



THE JAMES ISLAND PUBLIC SERVICE DISTRICT **REQUEST FOR PROPOSALS**

PROPOSALS FOR: Human Resources Consultant Services

ISSUE DATE: Thursday, 1 June 2023

SUBMISSION DEADLINE: Noon EST, Thursday, 15 June 2023

NON-MANDATORY SITE VISIT: 10 AM (EST) Thursday, 8 June 2023, JIPSD Signal Point Complex at 1739 Signal Point Road, Charleston, SC 29412

OPENING DATE & TIME: 1:30pm EST, Thursday 15 June 2023

DIRECT ALL INQUIRES TO: Dave Schaeffer
District Manager
schaefferd@jipsd.org

Important Note to Respondents: The James Island Public Service District (District) reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. **Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract (Exhibit B) detailed below as the basis to establish a contractual relationship with the District.** Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified by the District in the template Professional Services Contract to establish the contractual relationship with the District.

TABLE OF CONTENTS

- 1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS
- 2.0 SCOPE OF WORK
 - 2.1 Description of Services
- 3.0 PROPOSAL ORGANIZATION
 - 3.1 General Information
 - 3.2 Understanding/Statement of Interest
 - 3.3 Personnel
 - 3.4 References
 - 3.5 Contract Terms and Conditions
- 4.0 CONDITIONS FOR PROPOSAL SUBMITTAL
 - 4.1 Proposal Format
 - 4.2 Questions
 - 4.3 Proposal Submission/Deadline
 - 4.4 Retention of Proposals
- 5.0 PROPOSAL EVALUATION
 - 5.1 Method of Award
 - 5.2 Cancellation of Award
 - 5.3 Evaluation Procedures
 - 5.4 Criteria for Evaluation
 - 5.5 Oral Presentation
 - 5.6 Rejection of Proposals
- 6.0 MISCELLANEOUS PROVISIONS
 - 6.1 Contract Provisions
 - 6.2 Non-Discrimination
 - 6.3 Lobbying
 - 6.4 Limitations

1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS

This request for proposal (RFP) outlines the nature and scope of Human Resources Consultant Services for the James Island Public Service District (District), located in Charleston, South Carolina.

Proposer or Proposers with principals, spouses of principals, or any other stakeholders who are also employed by the District, shall be deemed not eligible to submit proposals on this project. The District reserves the right to disqualify any proposal that it determines does not comply with the laws of the State of South Carolina, policies of the District or creates a conflict, or the appearance of a conflict, of interest for the District.

For purposes of this RFP, Proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the District. Please reference Article 5 and Exhibit B of the Professional Services Contract (PSC). Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract detailed below as the basis to establish a contractual relationship with the District. Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the District.

2.0 SCOPE OF WORK

The District is seeking a professional to provide Human Resources Consulting Services.

2.1 Description of Services:

The District Commission adopted the District's Strategic Plan back in December 2022. Strategic Goal #4 is to Retain, Recruit, and Develop Talented Staff. Strategic Goal #5 is to Improve Internal Operations. The goal of this RFP is to onboard a Human Resources Consultant through a competitive process using a professional services contract agreement. For the period of 1 July 2023 through 30 June 2024, the amount of compensation shall not to exceed \$20,000; to be paid in 12 monthly installments of no more than \$1,667.66. Proposer shall detail the tasks that can be completed for an amount not to exceed the \$20,000 during this time period:

Develop and Build Trust and Respect with District Administration and Leadership Team; Foster Positive Working Relationship with All District Employees. If not onsite for training and development purposes, Proposer must maintain a physical presence onsite at the Signal Point Complex for 2 hours on a bi-weekly basis. Proposer will attend the Leadership Team Meeting at 8:30am on Wednesday 9 August 2023; same time on Wednesday 8 November; Wednesday 14 February 2024; and Wednesday 8 May 2024.

1. Provide Six (6) In-Person Department Training Sessions for All Employees – JIPSD Code of Conduct & Harassment Training; 3 Sessions Dedicated to the Fire Department; 3 Sessions Dedicated to the Solid Waste Department, Wastewater

Department, and Fleet Services / Administration Departments; must be completed by October 2023.

2. Provide Two (2) Training to Supervisors and JIPSD Leadership Team – Properly Documenting Employee Interactions; must be completed by October 2023.
3. Develop Actionable (WHO... is going to do WHAT... by WHEN) Diversity Recruitment Plan; must be completed by December 2023.
4. Perform Employee Relations “On-Demand” as a 3rd Party to Objectively Investigate Employee Complaints / Employee Grievances / Propose Updates to the Employee Policy Manual Where the Employee Relations Contractor is to be included; ongoing through 30 June 2024.
5. Present Proposed Updates on the Employee Policy Manual to the JIPSD Commission at the Administration Committee Scheduled for Monday 11 September 2023 / Attend the Future Administrative Committee Meeting & any Regular Meeting where changes to the Employee Policy Manual are explained to the Commission; ongoing through 30 June 2024.

3.0 PROPOSAL ORