contact the District office at 559-673-3514. For a copy of the Board Packet, please contact Board Secretary Andrea Sandoval at asandoval@madera-id.org.

MISSION STATEMENT

To obtain and manage affordable surface water and groundwater supplies in a manner which will ensure the long-term viability of irrigated agriculture in the District.

Meeting Date:
Thursday, November 12, 2026
10:00 a.m.

Madera Irrigation District
12152 Road 28 ¼
Madera, California 93637

In compliance with the California Government Code, members of the public may inspect the agenda and any associated writings, including documents delivered after the 72-hour advance posting of the agenda during regular business hours at the Madera Irrigation District Office, located at 12152 Road 28 1/4, Madera, California 93637.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 559-673-3514, ext. 215. Notification in advance of the meeting will enable MID to make reasonable arrangements to ensure accessibility to this meeting.

10:00 a.m. **CALL TO ORDER / ROLL CALL**

APPROVAL OF AGENDA

PUBLIC COMMENT: Closed Session

The first fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board of Directors on Closed Session items listed on the Agenda. Speakers seeking to comment on other items are requested to make those comments during the Public Comment portion of the meeting at 2:00 p.m. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

POTENTIAL CONFLICTS OF INTEREST: Closed Session

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. *(Govt. Code, § 87105.)*

1. CLOSED SESSION Closed Session items not concluded prior to Regular Session may be continued at the end of the Regular Session.

1a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (5 potential cases)

1b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (2 potential cases)

1c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9; Petition for the Adjudication of Rights to the Fresno River, before the State Water Resources Control Board

1d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District v. Smith-Adobe Ranch Family Limited Partnership, Case No. MCV081757

1e. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; *NRDC v. Rogers*, U.S. District Court, Eastern District of California (Sacramento Division), Case No. 88-CV-1658-JAM-GGH

1f. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Root Creek Water District v. Madera Irrigation District, et al, Case No. MCV09754

1g. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; San Joaquin River Ranch LLC; Riverstone Development LLC; Groveland Development Corporation v. Madera Irrigation District; et al, Case No. MCV098646

10:30 a.m. **CALL TO ORDER REGULAR SESSION/ PLEDGE OF ALLEGIANCE**

REPORT ON CLOSED SESSION

POTENTIAL CONFLICTS OF INTEREST

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. *(Govt. Code, § 87105.)*

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the MID Board on items which are within the subject matter jurisdiction of the Board. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the President of the Board has the option of asking the speaker to hold the comment until that item is called. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

2. CONSENT AGENDA

2a. Discussion / possible action on modifications to District Policies, Resolution No. 2026-18

- Section 208 – Anti-Nepotism & Fraternization
- Section 211 – Separation From District
- Section 212 – Use of District Vehicles
- Section 218 – Temporary Acting Assignment
- Section 401 – Medical Insurance
- Section 402 – Dental Insurance
- Section 403 – Vision Insurance
- Section 407 – Vacation Leave
- Section 408 – Sick Leave
- Section 409 – Leave without Pay
- Section 417 – Retirement Plan
- Section 418 – Deferred Compensation Plan
- Section 421 – Family Medical Leave
- Section 424 – Other Types of Leave
- Section 507 – Tobacco and Vape Free Workplace
- Section 508 – Cellular Phone Usage and Reimbursement
- Section 510 – Safety Shoes

2b. Discussion / possible action on surplus of equipment, Resolution No. 2026-19

3. GENERAL MANAGER'S REPORT

3a. Update of Activities

4. NEW BUSINESS

4a. Discussion / possible action on Basin Cooperation Agreement between the City of Madera and Madera Irrigation District, Resolution 2026-20

4b. Presentation by NJA Architecture on Madera Irrigation District Site Plans & Facilities

- Request for a Statement of General Contractor Qualifications and Proposal for Pre-Construction Services for Site Plan and Office Facility

5. DIRECTOR REPORTS, COMMITTEE REPORTS, FUTURE AGENDA ITEMS

- Director Bishel
- Director DaSilva
- Director Davis
- Director Janzen
- Director Loquaci

6. ADJOURNMENT

AGENDA ITEM 2a.

NOVEMBER 12, 2026
RESOLUTION NO. 2026-18

RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
APPROVING PROPOSED MODIFICATIONS TO
DISTRICT PERSONNEL POLICIES

RESOLVED by the Board of Directors ("Directors") of the Madera Irrigation District ("District"), at a special meeting duly called and held on November 12, 2026 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637, as follows:

WHEREAS, the Directors have previously adopted certain Personnel Policies of the Madera Irrigation District (collectively, the "District Policies"), including, but not limited to Section 208("Anti-Nepotism & Fraternization"), Section 211 ("Separation from District"), Section 212 ("Use of District Vehicle"), Section 218 ("Temporary Acting Assignment"), Section 401 ("Medical Insurance"), Section 402 ("Dental Insurance"), Section 403 ("Vision Insurance"), Section 407 ("Vacation Leave"), Section 408 ("Sick Leave"), Section 409 ("Leave without Pay"), Section 417 ("Retirement Plan"), Section 418 ("Deferred Compensation Plan"), Section 421 ("Family Medical Leave"), Section 424 ("Other Types of Leave"), Section 507 ("Tobacco and Vape Free Workplace"), Section 508 ("Cellular Phone Usage and Reimbursement"), Section 510 ("Safety Shoes"); and

WHEREAS, District staff continues to perform a comprehensive review of the District Policies to reduce redundancy, ensure consistency with current laws and regulations, and allow the District flexibility in the administration of its policies; and

WHEREAS, District staff's recommendations include: (i) proposed modifications to the text of Sections 208, 211, 212, 218, 401, 402, 403, 407, 408, 409, 417, 418, 421, 424, 507, 508, and 510 (collectively, the "Proposed Modifications") as part of its ongoing effort to review, edit, and modernize the District Policies, which are attached hereto as Exhibit "A"; and

WHEREAS, the Directors have reviewed the Proposed Modifications, and find the Proposed Modifications meet the District's goals and objectives, and that it is appropriate for the Directors to approve the Proposed Modifications for inclusion in the District Personnel Policies.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct and that the Board of Directors of Madera Irrigation District hereby approves and adopts the modifications to the District Personnel Policies,

(i) Sections 208, 211, 212, 218, 401, 402, 403, 407, 408, 409, 417, 418, 421, 424, 507, 508, and 510 of the District Personnel Polices are modified consistent with the modified text included in Exhibit "A.".

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a special meeting of the Board held on the 12th of November 2026 by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

Dave Loqauci, President

ATTEST: _____
Brian Davis, Vice President

CERTIFICATE OF SECRETARY

The undersigned Interim Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-18 adopted November 12, 2026.

Thomas Greci, Interim Board Secretary

Madera Irrigation District

Meet & Confer Policies

12152 Road 28 ¼

Dear Board of Directors,

The Madera Irrigation District Employees' Association (MIDEA) reviewed the modifications to the district's policies as presented by management staff on October 21, 2026. MIDEA supports the modifications.

We have met and conferred on the following Policy(s):

- District Policy Section 211 Separation from District
- District Policy Section 401 Medical Insurance
- District Policy Section 402 Dental Insurance
- District Policy Section 403 Vision Insurance
- District Policy Section 407 Vacation Leave
- District Policy Section 408 Sick Leave
- District Policy Section 409 Leave without Pay
- District Policy Section 417 Retirement Plan
- District Policy Section 418 Deferred Compensation Plan

Respectfully,

Rosendo Baldovinos



MIDEA President

Madera Irrigation District
Personnel Policy

Title: **Anti-Nepotism & Fraternization ~~Policy~~**

Section: **208**

Revised: ~~**07/18/17**~~

Purpose
The ~~principle~~ purpose of this policy is to establish the guidelines for which relatives of current employees could be employed, and clarify the consequences of employees entering into relationships, and fraternization.

Scope
This policy applies to all District employees as well as candidates for employment.

Policy
The District is committed to employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment which can be carried into the daily working relationship, the District will hire or consider other employment actions concerning relatives of persons currently employed with the District only if:

a) candidates for employment will not be working directly for or supervising a relative, and

b) Such relatives neither initiate nor participate in making District recommendations or decisions which would directly affect employment status of their relatives. These recommendations/decisions include, but are not limited to, selection, appointment, retention, work assignments, promotion, demotion or salary.

If two persons should marry, or enter into a domestic partnership while both are employed by the District, they may continue their employment in the same job provided that the criteria set forth above are met. If the criteria are not met, one of the persons must change jobs, change departments or change relationship with the District. The couple will have thirty (30) days from the date of the marriage, or domestic partnership in which to make a decision as to which of the two of them will make an employment change. If this decision is not made within 30 days, based upon its business needs, the District reserves the right to determine which employee will be making a change.

Any fraternization that interferes with the culture of teamwork, the harmonious work environment or the productivity of employees will be addressed accordingly. ~~by applying the disciplinary policy up to and~~

~~including separation from the District~~.

The General Manager may, with the concurrence of the Board of Directors, make an exception to this policy if it is found that:

a) The position to be filled requires a person with specialized training and experience not generally available in the employment market;

b) There is a vital District need to fill the position

c) Substantial bona fide efforts have been made to locate and employ such a person who is not a relative of any employee; and

d) The relationship between the relative and the applicant or employee is unlikely to materially affect his or her employment by the District.

All employment changes will be reviewed and administered by ~~the~~ Human Resources. ~~Department.~~

Definitions:

"Relative" for purposes of this policy is defined as one of the following: relationships by blood, marriage, and/or domestic partnership.

"Fraternization" for the purposes of this policy is defined as a relationship that goes beyond the scope of normal employee interaction.

Madera Irrigation District
Personnel Policy

Title: **Anti-Nepotism & Fraternization**

Section: **208**

Revised: **11/12/26**

Purpose
The purpose of this policy is to establish the guidelines for which relatives of current employees could be employed, and clarify the consequences of employees entering into relationships, and fraternization.

Scope
This policy applies to all District employees as well as candidates for employment.

Policy
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c) Substantial bona fide efforts have been made to locate and employ such a person who is not a relative of any employee; and

d) The relationship between the relative and the applicant or employee is unlikely to materially affect his or her employment by the District.

All employment changes will be reviewed and administered by Human Resources.

Definitions:

"Relative" for purposes of this policy is defined as one of the following: relationships by blood, marriage, and/or domestic partnership.

"Fraternization" for the purposes of this policy is defined as a relationship that goes beyond the scope of normal employee interaction.

Madera Irrigation District
Personnel Policy

Title: **Separation from District**

Section: **211**

Revised: ~~**08/08/24**~~

Purpose
The ~~principal~~ purpose of this policy is to outline the terms and conditions upon which an employee separates employment with the District.

Scope
This policy applies to all District employees.

Policy
All separations must be reported in advance, if possible, and coordinated through the proper channels. Department Heads, at their option, may conduct an "Exit Interview" with the departing employee. The departing employee should have the opportunity to sign and comment on this interview form prior to it being filed in the employee's personnel folder.

Definitions:

1. Resignation: Resignation is always voluntary and includes:
   a. Notice of resignation by the employee.

   b. An absence of three (3) or more consecutive working days without notice to the District, unless conditions prohibited the employee from providing such notice.

   c. Failure to return from a leave without pay status (LWOP) as arranged with the District

   d. Failure to return from layoff upon recall.

2. Deceased: Employee is deceased.

3. Retirement: An employee who meets the terms and conditions for retirement and voluntarily leaves the District.

4. Discharge: Removal from employment at the discretion of the District. Employees of the District are "at-will", which means that the employment relationship may be terminated by either party with or without cause and with or without notice at any time. Reasons for discharge include, but are not limited to:

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

a. Disciplinary action~~.~~

b. Poor work performance~~.~~

c. Inability to perform the essential functions of the job~~.~~

Notice:

1. Discharge: The decision to discharge an employee at any time during his or her employment is final and not subject to any right of appeal. Employees of the District are "at-will", unless stated otherwise in an Employment Agreement, which means that the employment relationship may be terminated by either party with or without cause and with or without notice at any time. When an employee is discharged, written confirmation is required from the Department Head or General Manager.

2. Resignations: Resignations of Department Heads are requested to be in writing and directed to the General Manager (GM), who will subsequently notify the Board. Resignations by other employees are requested to be in writing and directed to the Department Head. All resignations should be reported immediately to Human Resources.

Pay in Lieu of Notice:
Immediate separation from duties may occasionally be desired to minimize an adverse effect on other employees or to allow the separated employee to seek new employment. In such cases, the GM may approve up to two (2) weeks of pay.

General Information:
Whenever an employee's service with the District is separated, he or she is required to turn in all District tools, equipment, keys, credit cards and other supplies prior to receipt of final compensation. If the District's equipment and tools are not returned, the District will deduct from the employee's final wages the replacement cost of the equipment or tools.

Upon separation from employment ~~Accrued and unused vacation and~~ the vested portion of unused sick leave and accrued vacation leave may be~~are~~ paid to the employee with their final payment for time worked.~~s at the time of final payment for time worked~~ Alternatively, the employee ~~.~~may elect to contribute the vested portion of unused sick leave and accrued vacation leave into their 457 Deferred Compensation Plan consistent with IRS Guidelines (See District Policy 418 Deferred Compensation Plan).

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Separation from District**

Section: **211**

Revised: **11/12/26**

Purpose
The purpose of this policy is to outline the terms and conditions upon which an employee separates employment with the District.

Scope
This policy applies to all District employees.

Policy
All separations must be reported in advance, if possible, and coordinated through the proper channels. Department Heads, at their option, may conduct an "Exit Interview" with the departing employee. The departing employee should have the opportunity to sign and comment on this interview form prior to it being filed in the employee's personnel folder.

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   c. Failure to return from a leave without pay status (LWOP) as arranged with the District.

   d. Failure to return from layoff upon recall.

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General Information:
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Upon separation from employment the vested portion of unused sick leave and accrued vacation leave may be paid to the employee with their final payment for time worked. Alternatively, the employee may elect to contribute the vested portion of unused sick leave and accrued vacation leave into their 457 Deferred Compensation Plan consistent with IRS Guidelines (See District Policy 418 Deferred Compensation Plan).

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Madera Irrigation
District Personnel Policy

Title: **Use of District Vehicles**

Section: **212**

Revised: ~~02/21/23~~

Purpose
The ~~primary~~ purpose of this policy is to designate the occasions when the use of a District vehicle is permitted and to define the responsibilities an employee assumes when driving a District vehicle.

Scope
This policy applies to all employees who are assigned to drive a District vehicle for any period of time, except that the section on "Assignment of Vehicles" does not apply to the General Manager. A safety driving course must be completed prior to the initial driving of a District vehicle.

Policy
Operation of District Vehicles:

1. District vehicles are to be driven only by a properly licensed employee engaged in the conduct of District business.

2. Employees must obey the California Vehicle Code and other laws governing the operation of a vehicle. Any infraction leading to a citation for driving, other operating, or parking violation that is within the control of the driver is the responsibility of the employee. The employee must then notify his/her Department Head immediately of any infraction/violation he/she received. Employees may be subject to disciplinary action up to and including termination of employment for violation of the California Vehicle Code.

3. No District employee may transport in a District vehicle any member of his/her family or any other person who is not an employee of the District. An exception is allowed for non-district employees traveling with District personnel on District work related business (ex: other agency personnel, contract engineers, contract services, etc.) during business hours.

4. A District vehicle may not be used for personal purposes, except for the commute to and from work, if applicable, or when authorized by the General Manager (GM) or his appointee.

5. Pets or other animals may not ride or be carried within the cab or bed of any District vehicle.

6. Under no circumstances are hitchhikers to be transported in a District vehicle.

7. Under no circumstances are alcoholic beverages or illegal drugs allowed in a District vehicle. They shall **not** be purchased, transported/consumed in, when around or while operating a District vehicle.

8. If an employee's medication can impair driving, the employee must notify their supervisor, Department Head, or Human Resources prior to the operation of a District vehicle.

9. For safety and liability reasons, the right of way should always be given to others on private roads.

10. Non-District decals, bumper stickers, window posters or other decorations are not allowed on District vehicles.

11. Vehicles should be fueled at the designated locations. Accurate readings of license number and mileage are required when refueling.

12. Smoking is prohibited in District vehicles. (See Personnel Policy – Tobacco and Vape Free Workplace)

13. Repeated incidents/damage (two or more) to a District vehicle ~~within a 12-month period~~ could be subject to ~~District's d~~Disciplinary action~~Process~~.

14. While using District vehicles during working hours, District may use a GPS device to track the location of the vehicle.

~~See Personnel Policy - Progressive Discipline for consequences of violating this policy~~.

Assignment of Vehicles:

1. Upon recommendation of a Department Head and approval of the General Manager, a District vehicle may be assigned, regularly or temporarily, to an employee whose duties require the regular or temporary use of a District vehicle during normal or overtime working hours.

2. Upon recommendation of a Department Head and approval of the General Manager, a District vehicle may be assigned regularly or temporarily to an employee whose duties or responsibilities require the use of a District vehicle for on-call purposes. Such assignment may only be made if travel distance from an employee's residence is within 30 minutes normal travel time and no more than 25 road miles from the location to which the employee would normally report if called during non-working hours.

3. Employees who have been assigned to use a District vehicle on a regular or temporary basis are responsible for ensuring that the vehicle is serviced and maintained on a regular basis as recommended by the Lead Mechanic.

4. Based on job requirements, those employees with assigned vehicles agree to lock the vehicle in a safe and secure location and not use the vehicle except for District purposes. The District is **NOT** responsible for any personal property left within the vehicle at any time. Any District

property must be removed when the vehicles is not in use. Proper care, control and custody of District equipment must be maintained by the employee using the vehicles. Insurance coverage is **NOT** provided for any personal use of the District vehicle.

District Vehicle Use Fringe Benefit:

According to the Internal Revenue Service (IRS) Code Section 1.61-21(f), the District is required to report the fringe benefit derived from an employee's personal use (commuting to and from work even though an employee may be required by the District to take the vehicle home) of District vehicles.

If the personal use of a District vehicle meets the definition of the fringe benefit reporting requirement in the IRS Code, the District will calculate a taxable fringe benefit that is reflected on the employee's W-2 form. An employee whose use of a District vehicle qualifies for such reporting is responsible for record keeping and is to keep track of the number of days personal use benefits are derived, if any, from the temporary or regular assignment of a District vehicle. Incidental use of District pool cars will be excluded.

Compliance Standards:
All District employees who are assigned a vehicle and are in a "Driving Position" as determined by their job description must maintain proof of clean driving record and be in compliance with this policy.

In addition, all candidates and applicants for Driving Positions must meet these minimum standards in order to meet the minimum qualifications for these positions. The standards established by the District are as follows:

1. Driving Position Qualifications:
   - Must possess a valid California Driver's License for the class of vehicle operated.
   - Must be at least twenty-one (21) years of age, unless the General Manager has determined that the position can be filled by an employee under the age of twenty-one (21).

2. Driver Position Eligibility:

   Candidates for Driving Positions and/or employees already assuming Driving Positions will not be considered compliant and thus, are not eligible to operate a District Vehicle if during the last three (3) years they have been found in violation of any serious driving offense including but not limited to:

   - Operating under the influence of alcohol or any controlled substance (DUI) /(DWI);
   - Suspension, denial, or revocation of a driver's license or driving privileges;
   - Three (3) or more instances of driving in excess of 15 mph per hour over the posted speed limit. Any combination of four (4) or more moving violations;
   - Three (3) or more at-fault accidents;
   - Any one of the following major violations:

- Failure to stop and report when involved in an accident;
- Vehicular homicide, manslaughter, or assault with a motor vehicle;
- Operating a vehicle when license has been revoked or suspended;
- Hit and run;
- Racing;
- Reckless or aggressive driving;
- Attempting to and/or evading a Police Officer;
- Operating a vehicle during the commission of a felony; and/or
- Any egregious violation of motor vehicle laws not listed that would affect the employee's ability to drive and/or perform the essential functions of his/her position.

The guidelines listed above are descriptive examples of traffic violations that would deem an employee a high-risk driver. Although this list is not all inclusive, best judgement will be used with any infraction of the above list and each incident will be considered on a case--by--case basis with final eligibility determined by the General Manager.

Madera Irrigation
District Personnel Policy

Title: **Use of District Vehicles**

Section: **212**

Revised: **11/12/26**

Purpose
The purpose of this policy is to designate the occasions when the use of a District vehicle is permitted and to define the responsibilities an employee assumes when driving a District vehicle.

Scope
This policy applies to all employees who are assigned to drive a District vehicle for any period of time, except that the section on "Assignment of Vehicles" does not apply to the General Manager. A safety driving course must be completed prior to the initial driving of a District vehicle.

Policy
Operation of District Vehicles:

1. District vehicles are to be driven only by a properly licensed employee engaged in the conduct of District business.

2. Employees must obey the California Vehicle Code and other laws governing the operation of a vehicle. Any infraction leading to a citation for driving, other operating, or parking violation that is within the control of the driver is the responsibility of the employee. The employee must then notify his/her Department Head immediately of any infraction/violation he/she received. Employees may be subject to disciplinary action up to and including termination of employment for violation of the California Vehicle Code.

3. No District employee may transport in a District vehicle any member of his/her family or any other person who is not an employee of the District. An exception is allowed for non-district employees traveling with District personnel on District work related business (ex: other agency personnel, contract engineers, contract services, etc.) during business hours.

4. A District vehicle may not be used for personal purposes, except for the commute to and from work, if applicable, or when authorized by the General Manager (GM) or his appointee.

5. Pets or other animals may not ride or be carried within the cab or bed of any District vehicle.

6. Under no circumstances are hitchhikers to be transported in a District vehicle.

7. Under no circumstances are alcoholic beverages or illegal drugs allowed in a District vehicle. They shall **not** be purchased, transported/consumed in, when around or while operating a District vehicle.

8. If an employee's medication can impair driving, the employee must notify their supervisor, Department Head, or Human Resources prior to the operation of a District vehicle.

9. For safety and liability reasons, the right of way should always be given to others on private roads.

10. Non-District decals, bumper stickers, window posters or other decorations are not allowed on District vehicles.

11. Vehicles should be fueled at the designated locations. Accurate readings of license number and mileage are required when refueling.

12. Smoking is prohibited in District vehicles. (See Personnel Policy – Tobacco and Vape Free Workplace)

13. Repeated incidents/damage (two or more) to a District vehicle could be subject to disciplinary action.

14. While using District vehicles during working hours, District may use a GPS device to track the location of the vehicle.

Assignment of Vehicles:

1. Upon recommendation of a Department Head and approval of the General Manager, a District vehicle may be assigned, regularly or temporarily, to an employee whose duties require the regular or temporary use of a District vehicle during normal or overtime working hours.

2. Upon recommendation of a Department Head and approval of the General Manager, a District vehicle may be assigned regularly or temporarily to an employee whose duties or responsibilities require the use of a District vehicle for on-call purposes. Such assignment may only be made if travel distance from an employee's residence is within 30 minutes normal travel time and no more than 25 road miles from the location to which the employee would normally report if called during non-working hours.

3. Employees who have been assigned to use a District vehicle on a regular or temporary basis are responsible for ensuring that the vehicle is serviced and maintained on a regular basis as recommended by the Lead Mechanic.

4. Based on job requirements, those employees with assigned vehicles agree to lock the vehicle in a safe and secure location and not use the vehicle except for District purposes. The District is **NOT** responsible for any personal property left within the vehicle at any time. Any District

property must be removed when the vehicles is not in use. Proper care, control and custody of District equipment must be maintained by the employee using the vehicles. Insurance coverage is **NOT** provided for any personal use of the District vehicle.

District Vehicle Use Fringe Benefit:

According to the Internal Revenue Service (IRS) Code Section 1.61-21(f), the District is required to report the fringe benefit derived from an employee's personal use (commuting to and from work even though an employee may be required by the District to take the vehicle home) of District vehicles.

If the personal use of a District vehicle meets the definition of the fringe benefit reporting requirement in the IRS Code, the District will calculate a taxable fringe benefit that is reflected on the employee's W-2 form. An employee whose use of a District vehicle qualifies for such reporting is responsible for record keeping and is to keep track of the number of days personal use benefits are derived, if any, from the temporary or regular assignment of a District vehicle. Incidental use of District pool cars will be excluded.

Compliance Standards:
All District employees who are assigned a vehicle and are in a "Driving Position" as determined by their job description must maintain proof of clean driving record and be in compliance with this policy.

In addition, all candidates and applicants for Driving Positions must meet these minimum standards in order to meet the minimum qualifications for these positions. The standards established by the District are as follows:

1. Driving Position Qualifications:
   - Must possess a valid California Driver's License for the class of vehicle operated.
   - Must be at least twenty-one (21) years of age, unless the General Manager has determined that the position can be filled by an employee under the age of twenty-one (21).

2. Driver Position Eligibility:

   Candidates for Driving Positions and/or employees already assuming Driving Positions will not be considered compliant and thus, are not eligible to operate a District Vehicle if during the last three (3) years they have been found in violation of any serious driving offense including but not limited to:

   - Operating under the influence of alcohol or any controlled substance (DUI) /(DWI);
   - Suspension, denial, or revocation of a driver's license or driving privileges;
   - Three (3) or more instances of driving in excess of 15 mph per hour over the posted speed limit. Any combination of four (4) or more moving violations;
   - Three (3) or more at-fault accidents;
   - Any one of the following major violations:

- Failure to stop and report when involved in an accident;
- Vehicular homicide, manslaughter, or assault with a motor vehicle;
- Operating a vehicle when license has been revoked or suspended;
- Hit and run;
- Racing;
- Reckless or aggressive driving;
- Attempting to and/or evading a Police Officer;
- Operating a vehicle during the commission of a felony; and/or
- Any egregious violation of motor vehicle laws not listed that would affect the employee's ability to drive and/or perform the essential functions of his/her position.

The guidelines listed above are descriptive examples of traffic violations that would deem an employee a high-risk driver. Although this list is not all inclusive, best judgement will be used with any infraction of the above list and each incident will be considered on a case-by-case basis with final eligibility determined by the General Manager.

Madera Irrigation District
Personnel Policy

Title: **Temporary Acting Assignment~~:~~**

Section: **218**

Revised: ~~**12/15/15**~~

Purpose

The ~~principle~~ purpose of this policy is to define what constitutes a temporary acting assignment and the parameters for which an employee can be temporarily assigned to other positions in lower, same, or higher salary.

Scope

This policy applies to all District employees.

Policy

A temporary acting assignment occurs when an employee is temporarily assigned to perform duties of a different job in either the lower, same, or higher salary. The intention of a temporary acting assignment is to formally assign the responsibilities to an employee as an interim measure while the District is taking active steps to fill a vacancy. If the District is not taking active steps to fill the vacancy, an acting assignment may not be used. An employee must be assigned at least 50 percent of the duties of the vacant position, or must be officially designated and announced as being assigned the duties on an acting basis before the action can be considered as an acting assignment.

When an employee is temporarily assigned to a position in a higher salary, a temporary promotion will apply:

1. A temporary salary increase will be provided to an employee while on a temporary assignment.

2. The employee selected to temporarily fill a higher level should be aware that the promotion is temporary, and he/she will return to his/her regular position and salary when the temporary assignment ends or when the position is advertised for full-time staffing.

3. If a decision is made to change the temporary assignment to a full-time assignment, the job vacancy may~~will~~ be posted in accordance with the District Policy 203 - Recruitment and Selection. The employee currently filling the temporary assignment may apply for the full-time position at this time along with other interested employees.

4. Human Resources will gather the required documentation and obtain the necessary signatures.~~The Human Resource Department will complete the Temporary Assignment Form along with a Payroll Change Notice Form and forward for signatures following formal request and authorization.~~

Madera Irrigation District
Personnel Policy

Title: **Temporary Acting Assignment**

Section: **218**

Revised: **11/12/26**

Purpose

The purpose of this policy is to define what constitutes a temporary acting assignment and the parameters for which an employee can be temporarily assigned to other positions in lower, same, or higher salary.

Scope

This policy applies to all District employees.

Policy

A temporary acting assignment occurs when an employee is temporarily assigned to perform duties of a different job in either the lower, same, or higher salary. The intention of a temporary acting assignment is to formally assign the responsibilities to an employee as an interim measure while the District is taking active steps to fill a vacancy. If the District is not taking active steps to fill the vacancy, an acting assignment may not be used. An employee must be assigned at least 50 percent of the duties of the vacant position, or must be officially designated and announced as being assigned the duties on an acting basis before the action can be considered as an acting assignment.

When an employee is temporarily assigned to a position in a higher salary, a temporary promotion will apply:

1. A temporary salary increase will be provided to an employee while on a temporary assignment.

2. The employee selected to temporarily fill a higher level should be aware that the promotion is temporary, and he/she will return to his/her regular position and salary when the temporary assignment ends or when the position is advertised for full-time staffing.

3. If a decision is made to change the temporary assignment to a full-time assignment, the job vacancy may be posted in accordance with the District Policy 203 Recruitment and Selection. The employee currently filling the temporary assignment may apply for the full-time position at this time along with other interested employees.

4. Human Resources will gather the required documentation and obtain the necessary signatures.

Madera Irrigation District
Personnel Policy

Title: **Medical Insurance**

Section: **401**

Revised: ~~**08/08/2024**~~

Purpose
The ~~principal~~ purpose of this policy is to define the provisions of Madera Irrigation District's Medical Insurance Plan.

Scope
This policy applies to all eligible District employees ("Employees"), current directors ("Directors"), and retirees ("Retirees").

Policy
Eligibility and Coverage of Employee: All eligible Employees are eligible to participate in the Medical Insurance Plan of their choice available through the District. Employees must be enrolled in another group health plan to waive coverage. Any waiver of medical coverage will require proof of other coverage.

Employees must elect coverage and the effective date of coverage will be the first of the month following thirty (30) days from date of hire. Following separation or termination of employment with the District, employee's benefits will terminate on the last day of the month of separation. The Eemployee and/or any enrolled dependents may elect to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

The District pays the total premium cost for each covered Employee and 85% of the cost of dependent coverage. The 15% cost of dependent coverage that is the responsibility of the Employee is deducted in equal amounts from the Employee's earnings on the first two payroll checks of each month.

Exception: If an Employee is absent from work, in an unpaid status, in excess of thirteen (13) working days (104 hours) on any one month, for reasons other than that which is covered by the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA), they maywill be placed on unpaid leave ~~(an employment status that means the employee is away from work for an extended period of time)~~ and coverage in the District's Medical Insurance Plan will terminate at the end of that month in which they were absent. If they continue to be absent the following month, then the employee may elect to continue and pay for coverage ~~through COBRA for the following months of leave~~.

Eligibility and Coverage of Directors: All current Directors are eligible to participate in the Medical Insurance Plan of their choice available through the District. Directors must elect coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of taking office. Directors waiving medical insurance must confirm proof of other coverage.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

The District pays the total premium cost for each covered Director and 85% of the cost of dependent coverage. ~~The 15% cost of dependent coverage that is the responsibility of the Director will be billed at the beginning of each month.~~ The Director's 15% cost of dependent coverage will be billed in advance, and payment must be received by the last business day of the month preceding the applicable benefit coverage period or dependent coverage will be cancelled.

Changes to Coverage: Other than Annual Open Enrollment period, an Employee and Directors may only make changes to their current benefit elections when they've experienced a qualif~~i~~ying~~ed~~ event. A qualifying event is a 30-day event set forth by the Internal Revenue Service (IRS) Section. 125. It is an IRS regulation that allows employees to make midyear election changes to their pre-taxed deductions when a change in a participant's status occurs. Changes to coverage must be requested within 30 days of the event. Documentation of this event must be verified by Human Resources or a representative of the District's Administration. This includes events such as: separation of employment, change in legal marital status, birth of a child, adoption, as well as other qualifiers (this list is not all inclusive).

Continuation of Medical Insurance for Retirees: The District will continue medical insurance coverage for "Retirees" and one dependent until Medicare eligible subject to the following terms and conditions:

1. Retirees: Employees must be employed in full-time service with the District preceding their retirement date. This means, there can be no lapse in coverage between the date of retirement and the date retirement benefits begin. The employees must transfer from active status directly to retired status. The employee may not go from active status to COBRA to Retiree benefits. According to Government Code Section 53201, Directors having taken office after January 1, 1995 are not eligible for benefits upon retirement, except the benefits within COBRA guidelines.

2. Dependents: Covered dependents include only one dependent as such dependent may exist at the time of retirement from the District.

3. Payment of Premiums: The District will pay a percentage of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree. The Retiree will pay the difference between the District's contribution toward the lowest premium cost and the actual premium cost of the Retiree's choice plan and will also pay 100% cost of the dependent coverage. The District's contributions are as follows:

   a. At time of retirement, Employee must be at least fifty-five (55) years old and have at least ten (10) years of full-time service with the District. The District will then pay 25% of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree.

   b. At time of retirement, Employee must be at least sixty (60) years old and have at least fifteen (15) years of full-time service with the District. The District will then pay 50% of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree.
   ~~b.~~

   c. At time of retirement, Employee must be at least sixty-three (63) years old and have at least fifteen (15) years of full-time service with the District. The District will then pay 75% of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

The District's contribution amount is determined at time of retirement.

1. Termination of Coverage:
Eligibility for this benefit automatically terminates upon:
   a. The death of the Retiree. All benefits will cease and any surviving dependent losing medical coverage under the group plan will be afforded his/her rights under COBRA or other applicable law.
   ~~a.~~
   b. Retiree reaches the age when he/she is eligible for Medicare. All benefits will cease and any surviving dependent losing medical coverage under the group plan will be afforded his/her rights under COBRA or other applicable law.
   ~~b.~~
   c. Dependents reaching the age when he/she is eligible for Medicare. If the dependent reaches Medicare age before the Retiree, the benefit will be reduced to the appropriate "Retiree only" rate and the Retiree may continue coverage if still eligible.
   ~~c.~~
   d. Eligibility for medical benefits from another employer of the Retiree or his/her spouse.

2. Billing: ~~The Retiree will be billed, at the beginning of each month, beginning with the first month following the retirement date, for their cost of the medical insurance premium. Any such billings which remain unpaid on the fifteenth (15th) day of such month shall be cause for discontinuance of coverage at the end of that month~~. The Retiree's cost of medical insurance premium will be billed in advance, and payment must be received by the last business day of the month preceding the applicable benefit coverage period to maintain coverage. Once coverage is terminated, it may not be reinstated at any point in the future.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

Madera Irrigation District
Personnel Policy

Title: **Medical Insurance**

Section: **401**

Revised: **11/12/26**

Purpose
The purpose of this policy is to define the provisions of Madera Irrigation District's Medical Insurance Plan.

Scope
This policy applies to all eligible District employees ("Employees"), current directors ("Directors"), and retirees ("Retirees").

Policy
Eligibility and Coverage of Employee: All eligible Employees are eligible to participate in the Medical Insurance Plan of their choice available through the District. Employees must be enrolled in another group health plan to waive coverage. Any waiver of medical coverage will require proof of other coverage.

Employees must elect coverage and the effective date of coverage will be the first of the month following thirty (30) days from date of hire. Following separation or termination of employment with the District, employee's benefits will terminate on the last day of the month of separation. The Employee and/or any enrolled dependents may elect to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

The District pays the total premium cost for each covered Employee and 85% of the cost of dependent coverage. The 15% cost of dependent coverage that is the responsibility of the Employee is deducted in equal amounts from the Employee's earnings on the first two payroll checks of each month.

Exception: If an Employee is absent from work, in an unpaid status, in excess of thirteen (13) working days (104 hours) on any one month, for reasons other than that which is covered by the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA), they will be placed on unpaid leave and coverage in the District's Medical Insurance Plan will terminate at the end of that month in which they were absent. If they continue to be absent the following month, then the employee may elect to continue and pay for coverage.

Eligibility and Coverage of Directors: All current Directors are eligible to participate in the Medical Insurance Plan of their choice available through the District. Directors must elect coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of taking office. Directors waiving medical insurance must confirm proof of other coverage.
The District pays the total premium cost for each covered Director and 85% of the cost of dependent

coverage. The Director's 15% cost of dependent coverage will be billed in advance, and payment must be received by the last business day of the month preceding the applicable benefit coverage period or dependent coverage will be cancelled.

Changes to Coverage: Other than Annual Open Enrollment period, an Employee and Directors may only make changes to their current benefit elections when they've experienced a qualifying event. A qualifying event is a 30-day event set forth by the Internal Revenue Service (IRS) Section. 125. It is an IRS regulation that allows employees to make midyear election changes to their pre-taxed deductions when a change in a participant's status occurs. Changes to coverage must be requested within 30 days of the event. Documentation of this event must be verified by Human Resources or a representative of the District's Administration. This includes events such as: separation of employment, change in legal marital status, birth of a child, adoption, as well as other qualifiers (this list is not all inclusive).

Continuation of Medical Insurance for Retirees: The District will continue medical insurance coverage for "Retirees" and one dependent until Medicare eligible subject to the following terms and conditions:

1. Retirees: Employees must be employed in full-time service with the District preceding their retirement date. This means, there can be no lapse in coverage between the date of retirement and the date retirement benefits begin. The employees must transfer from active status directly to retired status. The employee may not go from active status to COBRA to Retiree benefits. According to Government Code Section 53201, Directors having taken office after January 1, 1995 are not eligible for benefits upon retirement, except the benefits within COBRA guidelines.

2. Dependents: Covered dependents include only one dependent as such dependent may exist at the time of retirement from the District.

3. Payment of Premiums: The District will pay a percentage of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree. The Retiree will pay the difference between the District's contribution toward the lowest premium cost and the actual premium cost of the Retiree's choice plan and will also pay 100% cost of the dependent coverage. The District's contributions are as follows:

   a. At time of retirement, Employee must be at least fifty-five (55) years old and have at least ten (10) years of full-time service with the District. The District will then pay 25% of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree.

   b. At time of retirement, Employee must be at least sixty (60) years old and have at least fifteen (15) years of full-time service with the District. The District will then pay 50% of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree.

   c. At time of retirement, Employee must be at least sixty-three (63) years old and have at least fifteen (15) years of full-time service with the District. The District will then pay 75% of the lowest premium cost from the available District Medical Insurance Plans for the covered Retiree.

   The District's contribution amount is determined at time of retirement.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

1. Termination of Coverage:
   Eligibility for this benefit automatically terminates upon:
   a. The death of the Retiree. All benefits will cease and any surviving dependent losing medical coverage under the group plan will be afforded his/her rights under COBRA or other applicable law.

   b. Retiree reaches the age when he/she is eligible for Medicare. All benefits will cease and any surviving dependent losing medical coverage under the group plan will be afforded his/her rights under COBRA or other applicable law.

   c. Dependents reaching the age when he/she is eligible for Medicare. If the dependent reaches Medicare age before the Retiree, the benefit will be reduced to the appropriate "Retiree only" rate and the Retiree may continue coverage if still eligible.

   d. Eligibility for medical benefits from another employer of the Retiree or his/her spouse.

2. Billing: The Retiree's cost of medical insurance premium will be billed in advance, and payment must be received by the last business day of the month preceding the applicable benefit coverage period to maintain coverage. Once coverage is terminated, it may not be reinstated at any point in the future.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

Madera Irrigation District
Personnel Policy

Title: **Dental Insurance**

Section: **402**

Revised: ~~**08/08/24**~~

Purpose
The ~~principal~~ purpose of this policy is to define the provisions of ~~the~~ Madera Irrigation District's Dental Insurance Plan.

Scope
This policy applies to all eligible District employees ("Employees") and current directors ("Directors").

Policy
Eligibility and Coverage of Employee~~s~~: As the District participates in a non-voluntary dental plan, all full-time employees and their dependents must participate in the Dental Insurance Plan provided by the District.

Employees must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of hire. The Dental Insurance Plan will cover the Employee and all dependents and is 100% funded by the District.

Following separation or termination of employment with the District, employee's benefits will terminate on the last day of the month of separation. The E~~e~~mployee and/or any enrolled dependents may elect to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Exception: If an Employee is absent from work in an unpaid status, in excess of thirteen (13) working days (104 hours) in any one month, for reasons other than that which is covered by the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) they may~~will~~ be placed on unpaid leave ~~(an employment status that means the employee is away from work for an extended period of time)~~ and coverage in the District's Dental Insurance Plan will terminate at the end of that month in which they were absent. If they continue to be absent the following month, then the employee may elect to continue and pay for coverage ~~through COBRA for the following months of leave~~.

Eligibility and Coverage of Directors: All current Directors and their dependents must enroll in the Dental Insurance Plan provided by the District. Directors must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of taking office. The Dental Insurance Plan will cover the Director and all dependents and is 100% funded by the District. Benefits will terminate on the last day of the month in which the Director's term in office ends. The Director and

any enrolled dependents may elect to continue coverage through COBRA.
Changes to Coverage: An Employee or Director may only make changes to their current benefit elections when they've experienced a qualifying event. A qualifying event is a 30- day event set forth by the Internal Revenue Service (IRS) Section. 125. It is an IRS regulation that allows employees to make mid-year election changes to their pre-taxed deductions when a change in a participant's status occurs. Changes to coverage must be requested within 30 days of the event. Documentation of this event must be verified by Human Resources or a representative of the District's Administration. This includes events such as: separation of employment, change in legal status, birth of a child, adoption, marriage, as well as other qualifiers (this list is not all inclusive). Since all eligible employees, Directors, and dependents will be enrolled continuously in the Dental Insurance Plan provided by the District for the duration of time which they are eligible, **Annual Open Enrollment does not apply to the Dental Insurance Plan.**

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

Madera Irrigation District
Personnel Policy

Title: **Dental Insurance**

Section: **402**

Revised: **11/12/26**

Purpose
The purpose of this policy is to define the provisions of Madera Irrigation District's Dental Insurance Plan.

Scope
This policy applies to all eligible District employees ("Employees") and current directors ("Directors").

Policy
Eligibility and Coverage of Employee: As the District participates in a non-voluntary dental plan, all full-time employees and their dependents must participate in the Dental Insurance Plan provided by the District.

Employees must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of hire. The Dental Insurance Plan will cover the Employee and all dependents and is 100% funded by the District.

Following separation or termination of employment with the District, employee's benefits will terminate on the last day of the month of separation. The Employee and/or any enrolled dependents may elect to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Exception: If an Employee is absent from work in an unpaid status, in excess of thirteen (13) working days (104 hours) in any one month, for reasons other than that which is covered by the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) they may be placed on unpaid leave and coverage in the District's Dental Insurance Plan will terminate at the end of that month in which they were absent. If they continue to be absent the following month, then the employee may elect to continue and pay for coverage.

Eligibility and Coverage of Directors: All current Directors and their dependents must enroll in the Dental Insurance Plan provided by the District. Directors must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of taking office. The Dental Insurance Plan will cover the Director and all dependents and is 100% funded by the District. Benefits will terminate on the last day of the month in which the Director's term in office ends. The Director and any enrolled dependents may elect to continue coverage through COBRA.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding

Changes to Coverage: An Employee or Director may only make changes to their current benefit elections when they've experienced a qualifying event. A qualifying event is a 30- day event set forth by the Internal Revenue Service (IRS) Section. 125. It is an IRS regulation that allows employees to make mid-year election changes to their pre-taxed deductions when a change in a participant's status occurs. Changes to coverage must be requested within 30 days of the event. Documentation of this event must be verified by Human Resources or a representative of the District's Administration. This includes events such as: separation of employment, change in legal status, birth of a child, adoption, marriage, as well as other qualifiers (this list is not all inclusive). Since all eligible employees, Directors, and dependents will be enrolled continuously in the Dental Insurance Plan provided by the District for the duration of time which they are eligible, **Annual Open Enrollment does not apply to the Dental Insurance Plan.**

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

Madera Irrigation District
Personnel Policy

Title: **Vision Insurance**

Section: **403**

Revised: ~~08/08/24~~

Purpose
The ~~principal~~ purpose of this policy is to define the provisions of Madera Irrigation District's Vision Insurance Plan.

Scope
This policy applies to all eligible District employees ("Employees") and current directors ("Directors").

Policy
Eligibility and Coverage of Employee: As the District participates in a non-voluntary vision plan, all full-time employees and their dependents must participate in the Vision Insurance Plan provided by the District.

Employees must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of hire. The Vision Plan will cover the Employee and all dependents and is 100% funded by the District.

Following separation or termination of employment with the District, employee's benefits will terminate on the last day of the month of separation. The Employee and/or any enrolled dependents may elect to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Exception: If an Employee is absent from work, in an unpaid status, in excess of thirteen (13) working days (104 hours) in any one month, for reasons other than that which is covered by the Family and Medical Leave Act/California Family Rights Act (CFRA), they may~~will~~ be placed on unpaid leave, ~~(an employment status that means the employee is away from work for an extended period of time)~~ and coverage in the District's Vision Insurance Plan will terminate a~~tnd~~ the end of that month in which they were absent. If they continue to be absent the following month, then t~~T~~he employee may elect to continue and pay for coverage ~~through COBRA for the following months of leave~~.

Eligibility and Coverage of Directors: All current Directors and their dependents must enroll in the Vision Insurance Plan provided by the District. Directors must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of taking office. The Vision Plan will cover the Director and all dependents and is 100% funded by the District. Benefits will terminate on the last day of the month in which the Director's term in office ends. The Director and any enrolled

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

dependents may elect to continue coverage through COBRA.

Changes to Coverage: An Employee or Director may only make changes to their current benefit elections when they've experienced a qualifying~~ied~~ event. A qualifying event is a 30- day event set forth by the Internal Revenue Service (IRS) Section. 125. It is an IRS regulation that allows employees to make midyear election changes to their pre-taxed deductions when a change in a participant's status occurs. Changes to coverage must be requested within 30 days of the event. Documentation of this event must be verified by -Human Resources or a representative of the District's Administration. This includes events such as: separation of employment, change in legal status, birth of a child, adoption, marriage, as well as other qualifiers (this list is not all inclusive). Since all eligible employees, Directors, and dependents will be enrolled continuously in the Vision Insurance Plan provided by the District for the duration of time which they are eligible, **Annual Open Enrollment does not apply to the Vision Insurance Plan.**

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

Madera Irrigation District
Personnel Policy

Title: **Vision Insurance**

Section: **403**

Revised: **11/12/26**

Purpose
The purpose of this policy is to define the provisions of Madera Irrigation District's Vision Insurance Plan.

Scope
This policy applies to all eligible District employees ("Employees") and current directors ("Directors").

Policy
Eligibility and Coverage of Employee: As the District participates in a non-voluntary vision plan, all full-time employees and their dependents must participate in the Vision Insurance Plan provided by the District.

Employees must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of hire. The Vision Plan will cover the Employee and all dependents and is 100% funded by the District.

Following separation or termination of employment with the District, employee's benefits will terminate on the last day of the month of separation. The Employee and/or any enrolled dependents may elect to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Exception: If an Employee is absent from work, in an unpaid status, in excess of thirteen (13) working days (104 hours) in any one month, for reasons other than that which is covered by the Family and Medical Leave Act/California Family Rights Act (CFRA), they may be placed on unpaid leave, and coverage in the District's Vision Insurance Plan will terminate at the end of that month in which they were absent. If they continue to be absent the following month, then the employee may elect to continue and pay for coverage.

Eligibility and Coverage of Directors: All current Directors and their dependents must enroll in the Vision Insurance Plan provided by the District. Directors must apply for coverage and the effective date of coverage will be the first of the month following thirty (30) days from the date of taking office. The Vision Plan will cover the Director and all dependents and is 100% funded by the District. Benefits will terminate on the last day of the month in which the Director's term in office ends. The Director and any enrolled dependents may elect to continue coverage through COBRA.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Changes to Coverage: An Employee or Director may only make changes to their current benefit elections when they've experienced a qualifying event. A qualifying event is a 30- day event set forth by the Internal Revenue Service (IRS) Section. 125. It is an IRS regulation that allows employees to make midyear election changes to their pre-taxed deductions when a change in a participant's status occurs. Changes to coverage must be requested within 30 days of the event. Documentation of this event must be verified by Human Resources or a representative of the District's Administration. This includes events such as: separation of employment, change in legal status, birth of a child, adoption, marriage, as well as other qualifiers (this list is not all inclusive). Since all eligible employees, Directors, and dependents will be enrolled continuously in the Vision Insurance Plan provided by the District for the duration of time which they are eligible, **Annual Open Enrollment does not apply to the Vision Insurance Plan.**

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

Madera Irrigation District
Personnel Policy

Title: **Vacation Leave**

Section: **407**

Revised: ~~**08/08/24**~~

Purpose
The ~~principal~~ purpose of this policy is to provide guidelines regarding an employee's vacation leave and to establish procedures for eligibility, approval, and conditions of use.

Scope
This policy applies to all eligible District employees.

Policy
Employees in a regular full-time position shall accrue vacation leave as follows (unless otherwise specified in a written document from the District):

0~~1~~ – 4~~5~~ years	8 hours per month
5 – 9~~10~~ years	10 hours per month
10– 14~~5~~ years	12 hours per month
15 – 19~~20~~ years	14 hours per month
20+ years	16 hours per month

It is the intent of the District that employees will use vacation leave in such a manner that no more than 240 hours are carried forward from one calendar year to the next. In the event an employee has more than 240 hours on January 1 of any year, the District may schedule the use of such excess hours at its discretion. If such excess hours cannot be scheduled for use as vacation hours in January and/or February of the following calendar year, payment for such hours shall be included with the payroll check for the final payroll period in February.

Vacation leave is accrued on the first two payrolls of each month, in equal amounts. Employees must maintain eight (8) hours of vacation leave on the books; employees can go below this level with the General Manager's written approval after six (6) months of employment.

Working While on Vacation Leave: Employees will not be allowed to work for the District for compensation while they are being paid vacation leave pay.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Payment of Accrued Vacation Leave at Termination: At termination of service, employees shall be compensated in accordance with the procedures outlined in District Policy 211 Separation from District at their current compensation rate.~~Any accrued and unpaid vacation leave will be paid to an employee at the time of final payment for time worked.~~

Condition for Vacation Leave Accrual: If an employee is absent from work, in an unpaid leave status in excess of thirteen (13) working days in any one month, such employee shall not accrue vacation leave for that month.

Request and Request Response of Vacation Leave: Requests for vacation leave must be submitted to a supervisor at least one (1) week (5 business days) before the requested leave. Employees must ensure that they have enough accrued vacation leave available to cover the dates requested. Requests will be evaluated by the employee's supervisor and either approved or denied based on a number of factors including department operating and staffing requirements. Special circumstances will be at the discretion of the supervisor.

Reporting of Vacation Leave: To avoid delays in the processing of the bi-weekly payroll, Department Heads should approve vacation leave in a timely manner.

Vacation Leave Use: Regular full-time employees who are absent due to sickness or a job-related disability may elect to use accrued vacation leave after such employees' sick leave has been exhausted in order to subsidize workers' compensation or State Disability Insurance payments. In no event, shall a combination of the above payments exceed the normal gross pay of the employee for an eighty (80) hour pay period.

General: If an employee becomes ill or is injured while on vacation leave, the length of this illness or injury may be converted to sick leave at the discretion of the employee, provided the employee notifies his or her supervisor prior to the completion of payroll for the a~~e~~ffected pay period and complies with District Policy 408 Sick Leave ~~Policy~~. Should a holiday occur during a vacation period, or during any leave when vacation is being used to supplement income, it will be paid as holiday pay and vacation leave will not be charged for that day.

Exempt Employees: No charge shall be made against an exempt employee's accrued vacation leave for time away from the office that is less than one full day.

Leave Usage Prior to Retirement: Once an employee has selected a definite retirement date they may elect to use accrued vacation leave, provided that such use will be subject to approval of the Department Head and General Manager and will not adversely impact the successful operation of the District with respect to work schedules and workloads. This election is in lieu of a lump sum payment for these accruals that would normally be paid at retirement. During the period of time that these leaves are being taken, the employee will not continue to accrue sick or vacation leave and will not be paid for any holidays that occur during this period of time.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Vacation Leave**

Section: **407**

Revised: **11/12/26**

Purpose
The purpose of this policy is to provide guidelines regarding an employee's vacation leave and to establish procedures for eligibility, approval, and conditions of use.

Scope
This policy applies to all eligible District employees.

Policy
Employees in a regular full-time position shall accrue vacation leave as follows (unless otherwise specified in a written document from the District):

0 – 4 years	8 hours per month
5 – 9 years	10 hours per month
10– 14 years	12 hours per month
15 – 19 years	14 hours per month
20+ years	16 hours per month

It is the intent of the District that employees will use vacation leave in such a manner that no more than 240 hours are carried forward from one calendar year to the next. In the event an employee has more than 240 hours on January 1 of any year, the District may schedule the use of such excess hours at its discretion. If such excess hours cannot be scheduled for use as vacation hours in January and/or February of the following calendar year, payment for such hours shall be included with the payroll check for the final payroll period in February.

Vacation leave is accrued on the first two payrolls of each month, in equal amounts. Employees must maintain eight (8) hours of vacation leave on the books; employees can go below this level with the General Manager's written approval after six (6) months of employment.

Working While on Vacation Leave: Employees will not be allowed to work for the District for compensation while they are being paid vacation leave pay.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Payment of Accrued Vacation Leave at Termination: At termination of service, employees shall be compensated in accordance with the procedures outlined in District Policy 211 Separation from District at their current compensation rate.

Condition for Vacation Leave Accrual: If an employee is absent from work, in an unpaid leave status in excess of thirteen (13) working days in any one month, such employee shall not accrue vacation leave for that month.

Request and Request Response of Vacation Leave: Requests for vacation leave must be submitted to a supervisor at least one (1) week (5 business days) before the requested leave. Employees must ensure that they have enough accrued vacation leave available to cover the dates requested. Requests will be evaluated by the employee's supervisor and either approved or denied based on a number of factors including department operating and staffing requirements. Special circumstances will be at the discretion of the supervisor.

Reporting of Vacation Leave: To avoid delays in the processing of the bi-weekly payroll, Department Heads should approve vacation leave in a timely manner.

Vacation Leave Use: Regular full-time employees who are absent due to sickness or a job-related disability may elect to use accrued vacation leave after such employees' sick leave has been exhausted in order to subsidize workers' compensation or State Disability Insurance payments. In no event, shall a combination of the above payments exceed the normal gross pay of the employee for an eighty (80) hour pay period.

General: If an employee becomes ill or is injured while on vacation leave, the length of this illness or injury may be converted to sick leave at the discretion of the employee, provided the employee notifies his or her supervisor prior to the completion of payroll for the affected pay period and complies with District Policy 408 Sick Leave. Should a holiday occur during a vacation period, or during any leave when vacation is being used to supplement income, it will be paid as holiday pay and vacation leave will not be charged for that day.

Exempt Employees: No charge shall be made against an exempt employee's accrued vacation leave for time away from the office that is less than one full day.

Leave Usage Prior to Retirement: Once an employee has selected a definite retirement date they may elect to use accrued vacation leave, provided that such use will be subject to approval of the Department Head and General Manager and will not adversely impact the successful operation of the District with respect to work schedules and workloads. This election is in lieu of a lump sum payment for these accruals that would normally be paid at retirement. During the period of time that these leaves are being taken, the employee will not continue to accrue sick or vacation leave and will not be paid for any holidays that occur during this period of time.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Sick Leave**

Section: **408**

Revised: ~~02/20/2024~~

Purpose
The ~~principle~~ purpose of this policy is to provide an income benefit for an employee who, because of illness or appointments for medical reasons, is unavoidably absent from work.

Scope
This policy applies to all eligible District employees.

Policy
Sick Leave Accumulation: Beginning with the hire date of employment, each regular full-time employee ~~assigned to a regular full-time position~~ shall accrue eight (8) hours of sick leave for each month of employment. Regular part-time and temporary employees shall accrue sick hours based on the hours worked for each month of employment at the rate required by law. Unused paid sick leave remaining at the end of a calendar year shall carry over to the next calendar year with no maximum accrual. This sick leave is accrued on the first two payrolls of each month~~, in equal amounts~~.

Sick Leave Use: Sick leave may be used ~~by regular full-time employees~~ for absences ~~from work~~ due to illness, injury,~~accidents~~, pregnancy,~~ or~~ medical appointments, or to care for an ill immediate family member or designated person, including accompanying them to medical appointments or the hospital. Sick leave may also be used to ~~also be used to~~ supplement ~~payments from~~ Worker~~'~~s' Compensation, State Disability Insurance, or Paid Family Leave benefits during recovery from an injury or illness, including a work-related injury or illness, or while caring for an eligible sick family member, ~~the period of recuperation for a job-related injury in order~~ to bring the employee's gross pay~~salary~~ up to the equivalent amount they would normally receive during~~for~~ a regular payroll period. E~~Any e~~mployee~~s~~ absent from work in excess of three (3) consecutive working days must provide a doctor's verification of the illness or injury. ~~Employees may also use accrued sick leave in order to attend to a sick member of their immediate family, designated person, or to take them to a doctor's visit or the hospital.~~ For the purposes of this policy, "immediate family" shall be consistent with the Family and Medical Leave Act (FMLA) ~~and include spouse, child, or parent~~ (See District Policy 421 Family and Medical Leave~~MLA Policy~~). Accrued sick time may also be used for qualifying health, safety, and legal matters arising from acts of violence (See District Policy 424 Other Types of Leaves).

Reporting Sick Leave: Employees are responsible ~~to report~~for reporting all sick leave to their

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

immediate supervisor or Department Head at least 30 minutes prior to their scheduled work shift.

Condition for Sick Leave Accrual: If an employee is absent from work in an unpaid leave status in excess of thirteen (13) working days in any one month, such employee shall not accrue sick leave for that month.

General: Should a holiday occur during sick leave, or during any leave when sick leave is being used to supplement income, it will be paid as holiday pay and sick leave will not be charged for that day.

Sick Leave at Termination of Service: At termination of service, employees shall be compensated in accordance with the procedures outlined in District Policy~~,~~ 211 Separation from District at their current compensation rate, for any accrued and unused sick leave according to the following schedule:

Sick Leave Vesting Schedule:

Years of Service	Payment Percent
0-5	10%
6-10	30%
11-15	50%
16-20	75%
21+	100%

Exempt Employees: No charge shall be made against an exempt employee's accrued sick leave for time away from the office that is less than one full day.

Eligible employee is defined as: All employees of the District employed for at least thirty (30) days.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Sick Leave**

Section: **408**

Revised: **11/12/26**

Purpose
The purpose of this policy is to provide an income benefit for an employee who, because of illness or appointments for medical reasons, is unavoidably absent from work.

Scope
This policy applies to all eligible District employees.

Policy
Sick Leave Accumulation: Beginning with the hire date of employment, each regular full-time employee shall accrue eight (8) hours of sick leave for each month of employment. Regular part-time and temporary employees shall accrue sick hours based on the hours worked for each month of employment at the rate required by law. Unused paid sick leave remaining at the end of a calendar year shall carry over to the next calendar year with no maximum accrual. This sick leave is accrued on the first two payrolls of each month.

Sick Leave Use: Sick leave may be used for absences due to illness, injury, pregnancy, medical appointments, or to care for an ill immediate family member or designated person, including accompanying them to medical appointments or the hospital. Sick leave may also be used to supplement Workers' Compensation, State Disability Insurance, or Paid Family Leave benefits during recovery from an injury or illness, including a work-related injury or illness, or while caring for an eligible sick family member, to bring the employee's gross pay up to the equivalent amount they would normally receive during a regular payroll period. Employee absent from work in excess of three (3) consecutive working days must provide a doctor's verification of the illness or injury. For the purposes of this policy, "immediate family" shall be consistent with the Family and Medical Leave Act (FMLA) (See District Policy 421 Family and Medical Leave). Accrued sick time may also be used for qualifying health, safety, and legal matters arising from acts of violence (See District Policy 424 Other Types of Leaves).

Reporting Sick Leave: Employees are responsible for reporting all sick leave to their immediate supervisor or Department Head at least 30 minutes prior to their scheduled work shift.

Condition for Sick Leave Accrual: If an employee is absent from work in an unpaid leave status in excess of thirteen (13) working days in any one month, such employee shall not accrue sick leave for that month.

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General: Should a holiday occur during sick leave, or during any leave when sick leave is being used to supplement income, it will be paid as holiday pay and sick leave will not be charged for that day.

Sick Leave at Termination of Service: At termination of service, employees shall be compensated in accordance with the procedures outlined in District Policy 211 Separation from District at their current compensation rate, for any accrued and unused sick leave according to the following schedule:

Sick Leave Vesting Schedule:

Years of Service	Payment Percent
0-5	10%
6-10	30%
11-15	50%
16-20	75%
21+	100%

Exempt Employees: No charge shall be made against an exempt employee's accrued sick leave for time away from the office that is less than one full day.

Eligible employee is defined as: All employees of the District employed for at least thirty (30) days.

This policy is subject to the "Meet and Confer" process as outlined in the MIDEA Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Leave Without Pay**

Section: **409**

Revised: ~~**06/20/17**~~

Purpose
The ~~principle~~ purpose of this policy is to define and specify the guidelines for approval of Leave Without Pay.

Scope
This policy applies to all eligible District employees.

Policy
Leave Without Pay (LWOP) is an approved temporary absence from work in a non-pay status requested by an employee. Regular full-time employees may be granted LWOP upon written request, subject to recommendation and approval of the Department Head and the General Manager (GM).

Leave Without Pay for Disability or Illness: LWOP ~~shall~~may be granted for disability or illness. ~~Employees returning from LWOP shall be paid at the same salary authorized for their classification as when they commenced such leave~~. An employee's~~Their~~ anniversary date may be adjusted to reflect this leave if such leave was in excess of three months.

Reporting of Leave Without Pay: Requests for LWOP shall be reported to the Department Head as far in advance as possible. If, in cases of illness or emergency, it is not possible for an employee to request his or her leave in advance, a telephone request should be made immediately to the Department Head, and the approved request submitted as soon as possible.

Benefits While on Leave Without Pay: Employees on LWOP retain any accumulated sick leave and vacation leave until they either return to work, or notify the District of their intent to terminate their employment with the District. If employees wish to continue their benefit package while on LWOP (except for leaves qualifying under state or federal leave laws), they must make arrangements with the Finance Department and~~to~~ pay the total premium costs (employee and dependent portion) of the benefit package by the ~~on the first working~~ last business day of the~~each~~ month preceding their benefit coverage~~of such leave~~. If the LWOP causes the employee to be absent from work in excess of thirteen (13) working days in any one month, there will be no sick leave or vacation leave accrual for that month.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Absent Without Leave (AWOL): This type of leave is a period of absence without pay for which the employee did not obtain approval or for which a request for leave was denied. AWOL is based on the supervisor's determination that no form of leave (annual, sick, LWOP, etc.) has been or should be approved for the absence on existing evidence. AWOL can be converted to appropriate leave when a supervisor receives and is satisfied with documentation justifying the absence. AWOL is not disciplinary in nature~~,~~ but may be the basis for disciplinary action.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Leave Without Pay**

Section: **409**

Revised: **11/12/26**

Purpose
The purpose of this policy is to define and specify the guidelines for approval of Leave Without Pay.

Scope
This policy applies to all eligible District employees.

Policy
Leave Without Pay (LWOP) is an approved temporary absence from work in a non-pay status requested by an employee. Regular full-time employees may be granted LWOP upon written request, subject to recommendation and approval of the Department Head and the General Manager (GM).

Leave Without Pay for Disability or Illness: LWOP may be granted for disability or illness. An employee's anniversary date may be adjusted to reflect this leave if such leave was in excess of three months.

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Benefits While on Leave Without Pay: Employees on LWOP retain any accumulated sick leave and vacation leave until they either return to work, or notify the District of their intent to terminate their employment with the District. If employees wish to continue their benefit package while on LWOP (except for leaves qualifying under state or federal leave laws), they must make arrangements with the Finance Department and pay the total premium costs (employee and dependent portion) of the benefit package by the last business day of the month preceding their benefit coverage. If the LWOP causes the employee to be absent from work in excess of thirteen (13) working days in any one month, there will be no sick leave or vacation leave accrual for that month.

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Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

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Madera Irrigation District
Personnel Policy

Title: **Leave Without Pay**

Section: **409**

Revised: ~~**06/20/17**~~

Purpose
The ~~principle~~ purpose of this policy is to define and specify the guidelines for approval of Leave Without Pay.

Scope
This policy applies to all eligible District employees.

Policy
Leave Without Pay (LWOP) is an approved temporary absence from work in a non-pay status requested by an employee. Regular full-time employees may be granted LWOP upon written request, subject to recommendation and approval of the Department Head and the General Manager (GM).

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Reporting of Leave Without Pay: Requests for LWOP shall be reported to the Department Head as far in advance as possible. If, in cases of illness or emergency, it is not possible for an employee to request his or her leave in advance, a telephone request should be made immediately to the Department Head, and the approved request submitted as soon as possible.

Benefits While on Leave Without Pay: Employees on LWOP retain any accumulated sick leave and vacation leave until they either return to work, or notify the District of their intent to terminate their employment with the District. If employees wish to continue their benefit package while on LWOP (except for leaves qualifying under state or federal leave laws), they must make arrangements with the Finance Department and~~to~~ pay the total premium costs (employee and dependent portion) of the benefit package by the ~~on the first working~~ last business day of the~~each~~ month preceding their benefit coverage~~of such leave~~. If the LWOP causes the employee to be absent from work in excess of thirteen (13) working days in any one month, there will be no sick leave or vacation leave accrual for that month.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Absent Without Leave (AWOL): This type of leave is a period of absence without pay for which the employee did not obtain approval or for which a request for leave was denied. AWOL is based on the supervisor's determination that no form of leave (annual, sick, LWOP, etc.) has been or should be approved for the absence on existing evidence. AWOL can be converted to appropriate leave when a supervisor receives and is satisfied with documentation justifying the absence. AWOL is not disciplinary in nature~~,~~ but may be the basis for disciplinary action.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Leave Without Pay**

Section: **409**

Revised: **11/12/26**

Purpose
The purpose of this policy is to define and specify the guidelines for approval of Leave Without Pay.

Scope
This policy applies to all eligible District employees.

Policy
Leave Without Pay (LWOP) is an approved temporary absence from work in a non-pay status requested by an employee. Regular full-time employees may be granted LWOP upon written request, subject to recommendation and approval of the Department Head and the General Manager (GM).

Leave Without Pay for Disability or Illness: LWOP may be granted for disability or illness. An employee's anniversary date may be adjusted to reflect this leave if such leave was in excess of three months.

Reporting of Leave Without Pay: Requests for LWOP shall be reported to the Department Head as far in advance as possible. If, in cases of illness or emergency, it is not possible for an employee to request his or her leave in advance, a telephone request should be made immediately to the Department Head, and the approved request submitted as soon as possible.

Benefits While on Leave Without Pay: Employees on LWOP retain any accumulated sick leave and vacation leave until they either return to work, or notify the District of their intent to terminate their employment with the District. If employees wish to continue their benefit package while on LWOP (except for leaves qualifying under state or federal leave laws), they must make arrangements with the Finance Department and pay the total premium costs (employee and dependent portion) of the benefit package by the last business day of the month preceding their benefit coverage. If the LWOP causes the employee to be absent from work in excess of thirteen (13) working days in any one month, there will be no sick leave or vacation leave accrual for that month.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Absent Without Leave (AWOL): This type of leave is a period of absence without pay for which the employee did not obtain approval or for which a request for leave was denied. AWOL is based on the supervisor's determination that no form of leave (annual, sick, LWOP, etc.) has been or should be approved for the absence on existing evidence. AWOL can be converted to appropriate leave when a supervisor receives and is satisfied with documentation justifying the absence. AWOL is not disciplinary in nature but may be the basis for disciplinary action.

Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Retirement Plan**

Section: **417**

Revised: ~~06/21/19~~

Purpose
The ~~principle~~ purpose of this policy is to clarify the elements of the retirement plan offered by the District. This plan will supplement the retirement benefit portion of Social Security, in which the District also participates on behalf of the employee.

Scope
This policy applies to all eligible District employees.

Policy

1. Retirement Plan: The District's plan is a 401(a) defined contribution plan (Plan). In this type of plan the District's contribution amounts are defined and deposited into the Plan over the course of an employee's employment. Upon retirement, the assets on behalf of an employee are available for distribution under certain terms and conditions. The Plan is governed under Section 401(a) of the Internal Revenue Code. The Plan is fully described and defined in the Madera Irrigation District's Adoption Agreement. A copy of the Madera Irrigation District's Adoption Agreement and Summary of Plan Provisions is ~~will be~~ available to all employees ~~who are participants in the Plan~~.

2. Eligibility: All Regular Full-Time employees~~, defined in District Policy Section 205,~~ who are at least eighteen (18) years old and have one (1) year of continuous service with the District are eligible to participate in the Plan and thus considered a qualified participant.

   ~~2.~~ Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

3. Administration and Management: The Plan is administered and managed by a designated ~~Third Party Administrator,~~ Financial Advisor~~,~~ and Recordkeeper (Financial Institution) selected by the District's Board of Directors.

4. Costs: The District will pay all administrative costs of the plan. The Financial Advisor and Recordkeeper operating expenses are paid from~~for out of~~ the earnings.

5. Hardships: Hardship events as related to the Plan are defined in the Madera Irrigation District's Adoption Agreement~~Internal Revenue Service (IRS) Code Section 401(k)(14)~~. The Recordkeeper~~Third Party Administrator, with confirmation from the District,~~ will

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

make the distribution determination.

6. Loans: Loans are permitted under the Plan and are defined in the Madera Irrigation District's Loan Policy. A copy of the Madera Irrigation District's Loan Policy is available to all employees. The Recordkeeper will make the distribution determination.

~~5.~~7. Contributions: The District will contribute a percentage based on employee's wages, tips and other compensation on Form W-2, excluding Group Term Life Insurance, Auto Allowance, accrued vacation and sick pay at time of severance, and annual payout of accrued vacation in excess of 240 hours. ~~(Exclusions), for each qualified participant.~~ The employee must elect one of the two options for contribution:

a. Classification A- Employee elects a four and a half percent (4.5%) contribution of their wages, tips and other compensation on Form W-2, less Exclusions, and the District will contribute an additional eight and a half percent (8.5%) of their wages, tips and other compensation on Form W-2, less Exclusions, for a total contribution of thirteen (13%) of an employee's wages, tips and other compensation on Form W-2, less Exclusions.

~~a.~~

b. Classification B- Employee elects a zero percent (0%) contribution of their wages, tips and other compensation on Form W-2, less Exclusions, and the District will contribute four percent (4%) of their wages, tips and other compensation on Form W-2, less Exclusions, for a total contribution of four (4%) of an employee's wages, tips and other compensation on Form W-2, less Exclusions.

Once an employee makes an election of Classification A or B above, the employee cannot change that election throughout their duration of employment at the District. There are no exceptions.

~~6.~~8. Vesting: Vesting is the non-forfeitable balance of your employer contributions. If you terminate employment before you have completed six (6) years of service, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of service.

Vesting Schedule for Employer Contributions:

Years of Service	Percent Vested
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

9. Prevailing Documents: In the event there is a discrepancy between this Policy and Madera

Irrigation District's Adoption Agreement or Section 401(a) of the Internal Revenue Code, the Madera Irrigation District Adoption Agreement or Section 401(a) of the Internal Revenue Code shall prevail.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Retirement Plan**

Section: **417**

Revised: **11/12/26**

Purpose
The purpose of this policy is to clarify the elements of the retirement plan offered by the District. This plan will supplement the retirement benefit portion of Social Security, in which the District also participates on behalf of the employee.

Scope
This policy applies to all eligible District employees.

Policy

1. Retirement Plan: The District's plan is a 401(a) defined contribution plan (Plan). In this type of plan the District's contribution amounts are defined and deposited into the Plan over the course of an employee's employment. Upon retirement, the assets on behalf of an employee are available for distribution under certain terms and conditions. The Plan is governed under Section 401(a) of the Internal Revenue Code. The Plan is fully described and defined in the Madera Irrigation District's Adoption Agreement. A copy of the Madera Irrigation District's Adoption Agreement and Summary of Plan Provisions is available to all employees.

2. Eligibility: All Regular Full-Time employees who are at least eighteen (18) years old and have one (1) year of continuous service with the District are eligible to participate in the Plan and thus considered a qualified participant.

   Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week or more on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

3. Administration and Management: The Plan is administered and managed by a designated Financial Advisor and Recordkeeper (Financial Institution) selected by the District's Board of Directors.

4. Costs: The District will pay all administrative costs of the plan. The Financial Advisor and Recordkeeper operating expenses are paid from the earnings.

5. Hardships: Hardship events as related to the Plan are defined in the Madera Irrigation District's Adoption Agreement. The Recordkeeper will make the distribution determination.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

6. Loans: Loans are permitted under the Plan and are defined in the Madera Irrigation District's Loan Policy. A copy of the Madera Irrigation District's Loan Policy is available to all employees. The Recordkeeper will make the distribution determination.

7. Contributions: The District will contribute a percentage based on employee's wages, tips and other compensation on Form W-2, excluding Group Term Life Insurance, Auto Allowance, accrued vacation and sick pay at time of severance, and annual payout of accrued vacation in excess of 240 hours. The employee must elect one of the two options for contribution:

    a. Classification A- Employee elects a four and a half percent (4.5%) contribution of their wages, tips and other compensation on Form W-2, less Exclusions, and the District will contribute an additional eight and a half percent (8.5%) of their wages, tips and other compensation on Form W-2, less Exclusions, for a total contribution of thirteen (13%) of an employee's wages, tips and other compensation on Form W-2, less Exclusions.

    b. Classification B- Employee elects a zero percent (0%) contribution of their wages, tips and other compensation on Form W-2, less Exclusions, and the District will contribute four percent (4%) of their wages, tips and other compensation on Form W-2, less Exclusions, for a total contribution of four (4%) of an employee's wages, tips and other compensation on Form W-2, less Exclusions.

    Once an employee makes an election of Classification A or B above, the employee cannot change that election throughout their duration of employment at the District. There are no exceptions.

8. Vesting: Vesting is the non-forfeitable balance of your employer contributions. If you terminate employment before you have completed six (6) years of service, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of service.

    Vesting Schedule for Employer Contributions:

Years of Service	Percent Vested
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

9. Prevailing Documents: In the event there is a discrepancy between this Policy and Madera Irrigation District's Adoption Agreement or Section 401(a) of the Internal Revenue Code, the Madera Irrigation District Adoption Agreement or Section 401(a) of the Internal Revenue Code shall prevail.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding.

Madera Irrigation District
Personnel Policy

Title: **Deferred Compensation Plan**

Section: **418**

Revised: ~~**10/15/19**~~

Purpose
The ~~principle~~ purpose of this policy is to clarify elements of the Deferred Compensation Plan offered by the District. This plan will allow an employee the opportunity to supplement his or her retirement savings.

Scope
This policy applies to all eligible District employees.

Policy

1. Deferred Compensation Plan: The District's plan is a 457 p~~P~~lan (Plan). In this type of plan, the eligible employee can defer compensation on a pre-tax or post-tax basis through payroll deductions over the course of an employee's employment not to exceed the Internal Revenue Service annual legal maximums ~~after Social Security and Medicare. Upon retirement, the assets within the Plan are available for distribution under certain terms and conditions.~~ The Plan is governed under Section 457(b) of the Internal Revenue Code. The Plan is fully described and defined in the Madera Irrigation District's Adoption Agreement. A copy of the Madera Irrigation District's Adoption Agreement and Summary of Plan Provisions is available to all employees.

2. Eligibility: All Regular Full-Time employees~~, defined in District Policy Section 205~~, who are at least eighteen (18) years of age and have thirty (30) days of continuous service ~~met the benefit eligibility (which is the first of the month following thirty (30) days of employment)~~ with the District are eligible to participate in the Plan and thus considered a qualified participant.

   Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

~~2.~~

3. Administration and Management: The Plan is administered and managed by a designated

~~Third-Party Administrator,~~ Financial Advisor~~,~~ and Recordkeeper (Financial Institution) selected by the District's Board of Directors.

4. Costs: The District will pay all administrative costs of the Plan. The Financial Advisor and Recordkeeper operating expenses are paid from~~for out of~~ the earnings.

5. Distributions~~Unforeseeable Emergency~~: Distribution events related to the Plan are defined in the Madera Irrigation District's Adoption Agreement. ~~These emergency events as related to the Plan are defined in the Internal Revenue Code Section 457(d)(1)(A)(iii). The withdrawal of funds from this plan, prior to termination of service with the District, is limited to the occurrence of an "unforeseeable emergency". This means a severe financial hardship to the participant resulting from a sudden and unexpected illness or accident of the participant or of a dependent of the participant, the loss of the participant's property due to a casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.~~ The Recordkeeper ~~Third-Party Administrator, with confirmation from the District,~~ will make the distribution determination.

~~5.~~6. Loans: Loans are permitted under the Plan and are defined in the Madera Irrigation District's Loan Policy. A copy of the Madera Irrigation District's Loan Policy is available to all employees. The Recordkeeper will make the distribution determination.

7. Contributions: The employee can defer compensation based on their wages, tips and other compensation on Form W-2, excluding Group Term Life Insurance, Auto Allowance, ~~accrued vacation and sick pay at the time of severance,~~ and annual payout of accrued vacation in excess of 240 hours.~~, for each qualified participant.~~

   Upon separation from employment, the employee may elect to contribute the vested portion of unused sick and accrued vacation leave into their 457 Deferred Compensation Plan, subject to the annual contribution limits established by the Internal Revenue Service (IRS).

8. Prevailing Documents: In the event there is a discrepancy between this Policy and Madera Irrigation District's Adoption Agreement or Section 457(b) of the Internal Revenue Code, the Madera Irrigation District Adoption Agreement or Section 457(b) of the Internal Revenue Code shall prevail.

~~6.~~

Madera Irrigation District
Personnel Policy

Title: **Deferred Compensation Plan**

Section: **418**

Revised: **11/12/26**

Purpose
The purpose of this policy is to clarify elements of the Deferred Compensation Plan offered by the District. This plan will allow an employee the opportunity to supplement his or her retirement savings.

Scope
This policy applies to all eligible District employees.

Policy

1. Deferred Compensation Plan: The District's plan is a 457 plan (Plan). In this type of plan, the eligible employee can defer compensation on a pre-tax or post-tax basis through payroll deductions over the course of an employee's employment not to exceed the Internal Revenue Service annual legal maximums. The Plan is governed under Section 457(b) of the Internal Revenue Code. The Plan is fully described and defined in the Madera Irrigation District's Adoption Agreement. A copy of the Madera Irrigation District's Adoption Agreement and Summary of Plan Provisions is available to all employees.

2. Eligibility: All Regular Full-Time employees , who are at least eighteen (18) years of age and have thirty (30) days of continuous service with the District are eligible to participate in the Plan and thus considered a qualified participant.

   Eligible employee is defined as: Regular Full-Time with appointment to a position of employment of thirty (30) hours per week on a regular and continuous basis. Additional information related to employment status is referenced in District Policy Section 205 Employment Status.

3. Administration and Management: The Plan is administered and managed by a designated Financial Advisor and Recordkeeper (Financial Institution) selected by the District's Board of Directors.

4. Costs: The District will pay all administrative costs of the Plan. The Financial Advisor and Recordkeeper operating expenses are paid from the earnings.

This policy is subject to the "Meet and Confer" process as outlined in the Memorandum of Understanding

5. Distributions: Distribution events related to the Plan are defined in the Madera Irrigation District's Adoption Agreement. The Recordkeeper will make the distribution determination.

6. Loans: Loans are permitted under the Plan and are defined in the Madera Irrigation District's Loan Policy. A copy of the Madera Irrigation District's Loan Policy is available to all employees. The Recordkeeper will make the distribution determination.

7. Contributions: The employee can defer compensation based on their wages, tips and other compensation on Form W-2, excluding Group Term Life Insurance, Auto Allowance, and annual payout of accrued vacation in excess of 240 hours.

   Upon separation from employment, the employee may elect to contribute the vested portion of unused sick and accrued vacation leave into their 457 Deferred Compensation Plan, subject to the annual contribution limits established by the Internal Revenue Service (IRS).

8. Prevailing Documents: In the event there is a discrepancy between this Policy and Madera Irrigation District's Adoption Agreement or Section 457(b) of the Internal Revenue Code, the Madera Irrigation District Adoption Agreement or Section 457(b) of the Internal Revenue Code shall prevail.

Madera Irrigation District
Personnel Policy

Title: **Family and Medical Leave**

Section: **421**

Revised: ~~**08/08/24**~~

Purpose
The ~~principal~~ purpose of this policy is to provide information and guidelines for the eligibility of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

Scope
This policy applies to all eligible District employees.

Policy
The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain medical, and non-medical needs for themselves and family members. The maximum amount of leave available is twelve (12) weeks for CFRA and FMLA in a 12-month period.

To be eligible for leave employees must meet all of the following requirements:

a. FMLA/CFRA: Have worked at least twelve (12) months in a temporary or regular status either full-time or part-time.

b. FMLA/CFRA: Have worked at least 1,250 hours over twelve (12) months preceding the date the leave would commence.

These family/medical leave laws are designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons.

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take Pregnancy Disability Leave (PDL) in addition to FMLA; such employees should contact Human Resources regarding their individual situation.

Employees may take FMLA/CFRA leave intermittently under the following guidelines:

a. FMLA/CFRA: Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

b. FMLA: If the leave is for the serious health condition of the employee, child, parent, or spouse

and the reduced schedule is medically necessary as determined by the healthcare provider of the person with the serious health condition. The smallest increment of time that can be used is thirty (30) minutes.

c. CFRA leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. If the leave is for the serious health condition of the employee, spouse, domestic partner, child, registered partner's child, parent, parent-in-law, sibling, grandparent, grandchild or designated person and the reduced schedule is medically necessary as determined by the healthcare provider of the person with serious health condition. The smallest increment of time that can be used is thirty (30) minutes.

Reasons for Taking Leave:

a. FMLA/CFRA: To care for or bond with an employee's newborn child or newly placed foster or adopted child.

b. CFRA: To care for or bond with an employee's domestic partner's newborn child or newly placed foster or adopted child.

c. FMLA/CFRA: To care for a family member with a serious health condition who is the employee's spouse, parent, or child under the age of 18 or age 18 or older who is incapable of self-care.

d. CFRA: To care for a family member with a serious health condition who is the employee's spouse, domestic partner, child or registered domestic partner's child of any age, parent, parent-in-law, sibling, grandparent, grandchild, or designated person.

e. FMLA/CFRA: To care for the employee's own serious health condition that makes the employee unable to perform his or her job.

f. FMLA: To care for the employee's own medical disability related to pregnancy and birth.

g. FMLA/CFRA: To care for a qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, parent, or child in the United States Armed Forces.

h. FMLA: *Military caregiver leave to care for a service member with a serious health condition who is the employee's spouse, domestic partner, child, parent or next of kin.

*An eligible employee can take up to 26 weeks of unpaid leave for the FMLA military caregiver leave during a single twelve (12) month period to care for the service member. An eligible employee may use up to 12 weeks of the 26 weeks for an FMLA qualifying reason other than military caregiver leave and use the remainder for caregiver leave or may use the full 26 weeks of military caregiver leave.

Procedures for Taking Leave: An employee needs to contact his or her Department Head and Human Resources once he or she is aware of the need for FMLA/CFRA leave.

The following guidelines should be followed when requests for family leave are made:

1. If the event necessitating the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or immediate family (Government Code Section 12945.2), including parent-in-law or designated person, the employee must provide at least thirty (30) days' advance notice before leave is to begin. The employee must consult with his or her Department Head regarding the scheduling of any planned medical treatment or supervision to minimize disruption to the operations of the department. Any such scheduling is subject to the certification of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

   If thirty (30) days' notice is not practicable, notice must be given as soon as practicable.

   The District will require that the employee provide certification as explained below within fifteen (15) days of the employee's request for FMLA/CFRA leave, unless it is not practicable for the employee to do so. The District may require re-certification from the health care provider if additional leave is required.

2. If the leave is needed to care for immediate family (Government Code Section 12945.2), including parent-in-law or designated person, the employee must provide a certification from the health care provider that states:

   a. date of commencement of the serious health condition.

   b. probable duration of the condition.

   c. confirmation that the serious health condition warrants the participation of the employee.

3. In cases where both parents are employed by the District and the leave requested is for the birth, adoption or foster care of a child, the District will grant twelve (12) workweeks of FMLA/CFRA leave for each qualifying parent.

4. If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider that states:

   a. date of commencement of the serious health condition.

   b. probable duration of the condition.

   c. a statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position because of the employee's serious health condition.

The District will require certification by the employee's health care provider that the employee is fit to return to his/her job. Failure by the employee to provide certification by the health care provider of the

employee's fitness to return to work will result in the employee being denied reinstatement until such time as the certificate is obtained.

If the FMLA/CFRA request is because of the employee's own serious health condition, the District may require, at the District's expense, a second opinion from a health care provider designated by the District. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by the District. If the second opinion differs from the first opinion, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered final and binding on the District and the employee.

5. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health benefit plans in which he or she was enrolled before the first day of the leave (for up to a maximum of twelve (12) workweeks or twenty six (26) workweeks for military caregiver leave) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (i.e., for pregnancy disability leaves) or under FMLA/CFRA (i.e., for all other family care and medical leaves). The District may recover premiums paid to maintain health coverage for an employee who fails to return to work following FMLA/CFRA leave. An employee who returns to work for at least 30 days is considered to have "returned to work."

   Employees on FMLA/CFRA leave who have exhausted their job-protected leave ~~are not eligible for continued paid coverage~~ may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments for the amount of the applicable premium. ~~Eligibility for continued paid coverage only extends through the twelve (12) weeks of approved leave.~~ Payments are to be made monthly. Employees should contact Human Resources for further information.

6. Unpaid leave may be substituted for paid leave in the following circumstances:

   a. Vacation may be used for any family/medical leave qualifying event.

   b. Accrued sick leave may be used by the employee for the employee's own serious health condition.

   c. Accrued sick leave may be used for the care of immediate family (Government Code Section 12945.2), including parent-in-law or designated person, per District Policy 408 Sick Leave ~~Policy~~.

   d. Accrued sick leave may be used for the birth, adoption, or foster care of a child.

7. Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to his or her original job or to an equivalent job with equal pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the

employee had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had he or she not gone on leave, or if the employee's job has been eliminated during the leave and there is no equivalent or comparable job available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA/CFRA leave.

If the taking of FMLA/CFRA leave causes the employee to be absent from work, in an unpaid status, in excess of thirteen (13) days in any one month, such employee shall not accrue vacation and sick leave during that month. Also, an employee on FMLA/CFRA leave will not be paid for any Holidays that occur during his or her absence unless employee is in a paid status (using sick or vacation leave bank).

8. Leave granted under any of the reasons provided by state and federal law will be counted as FMLA/CFRA leave and will be considered as part of the 12-workweek entitlement in a 12- month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended, provided the employee continues to meet the applicable eligibility requirements. There is no carryover of unused leave from one 12-month period to the next 12-month period.

It is unlawful for an employer to interfere with, restrain, discharge, or discriminate against, or deny the exercise of any right provided under the FMLA/CFRA.

Madera Irrigation District
Personnel Policy

Title: **Family and Medical Leave**

Section: **421**

Revised: **11/12/26**

Purpose
The purpose of this policy is to provide information and guidelines for the eligibility of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

Scope
This policy applies to all eligible District employees.

Policy
The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain medical, and non-medical needs for themselves and family members. The maximum amount of leave available is twelve (12) weeks for CFRA and FMLA in a 12-month period.

To be eligible for leave employees must meet all of the following requirements:

a. FMLA/CFRA: Have worked at least twelve (12) months in a temporary or regular status either full-time or part-time.

b. FMLA/CFRA: Have worked at least 1,250 hours over twelve (12) months preceding the date the leave would commence.

These family/medical leave laws are designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons.

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take Pregnancy Disability Leave (PDL) in addition to FMLA; such employees should contact Human Resources regarding their individual situation.

Employees may take FMLA/CFRA leave intermittently under the following guidelines:

a. FMLA/CFRA: Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

b. FMLA: If the leave is for the serious health condition of the employee, child, parent, or spouse

and the reduced schedule is medically necessary as determined by the healthcare provider of the person with the serious health condition. The smallest increment of time that can be used is thirty (30) minutes.

c. CFRA leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks duration on any two occasions. If the leave is for the serious health condition of the employee, spouse, domestic partner, child, registered partner's child, parent, parent-in-law, sibling, grandparent, grandchild or designated person and the reduced schedule is medically necessary as determined by the healthcare provider of the person with serious health condition. The smallest increment of time that can be used is thirty (30) minutes.

Reasons for Taking Leave:

a. FMLA/CFRA: To care for or bond with an employee's newborn child or newly placed foster or adopted child.

b. CFRA: To care for or bond with an employee's domestic partner's newborn child or newly placed foster or adopted child.

c. FMLA/CFRA: To care for a family member with a serious health condition who is the employee's spouse, parent, or child under the age of 18 or age 18 or older who is incapable of self-care.

d. CFRA: To care for a family member with a serious health condition who is the employee's spouse, domestic partner, child or registered domestic partner's child of any age, parent, parent-in-law, sibling, grandparent, grandchild, or designated person.

e. FMLA/CFRA: To care for the employee's own serious health condition that makes the employee unable to perform his or her job.

f. FMLA: To care for the employee's own medical disability related to pregnancy and birth.

g. FMLA/CFRA: To care for a qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, parent, or child in the United States Armed Forces.

h. FMLA: *Military caregiver leave to care for a service member with a serious health condition who is the employee's spouse, domestic partner, child, parent or next of kin.

*An eligible employee can take up to 26 weeks of unpaid leave for the FMLA military caregiver leave during a single twelve (12) month period to care for the service member. An eligible employee may use up to 12 weeks of the 26 weeks for an FMLA qualifying reason other than military caregiver leave and use the remainder for caregiver leave or may use the full 26 weeks of military caregiver leave.

Procedures for Taking Leave: An employee needs to contact his or her Department Head and Human Resources once he or she is aware of the need for FMLA/CFRA leave.

The following guidelines should be followed when requests for family leave are made:

1. If the event necessitating the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or immediate family (Government Code Section 12945.2), including parent-in-law or designated person, the employee must provide at least thirty (30) days' advance notice before leave is to begin. The employee must consult with his or her Department Head regarding the scheduling of any planned medical treatment or supervision to minimize disruption to the operations of the department. Any such scheduling is subject to the certification of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

   If thirty (30) days' notice is not practicable, notice must be given as soon as practicable.

   The District will require that the employee provide certification as explained below within fifteen (15) days of the employee's request for FMLA/CFRA leave, unless it is not practicable for the employee to do so. The District may require re-certification from the health care provider if additional leave is required.

2. If the leave is needed to care for immediate family (Government Code Section 12945.2), including parent-in-law or designated person, the employee must provide a certification from the health care provider that states:

   a. date of commencement of the serious health condition.

   b. probable duration of the condition.

   c. confirmation that the serious health condition warrants the participation of the employee.

3. In cases where both parents are employed by the District and the leave requested is for the birth, adoption or foster care of a child, the District will grant twelve (12) workweeks of FMLA/CFRA leave for each qualifying parent.

4. If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider that states:

   a. date of commencement of the serious health condition.

   b. probable duration of the condition.

   c. a statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position because of the employee's serious health condition.

The District will require certification by the employee's health care provider that the employee is fit to return to his/her job. Failure by the employee to provide certification by the health care provider of the

employee's fitness to return to work will result in the employee being denied reinstatement until such time as the certificate is obtained.

If the FMLA/CFRA request is because of the employee's own serious health condition, the District may require, at the District's expense, a second opinion from a health care provider designated by the District. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by the District. If the second opinion differs from the first opinion, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered final and binding on the District and the employee.

5. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health benefit plans in which he or she was enrolled before the first day of the leave (for up to a maximum of twelve (12) workweeks or twenty six (26) workweeks for military caregiver leave) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (i.e., for pregnancy disability leaves) or under FMLA/CFRA (i.e., for all other family care and medical leaves). The District may recover premiums paid to maintain health coverage for an employee who fails to return to work following FMLA/CFRA leave. An employee who returns to work for at least 30 days is considered to have "returned to work."

   Employees on FMLA/CFRA leave who have exhausted their job-protected leave may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments for the amount of the applicable premium. Payments are to be made monthly. Employees should contact Human Resources for further information.

6. Unpaid leave may be substituted for paid leave in the following circumstances:

   a. Vacation may be used for any family/medical leave qualifying event.

   b. Accrued sick leave may be used by the employee for the employee's own serious health condition.

   c. Accrued sick leave may be used for the care of immediate family (Government Code Section 12945.2), including parent-in-law or designated person, per District Policy 408 Sick Leave.

   d. Accrued sick leave may be used for the birth, adoption, or foster care of a child.

7. Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to his or her original job or to an equivalent job with equal pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had he or she not gone on leave, or if the employee's

job has been eliminated during the leave and there is no equivalent or comparable job available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA/CFRA leave.

If the taking of FMLA/CFRA leave causes the employee to be absent from work, in an unpaid status, in excess of thirteen (13) days in any one month, such employee shall not accrue vacation and sick leave during that month. Also, an employee on FMLA/CFRA leave will not be paid for any Holidays that occur during his or her absence unless employee is in a paid status (using sick or vacation leave bank).

8. Leave granted under any of the reasons provided by state and federal law will be counted as FMLA/CFRA leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended, provided the employee continues to meet the applicable eligibility requirements. There is no carryover of unused leave from one 12-month period to the next 12-month period.

It is unlawful for an employer to interfere with, restrain, discharge, or discriminate against, or deny the exercise of any right provided under the FMLA/CFRA.

Madera Irrigation District
Personnel Policy

Title: **Other Types of Leave**

Section: **424**

Revised: ~~**08/08/2024**~~

Purpose
The ~~principal~~ purpose of this policy is to define and establish guidelines for other types of leave.

Scope
This policy applies to all District employees with the exception of Marital Leave.

Policy
California law provides a wide variety of statutory protections for employees for periods of time in which they are unable to work for a variety of reasons. The District will adhere to all provisions of California State and Federal Leave laws and will not discharge or in any manner discriminate or retaliate against an employee for following their leave rights as listed below.

District employees shall give reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. The use of accrued leave time is available for certain leaves.

Other Types of Leave

1. Kin Care Leave – Employees are permitted to use one half of any available accrued sick leave per year for the purpose of attending to a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling ~~-~~who is ill.

2. Jury Duty and Court Attendance Leave – Employees are permitted to serve as a juror at an inquest or trial or when the employee is a victim of crime and is required to appear as a witness.

An employee may be scheduled to serve on jury duty during regular working hours. In such instances, the employee will be paid regular wages for jury duty leaves. They are, however, required to submit all payments, exclusive of mileage fees, reimbursed to them by the Courts to the District.

In order to receive full pay for jury duty, a written statement certifying attendance must be obtained from the office of the Jury Commissioner and given to the Department Head. This statement should contain the date(s) and time(s) of appearance(s).

If an employee is summoned to appear in court in connection with work as a District employee, such appearance will be considered time worked. Employees summoned to appear in court, for reasons other

than in their capacity as District employees, shall be given time off for such appearances and such time shall be charged as vacation leave. If there is insufficient vacation leave available, the balance may be authorized as Leave Without Pay.

3. Crime Victim's Leave – Employees, family members or designated person who are victims of domestic violence, ~~or~~ sexual assault, stalking or any qualifying act of violence* may request sick~~unpaid~~ time ~~off~~ for the following reasons:

   - To seek medical attention for injuries caused by the domestic violence or sexual assault.
   - To obtain services from a domestic violence shelter, program, or rape crisis centers and victim services organization.
   - To obtain psychological counseling related to an experience of domestic violence, ~~or~~ sexual assault, stalking ~~;~~ or mental health services.
   - To participate in safety planning and take other actions to increase safety from future crime or abuse.

   *A qualifying act of violence may include: an act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual, the brandishing or drawing of a weapon, the perceived or actual threat to use force against another individual to cause physical injury or death.

4. Volunteer Civil Service Emergency Responder Leave - Employees who are required to perform emergency duty training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel are permitted up to 14 days of unpaid leave per calendar year to engage in training relative to their duty. Leave to perform emergency duty will also be granted and is considered unpaid leave.

5. School Visitation Leave – Upon reasonable notice, an employee (that is a parent or guardian of a child in grades K through 12) may take up to 40 hours unpaid leave annually (but no more than eight (8) hours per month), for the purpose of attending activities or requests for meetings at their child's school or daycare facility.

6. Voting Leave – If an employee demonstrates that he/she does not have sufficient time outside of work hours in which to vote in a state-wide election, the employee will be granted two (2) hours at the beginning or ending of their regular shift in which to cast their vote without loss of compensation.

7. Service as ~~e~~Election ~~o~~Official – An employee cannot be suspended or discharged for absence while serving as an election officer on Election Day. Employees are not, however, entitled to be paid for time off under this provision.

8. Marital Leave – Regular full-time employees who have been employed continuously for at least one year may, upon request, be granted marital leave consisting of two (2) working days with pay, provided such leave is taken within five (5) working days of the wedding date. This privilege shall be granted only once during an employee's tenure with the District.

Any leave covered by the Federal and State legislation not listed in this policy still remain applicable and

will be followed by the District.

Leaves taken may be paid, unpaid, or requested as leave without pay. Below are definitions of these differences:

Paid Leave – is leave taken that is paid by the District such as: compassionate leave, marital leave, jury duty leave, and other types of leave clearly stated in District Policy.

Unpaid Leave – is considered leave not paid by the District during an employee's time off such as: Family Medical Leave, California Family Rights Act, Pregnancy Disability Leave and other types of Federal and State regulatory leave. During unpaid leave, employees may use their accrued sick leave bank and vacation leave bank to supplement their income with State Disability Insurance, at which time, this would now be a form of "Paid Leave" for purposes of policy interpretation

Leave Without Pay (LWOP) - is a temporary nonpaid status and absence from duty that, in most cases, is granted at the employee's request. Granting LWOP is a matter of supervisory discretion and is limited by District Policy Section 409. Usually, the employee does not have leave banks to draw from, or they do not wish to use their sick or vacation leave.

Madera Irrigation District
Personnel Policy

Title: **Other Types of Leave**

Section: **424**

Revised: **11/12/26**

Purpose
The purpose of this policy is to define and establish guidelines for other types of leave.

Scope
This policy applies to all District employees with the exception of Marital Leave.

Policy
California law provides a wide variety of statutory protections for employees for periods of time in which they are unable to work for a variety of reasons. The District will adhere to all provisions of California State and Federal Leave laws and will not discharge or in any manner discriminate or retaliate against an employee for following their leave rights as listed below.

District employees shall give reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. The use of accrued leave time is available for certain leaves.

Other Types of Leave

1. Kin Care Leave – Employees are permitted to use one half of any available accrued sick leave per year for the purpose of attending to a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling who is ill.

2. Jury Duty and Court Attendance Leave – Employees are permitted to serve as a juror at an inquest or trial or when the employee is a victim of crime and is required to appear as a witness.

An employee may be scheduled to serve on jury duty during regular working hours. In such instances, the employee will be paid regular wages for jury duty leaves. They are, however, required to submit all payments, exclusive of mileage fees, reimbursed to them by the Courts to the District.

In order to receive full pay for jury duty, a written statement certifying attendance must be obtained from the office of the Jury Commissioner and given to the Department Head. This statement should contain the date(s) and time(s) of appearance(s).

If an employee is summoned to appear in court in connection with work as a District employee, such appearance will be considered time worked. Employees summoned to appear in court, for reasons other

than in their capacity as District employees, shall be given time off for such appearances and such time shall be charged as vacation leave. If there is insufficient vacation leave available, the balance may be authorized as Leave Without Pay.

3. Crime Victim's Leave – Employees, family members or designated person who are victims of domestic violence, sexual assault, stalking or any qualifying act of violence* may request sick time for the following reasons:

   - To seek medical attention for injuries caused by the domestic violence or sexual assault.
   - To obtain services from a domestic violence shelter, program, or rape crisis centers and victim services organization.
   - To obtain psychological counseling related to an experience of domestic violence, sexual assault, stalking or mental health services.
   - To participate in safety planning and take other actions to increase safety from future crime or abuse.

   *A qualifying act of violence may include: an act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual, the brandishing or drawing of a weapon, the perceived or actual threat to use force against another individual to cause physical injury or death.

4. Volunteer Civil Service Emergency Responder Leave - Employees who are required to perform emergency duty training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel are permitted up to 14 days of unpaid leave per calendar year to engage in training relative to their duty. Leave to perform emergency duty will also be granted and is considered unpaid leave.

5. School Visitation Leave – Upon reasonable notice, an employee (that is a parent or guardian of a child in grades K through 12) may take up to 40 hours unpaid leave annually (but no more than eight (8) hours per month), for the purpose of attending activities or requests for meetings at their child's school or daycare facility.

6. Voting Leave – If an employee demonstrates that he/she does not have sufficient time outside of work hours in which to vote in a state-wide election, the employee will be granted two (2) hours at the beginning or ending of their regular shift in which to cast their vote without loss of compensation.

7. Service as Election Official – An employee cannot be suspended or discharged for absence while serving as an election officer on Election Day. Employees are not, however, entitled to be paid for time off under this provision.

8. Marital Leave – Regular full-time employees who have been employed continuously for at least one year may, upon request, be granted marital leave consisting of two (2) working days with pay, provided such leave is taken within five (5) working days of the wedding date. This privilege shall be granted only once during an employee's tenure with the District.

Any leave covered by the Federal and State legislation not listed in this policy still remain applicable and

will be followed by the District.

Leaves taken may be paid, unpaid, or requested as leave without pay. Below are definitions of these differences:

Paid Leave – is leave taken that is paid by the District such as: compassionate leave, marital leave, jury duty leave, and other types of leave clearly stated in District Policy.

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Leave Without Pay (LWOP) - is a temporary nonpaid status and absence from duty that, in most cases, is granted at the employee's request. Granting LWOP is a matter of supervisory discretion and is limited by District Policy Section 409. Usually, the employee does not have leave banks to draw from, or they do not wish to use their sick or vacation leave.

Madera Irrigation District
Personnel Policy

Title: **Tobacco and Vape-Free Workplace**

Section: **507**

Revised: ~~**09/10/19**~~

Purpose
The ~~principal~~ purpose of this policy is to provide guidelines on tobacco-free and vape-free working conditions.

Scope
This policy applies to all District employees, Board Members, visitors, customers, and vendors on District properties.

Policy
All District facilities (excluding designated areas), workplaces, grounds owned, leased, or operated by the District, and all company-owned vehicles and equipment are designated as tobacco-free and vape-free areas. In order to provide and maintain a safe and healthy work environment for all employees, the District prohibits use of tobacco and vape products except in designated areas.

Smoking in District buildings, vehicles, and other enclosed work areas is prohibited per Labor Code Section 6404.5. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Smoking also includes the use of an electronic smoking device which contains or delivers nicotine, or any other substance intended for human consumption, that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. Electronic Smoking Device also includes any such device whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-hookah, or vape pen, or under any other product name or descriptor.

Tobacco use includes smokeless tobacco such as oral tobacco chewed or dissolved (e.g. snuff, chew, etc.) and is also prohibited in District buildings, vehicles, or other work areas. Designated Smoking and Tobacco Use Areas shall be a minimum of 20 feet from District building entrances, exits, operable windows, or ventilation system intakes. Areas designated for smoking and tobacco use will be clearly marked by way of a posted sign and well outside of the restricted areas.

No other areas will be considered designated areas.

Consequences:
Any violation of this policy will be subject to disciplinary action ~~in accordance with District Progressive Discipline Policy, Section 601~~. Public not adhering to signage and in violation of this policy will be asked to leave the premises.

Tobacco-Cessation Support:
Tobacco-cessation support will be provided to employees and Board Members (and their dependents who are covered under the District's medical insurance benefit plan) who wish to quit the use of tobacco.

Madera Irrigation District
Personnel Policy

Title: **Tobacco and Vape-Free Workplace**

Section: **507**

Revised: **11/12/26**

Purpose
The purpose of this policy is to provide guidelines on tobacco-free and vape-free working conditions.

Scope
This policy applies to all District employees, Board Members, visitors, customers, and vendors on District properties.

Policy
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Tobacco use includes smokeless tobacco such as oral tobacco chewed or dissolved (e.g. snuff, chew, etc.) and is also prohibited in District buildings, vehicles, or other work areas. Designated Smoking and Tobacco Use Areas shall be a minimum of 20 feet from District building entrances, exits, operable windows, or ventilation system intakes. Areas designated for smoking and tobacco use will be clearly marked by way of a posted sign and well outside of the restricted areas.

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Consequences:
Any violation of this policy will be subject to disciplinary action. Public not adhering to signage and in violation of this policy will be asked to leave the premises.

Tobacco-Cessation Support:
Tobacco-cessation support will be provided to employees and Board Members (and their dependents who are covered under the District's medical insurance benefit plan) who wish to quit the use of tobacco.

Madera Irrigation District
Personnel Policy

Title: **Cellular Phone Usage and Reimbursement**

Section: **508**

Revised: ~~**08/15/17**~~

Purpose
The ~~principle~~ purpose of this policy is to establish guidelines for the use of cellular phones and the reimbursement of the use of personal cellular phones.

Scope
This policy applies to all District employees.

Policy
In the interest of employee and public safety, and to remain in compliance with California Vehicle Code Section 23123.5 (a) the use of cellular phones while driving on District business and/or time is prohibited. If your job requires that you keep your cell phone on while driving, you must use a hands-free device and safely pull off the road before conducting District business. Under no circumstances may a driver text message~~,~~ (write, read or send) on a cellular phone while driving a District or personal vehicle during the course of business or on company time.

Violating this policy is a violation of law enacted by Assembly Bill No.1785. Madera Irrigation District (MID) will not provide payment or reimbursement for any violation associated with the California hands-free law.

Cellular Phones: When cellular phones are purchased by the District, the employee using the phone is responsible for the replacement or repair cost if, through negligence of the employee, the items are lost, stolen or damaged.

When employees use their personal cellular phones, the District is not responsible for replacement or repair costs if the items are lost, stolen or damaged.

Reimbursement of Personal Phone Use: As part of a cost-savings measure to the District, employees that require a cellular phone in order to perform their duties may, with approval of the General Manager and Department Head, can receive a monthly reimbursement from the District for business usage of their personal cell phone, within approved limits. The approved reimbursement amount must be justified by business requirements that necessitate the use of a cellular telephone to perform official District business.

The District has a higher and lower reimbursement amount option based on the expected usage for business purposes. The Department Heads in consultation with Human Resources and General Manager will determine the necessary monthly reimbursement for an employee based on expected business use and available Department budget.

The General Manager will determine, on an annual basis, whether the available reimbursement amounts need to be adjusted.

The employee can either utilize a District owned cellular phone or receive reimbursement for personal phone use with the proper approvals. Under no circumstances can an employee both utilize a District owned cellular phone and receive reimbursement.

Employee Responsibilities: An employee receiving a Cell Phone Reimbursement must make the personally owned device available for business use as required by the Department. An employee receiving a reimbursement must maintain active cell phone service. The employee agrees to carry the cell phone with them and keep it charged and in operating condition based on Departmental requirements. The employee agrees to use the phone in a manner consistent with District policy and all applicable local, state or federal laws. Inappropriate or unlawful use of the cell phone and its services and features is prohibited. Phone misuse will result in immediate cancellation of the Cell Phone Reimbursement agreement. It is the Department Head's sole discretion to allow the use of the Cell Phone Reimbursement Policy given a particular employee's job functions.

The employee is responsible for obtaining a phone and monthly plan that, at a minimum, meets the level of service required by the Department. The phone and monthly plan must be compatible with all District required cell phone programs and software. The employee owns the telephone; therefore, it may be used for personal and business use, but must be available for the performance of work responsibilities as designated by the Department. The District will not pay for the cost of the cellular device or related supplies. The employee may obtain a more robust plan if needed for personal use but will only receive the amount agreed upon for business use. Payment of bills for the cellular plan and device are the responsibility of the individual, not the District.

Guidelines: The employee~~, that is to receive the reimbursement, and their~~ Department Head, and General Manager must sign the "Personal Cellphone Reimbursement Agreement" that justifies the business need for a cell phone, and outlines the requirements that the employee will obtain a phone and service plan that meets Department requirements, and make it available when needed (as defined by the Department, i.e., for on call use).

In order to be considered a reimbursement, the payment cannot be made before the cost has been incurred, therefore payment cannot be made in advance. An employee receiving a reimbursement for their personal cell phone must be able to produce additional documentation concerning their bill if and when requested.

Madera Irrigation District
Personnel Policy

Title: **Cellular Phone Usage and Reimbursement**

Section: **508**

Revised: **11/12/26**

Purpose
The purpose of this policy is to establish guidelines for the use of cellular phones and the reimbursement of the use of personal cellular phones.

Scope
This policy applies to all District employees.

Policy
In the interest of employee and public safety, and to remain in compliance with California Vehicle Code Section 23123.5 (a) the use of cellular phones while driving on District business and/or time is prohibited. If your job requires that you keep your cell phone on while driving, you must use a hands-free device and safely pull off the road before conducting District business. Under no circumstances may a driver text message (write, read or send) on a cellular phone while driving a District or personal vehicle during the course of business or on company time.

Violating this policy is a violation of law enacted by Assembly Bill No.1785. Madera Irrigation District (MID) will not provide payment or reimbursement for any violation associated with the California hands-free law.

Cellular Phones: When cellular phones are purchased by the District, the employee using the phone is responsible for the replacement or repair cost if, through negligence of the employee, the items are lost, stolen or damaged.

When employees use their personal cellular phones, the District is not responsible for replacement or repair costs if the items are lost, stolen or damaged.

Reimbursement of Personal Phone Use: As part of a cost-savings measure to the District, employees that require a cellular phone in order to perform their duties may, with approval of the General Manager and Department Head, can receive a monthly reimbursement from the District for business usage of their personal cell phone, within approved limits. The approved reimbursement amount must be justified by business requirements that necessitate the use of a cellular telephone to perform official District business.

The District has a higher and lower reimbursement amount option based on the expected usage for business purposes. The Department Heads in consultation with Human Resources and General Manager will determine the necessary monthly reimbursement for an employee based on expected business use and available Department budget.

The General Manager will determine, on an annual basis, whether the available reimbursement amounts need to be adjusted.

The employee can either utilize a District owned cellular phone or receive reimbursement for personal phone use with the proper approvals. Under no circumstances can an employee both utilize a District owned cellular phone and receive reimbursement.

Employee Responsibilities: An employee receiving a Cell Phone Reimbursement must make the personally owned device available for business use as required by the Department. An employee receiving a reimbursement must maintain active cell phone service. The employee agrees to carry the cell phone with them and keep it charged and in operating condition based on Departmental requirements. The employee agrees to use the phone in a manner consistent with District policy and all applicable local, state or federal laws. Inappropriate or unlawful use of the cell phone and its services and features is prohibited. Phone misuse will result in immediate cancellation of the Cell Phone Reimbursement agreement. It is the Department Head's sole discretion to allow the use of the Cell Phone Reimbursement Policy given a particular employee's job functions.

The employee is responsible for obtaining a phone and monthly plan that, at a minimum, meets the level of service required by the Department. The phone and monthly plan must be compatible with all District required cell phone programs and software. The employee owns the telephone; therefore, it may be used for personal and business use, but must be available for the performance of work responsibilities as designated by the Department. The District will not pay for the cost of the cellular device or related supplies. The employee may obtain a more robust plan if needed for personal use but will only receive the amount agreed upon for business use. Payment of bills for the cellular plan and device are the responsibility of the individual, not the District.

Guidelines: The employee, Department Head, and General Manager must sign the "Personal Cellphone Reimbursement Agreement" that justifies the business need for a cell phone, and outlines the requirements that the employee will obtain a phone and service plan that meets Department requirements, and make it available when needed (as defined by the Department, i.e., for on call use).

In order to be considered a reimbursement, the payment cannot be made before the cost has been incurred, therefore payment cannot be made in advance. An employee receiving a reimbursement for their personal cell phone must be able to produce additional documentation concerning their bill if and when requested.

Madera Irrigation District
Personnel Policy

Title: **Safety Shoe Program**

Section: **510**

Revised: ~~**08/18/15**~~

Purpose
The ~~principal~~ purpose of this policy is to establish guidelines for the purchase and issuance of safety shoes, as well as the participation in the Safety Shoe Program.

Scope
This policy applies to all employees in a safety position that require personal protective equipment (PPE) in the form of footwear as a condition of their employment.

Policy

A. The District requires that each affected employee wear protective footwear when working in areas where there is danger of foot injuries. These areas include, but are not limited to, areas where the employee is subject to falling or rolling objects, objects piercing the sole, or where such employee's feet are exposed to toxic solvents or chemical hazards as documented by a personal protective equipment hazard assessment. This would also apply to employees exposed to slipping or fall hazards; slip resistant footwear is recommended in these areas.

B. Employees are to wear safety shoes at all times while on the worksite. Employees shall ensure that their safety shoes are in safe working order. The safety shoes are not to be worn for activities away from the job; however, they may be worn to and from work.

C. The District shall pay for the purchase of such safety shoes upon hire, provided the purchase is through a District-approved vendor or at the price the District would pay by agreement with such vendors. In addition, the District will pay for the purchase of safety shoes each subsequent year (if the condition of such safety shoes warrants replacement) for specific safety positions based on the amount set by the General Manager through the annual budgeting process. The General Manager will determine, in consultation with Department Heads and Human Resources~~/Risk Manager~~, which employees are in safety positions and eligible for the Safety Shoe Program.

D. It is the District's sole discretion as to how the Safety Shoe Program is administered. The District may choose to utilize an on-site vendor to assist with approved safety shoe selection, fitting, and purchase procedures. No more than one pair of safety shoes can be reimbursed in a fiscal year.

E. As with all protective equipment, safety footwear should be inspected prior to each use. Shoes should be checked for wear and tear at reasonable intervals. This includes looking

for cracks or holes, separation of materials, broken buckles or laces. The soles of shoes should be checked for pieces of metal or other embedded items that could present electrical or tripping hazards. Employees should follow the manufacturers' recommendations for cleaning and maintenance of protective footwear. Safety shoes that wear out during normal on the job use, are lost, stolen or are damaged must be replaced at the employee's expense.

Employees in violation of the safety shoe policy may be subject to District disciplinary action.~~Policy (Progressive Discipline).~~

Madera Irrigation District
Personnel Policy

Title: **Safety Shoe Program**

Section: **510**

Revised: **11/12/26**

Purpose
The purpose of this policy is to establish guidelines for the purchase and issuance of safety shoes, as well as the participation in the Safety Shoe Program.

Scope
This policy applies to all employees in a safety position that require personal protective equipment (PPE) in the form of footwear as a condition of their employment.

Policy

A. The District requires that each affected employee wear protective footwear when working in areas where there is danger of foot injuries. These areas include, but are not limited to, areas where the employee is subject to falling or rolling objects, objects piercing the sole, or where such employee's feet are exposed to toxic solvents or chemical hazards as documented by a personal protective equipment hazard assessment. This would also apply to employees exposed to slipping or fall hazards; slip resistant footwear is recommended in these areas.

B. Employees are to wear safety shoes at all times while on the worksite. Employees shall ensure that their safety shoes are in safe working order. The safety shoes are not to be worn for activities away from the job; however, they may be worn to and from work.

C. The District shall pay for the purchase of such safety shoes upon hire, provided the purchase is through a District-approved vendor or at the price the District would pay by agreement with such vendors. In addition, the District will pay for the purchase of safety shoes each subsequent year (if the condition of such safety shoes warrants replacement) for specific safety positions based on the amount set by the General Manager through the annual budgeting process. The General Manager will determine, in consultation with Department Heads and Human Resources, which employees are in safety positions and eligible for the Safety Shoe Program.

D. It is the District's sole discretion as to how the Safety Shoe Program is administered. The District may choose to utilize an on-site vendor to assist with approved safety shoe selection, fitting, and purchase procedures. No more than one pair of safety shoes can be reimbursed in a fiscal year.

E. As with all protective equipment, safety footwear should be inspected prior to each use. Shoes should be checked for wear and tear at reasonable intervals. This includes looking

for cracks or holes, separation of materials, broken buckles or laces. The soles of shoes should be checked for pieces of metal or other embedded items that could present electrical or tripping hazards. Employees should follow the manufacturers' recommendations for cleaning and maintenance of protective footwear. Safety shoes that wear out during normal on the job use, are lost, stolen or are damaged must be replaced at the employee's expense.

Employees in violation of the safety shoe policy may be subject to District disciplinary action.

AGENDA ITEM 2b.

NOVEMBER 12, 2026
RESOLUTION NO. 2026-19

RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
TO DISPOSE OF SURPLUS PROPERTY

RESOLVED by the Board of Directors of the Madera Irrigation District ("District"), at a special board meeting duly called and held on November 12, 2026 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, Water Code Section 22500 provides that the District's board, "by resolution entered upon the minutes," may determine "that any property of the [D]istrict is no longer necessary for [D]istrict purposes," and thereafter for "valuable consideration sell or lease the property upon terms that appear to the board to be for the best interests of the District"; and

WHEREAS, the District is the owner of the following property (collectively, the "Surplus Property"):

- #2-17 2017 Ford 150 1FTMF1E88HKD47841 – unknown miles
- #1-20 2020 Caterpillar Backhoe KJH00226 – 1955 hours
- #8-18 2018 Ford F150 1FTMF1CB2JKF81364 – 126,770 miles
- #5-99 1999 Smith Trailer 1S9SS4026XL476605
- #9-17 1993 Murray Lowboy Trailer 1M9B41209PA056648

WHEREAS, the Surplus Property is not necessary to be retained by the District, and is no longer necessary for District purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct and that the Surplus Property is no longer necessary for District purposes, and is therefore declared to be surplus property pursuant to Section 22500 of the Water Code.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a special meeting of the Board held on the 12th day of November 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

David Loquaci, President

ATTEST: _____
Brian Davis, Vice President

CERTIFICATE OF SECRETARY

The undersigned Interim Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-19 adopted November 12, 2026.

_____
Thomas Greci, Interim Board Secretary

AGENDA ITEM 4a.

NOVEMBER 12, 2026
RESOLUTION NO. 2026-20

RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
APPROVING EXECUTION OF BASIN COOPERATION AGREEMENT
BETWEEN CITY OF MADERA AND MADERA IRRIGATION DISTRICT

RESOLVED by the Board of Directors ("Directors") of the Madera Irrigation District ("District"), at a special meeting duly called and held on November 12, 2026, at the business office of the District, 12152 Road 28 1/4, Madera, California 93637, as follows:

WHEREAS, the City of Madera (the "City") owns and operates multiple water basins located throughout the City and can capture storm water (collectively, the "City Facilities");

WHEREAS, under appropriate circumstances, the District and City believe that, through greater cooperation, the City Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, for certain basins, the City presently lacks a means of conveying surface water from the District's existing facilities (the "*District Facilities*") to the City Facilities to provide such potential benefits; and

WHEREAS, to convey surface water from the District Facilities to the City Facilities, the Parties contemplate jointly undertaking the installation of the needed infrastructure to convey surface water from the open canals or pipelines to the basins; and

WHEREAS, the Parties seek to allocate the groundwater recharge benefits to the Parties associated with the use of the District Facilities and the City Facilities,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct and that the Board hereby approves the Execution of Basin Cooperation Agreement between the City of Madera and Madera Irrigation District, a copy of which is attached hereto as Exhibit "A," and authorizes General Manager Thomas Greci to execute the Agreement and all documentation necessary in the substantial form presented as Exhibit "A," subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a special meeting of the Board held on the 12th day of November 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
David Loquaci, President

ATTEST: _____
Brian Davis, Vice President

CERTIFICATE OF SECRETARY

The undersigned Interim Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-20 adopted November 12, 2026.

_____
Thomas Greci, Interim Board Secretary

“ EXHIBIT A ”

BASIN COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND
MADERA IRRIGATION DISTRICT

This Basin Cooperation Agreement (the "***Agreement***") is dated as of _____, 20__, (the "***Effective Date***"), by and between Madera Irrigation District (the "***District***") and the City of Madera (the "***City***"). The District and the City are collectively referred to herein as the "***Parties***."

RECITALS

WHEREAS, the City has legal authority to operate certain basins located throughout Madera (collectively, the "*City Facilities*") referenced in Exhibit A, which may be updated from time to time with written notice pursuant to Paragraph 15; and

WHEREAS, under appropriate circumstances, the Parties believe that, through greater cooperation between the Parties, City Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, for certain basins, the City presently lacks a means of conveying surface water from the District's existing facilities (the "*District Facilities*") to the City Facilities to provide such potential benefits; and

WHEREAS, to convey surface water from the District Facilities to the City Facilities, the Parties contemplate jointly undertaking the installation of the needed infrastructure to convey surface water from the open canals or pipelines to the basins; and

WHEREAS, the Parties seek to allocate the groundwater recharge benefits to the Parties associated with the use of the District Facilities and the City Facilities, as provided herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. ***Term*****.** The term of this Agreement will commence upon the Effective Date, and will continue for a period 10 years, unless terminated earlier under Paragraph 11 of this Agreement. This Agreement may be extended for one or more additional ten-year terms upon the mutual written agreement of the Parties.

2. ***Design and Installation of Infrastructure*****.** The District, by and through its employees or contractors, shall design in consultation with the City, and construct the necessary infrastructure to convey water from the open canals or pipelines to the basins. Infrastructure downstream of the meter box shall be referred to in this agreement as the *"Pipe"*. The Pipe shall be constructed in a workmanlike manner, and with reasonable diligence and skill, and the

District shall install the Pipe between the District facilities and the City basins. Following its installation, the Pipe shall be City property downstream of the meter box. The City shall install any other improvements that may be required for outfall of the water into the basin to protect basin fill slopes.

3. ***Operation of Pipe and City Facilities.*** Following the initial installation of the Pipe by the District as provided in Paragraph 2 hereunder, the City shall be solely and exclusively responsible for the operation and maintenance of the Pipe and the City Facilities, including but not limited to the costs of labor, equipment rental, and permitting not associated with initial construction, subject to the terms and conditions provided herein.

A. The City shall operate the Pipe and the City Facilities in a manner consistent with all applicable local, state and federal laws and regulations.

B. The City shall notify the District in writing prior to making any alterations, additions, or improvements to the Pipe. The City shall notify District in writing prior to making any alterations, additions, or improvements to basins that have a material affect on recharge activities. Expansion of a basin wherein Pipe is not altered shall not require notification except for the purposes of highlighting expanded recharge opportunities.

4. ***Acceptance of Surface Water by the City.*** In the event the District has excess surface water supplies that are capable of being diverted to recharge in the City Facilities, the District will make these supplies available at its sole discretion and at no cost to the City. The City shall accept the delivery of such water contingent upon City's determination that such water can be accepted without creating basin capacity concerns, and convey such water through the Pipe into the City Facilities, in an amount equal to or less than the capacity of the Pipe and/or the City Facilities.

5. ***Allocation of Groundwater Benefit.*** The Parties shall share equally (50% and 50%) in the groundwater recharge benefit for District water delivered to the City Facilities by the District. The groundwater recharge benefit will be determined based on volumetric meter readings. The volume will be measured in acre feet, to the nearest tenth of an acre foot, using a meter owned by the District. The District will submit annual readings and volumetric calculations to the City or when requested by the City.

6. ***Inclusion of Additional Facilities By Mutual Agreement.*** The Parties may, by mutual written agreement, include any additional storage facilities operated by the City as "City Facilities" under this Agreement.

7. ***Responsibility of Both Parties With Respect to their Own Facilities.*** Nothing herein shall be construed as affecting the Parties' existing obligations to maintain all of their existing facilities at their own sole cost and expense. The Parties will each be responsible for all costs, including labor, equipment rental, and permitting, required to maintain and operate any facilities each Party owns, and one Party shall not look to the other Party for any such costs.

8. ***Insurance.*** Without limiting either Party's indemnification of the other as provided in Section 9 of this Agreement, and prior to any work or activity under this Agreement, the Parties agree to obtain, provide, and continuously maintain at their own expense for the term of this Agreement policies of insurance through self-insurance or purchased insurance of the type and amounts described below, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the Parties.

Minimum Scope and Limits of Insurance

Parties shall maintain limits no less than:

- $2,000,000 General Liability (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 and must name the other Party and its officers, officials, employees and agents as additional insureds under such policies; blanket additional insured forms or language will not be accepted.
- $2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Parties arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to name the other Party and its officers, officials, employees and agents shall be additional insureds under such policies; blanket additional insured forms or language will not be accepted.
- Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease.
- $1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Parties shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Parties agree to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Maintenance of Coverage

Parties shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Parties, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Parties shall provide to each other certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the Parties prior to commencement of performance. Current evidence of insurance shall be kept on file with the respective Parties at all times during the term of this Agreement. Parties reserve the right to require complete, certified copies of all required insurance policies, at any time.

Umbrella or Excess Liability

The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Policies shall be follow-form to the underlying policies shall include the other Party and its officers, officials, employees, agents, and volunteers as additional insured. Umbrella or excess policies that do not provide a follow-form acknowledgement from the insurer/broker shall be required to provide any endorsements required on the primary policy that the Umbrella or excess policy is supplementing to meet coverage minimums.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

General Liability, Automobile Liability, and Worker's Compensation coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the other Party or shall specifically allow Parties, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Parties hereby waive their own right of recovery against the other Party and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors. Broad coverage or blanket coverage forms will not be accepted; waiver of subrogation endorsements must name the applicable Party.

Enforcement of Contract Provisions (non estoppel)

Parties acknowledge and agree that any actual or alleged failure to inform other Party of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Parties maintain higher limits than the minimums required above, the other Party shall be entitled to coverage at the higher limits maintained by Parties.

Notice of Cancellation

Parties agrees to oblige its insurance agent or broker and insurers to provide the other with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Parties. The Parties reserve the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the applicable Party's Risk Manager.

Timely Notice of Claims

Parties shall give the other Party prompt and timely notice of claims made or suits instituted that arise out of or result from activities under or related to this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Parties shall also procure and maintain, at their own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

9. ***Mutual Indemnification and Defense*****.** The Parties agree that each shall indemnify and defend the other pursuant to the terms herein as follows:

Indemnity for Professional Liability:
When the law establishes a professional standard of care for Party, to the fullest extent permitted by law, Party shall indemnify, protect, defend, and hold harmless the other Party and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Party (and its Subconsultants and Subcontractors), are responsible for such damages, liabilities and costs on

a comparative basis of fault between the Parties in the performance of professional services under or related to this agreement.

Indemnity for Other Than Professional Liability:
Other than in the performance of professional services and to the full extent permitted by law, Parties shall indemnify, defend, and hold harmless the other Party, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Parties or by any individual for which Party is legally liable, including, but not limited to officers, agents, employees, subcontractors or subconsultants, except when caused by the active negligence or willful misconduct of the other Party.

10. ***Termination.*** This Agreement may be terminated at any time prior to its expiration by providing written Notice to the other Party pursuant to Paragraph 15 below. The Agreement will automatically terminate, without further action of either Party, on the ninetieth (90th) day following the date upon which such Notice is deemed effective under Paragraph 15 below (the "*Date of Termination*"). All groundwater recharged under Paragraph 5 up to and including the Date of Termination will be recorded and allocated pursuant to Paragraph 5 above. The groundwater recharge benefit for any water recorded and allocated under this Agreement shall continue past the Date of Termination.

11. ***Entire Agreement.*** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both parties. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party hereto has cooperated in the drafting and preparation of this Agreement.

12. ***Amendments.*** This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

13. ***Severability.*** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

14. ***Notice.*** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement ("*Notice*") shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section:

TO THE DISTRICT:
Madera Irrigation District
12152 Road $28^{1}/_{4}$
Madera, CA 93637
Attn: General Manager

TO THE CITY:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Manager

Notice under this Paragraph may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, and (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

15. ***Liens.*** A Party shall not permit to be placed against any property or facility of the other Party, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens. The Parties each agree to hold the other Party harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the property or facility that is not owned or operated by that Party.

16. ***Execution of Additional Documents.*** In addition to, and without replacing any other terms or provisions of this Agreement, each party further assures and represents to each other party that it will execute such other documents and take such other actions as may be reasonably necessary to further the purpose of this Agreement.

17. ***No Third-Party Beneficiary Intended.*** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

18. ***No Assignment.*** Neither Party may assign this Agreement, or any of their respective rights or obligations hereunder, to any other person.

19. ***Interpretation.*** Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement, and none of the Parties hereto shall be deemed to be the author of this Agreement, and any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

20. ***Warranty of Authority.*** Each Party represents and warrants to the other that it has the right, power, and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each Parties' obligations hereunder.

21. ***Exhibits.*** Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

22. ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the Parties have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding on all of the Parties notwithstanding that all of the Parties are not signatories to the same counterpart. Each of the Parties agree that a fully executed copy of this Agreement may be enforced as though it were an original.

23. ***Recitals.*** The "Recitals" stated above are hereby incorporated into this Agreement.

* * * * * * * * * * * * *

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date and year first above-written.

CITY OF MADERA

_____

ATTEST:

MADERA IRRIGATION DISTRICT

_____
City Clerk

By: _____

Title: _____

Approved as to Legal Form:

By: _____
City Attorney

ACCOUNT NUMBER(S)

_____

_____

EXHIBIT A
CITY FACILITIES COVERED UNDER THIS AGREEMENT AS OF OCTOBER 21, 2026

City Facilities	General Location	APN
Mosesian/Cambria	Westgate Blvd. and Cambria Ave.	009-440-029
MLK	Lilly St. and Clinton St.	008-074-001
Berry	West of Westberry Blvd., north of Fresno River	006-380-006
Pamela	Granada Dr. and Pamela	006-380-024
Hazel	Hazel Ave. and Lemon Ave.	012-374-041
Gary/Abshire	Gary Ln. and Emily Way	012-252-001
Prosperi	West of Hazelnut Ave. and Cherry Tree Ave.	009-570-001
Sherwood	Sherwood Ave. and N. D St.	003-130-003
Elm	Elm St. and Yosemite Ave.	008-022-022
ColorBox	Immediately south of Mitchel basin	009-350-013
Mitchel/Basila	Mitchel Ct. east of Granada Ave.	009-351-011
Foxglove	North of Foxglove and Aspen	013-070-013
Sharon	Sharon Dr. and Clark St.	038-126-002
Agajanian	Southeast of Pecan Ave. and Stadium Rd	012-480-006
Sienna	Northeast of E. Yosemite Ave. and Indigo Dr.	035-080-046
Las Palmas	Southwest of Los Arcos and Knox St.	011-330-012
Ellis	Ellis St. and N. Lake St.	037-040-004
San Sebastian	San Sebastian Way and Bilbao Ct.	005-260-080
Kennedy	Kennedy St. and Jericho Dr.	005-220-006
Tulare	Kennedy St. and Tulare St.	005-171-017
Golf Course	Madera Municipal Golf Course	013-010-041
Stadium	Southwest of Maple Ave. and Stadium Rd.	012-410-001
Palm Place	Stadium Rd. and W. Almond Ave.	012-220-051
Evapco	South of Schnoor and Almond Ave.	009-330-005
Knox	Knox Ave. and S. A St.	011-240-003
Industrial	S. Granada Ave. and W. Almond Ave.	009-270-046
Airport	Aviation and Condor Dr.	013-050-001
Tozer	Northwest of Tozer St. and Fig St.	008-191-001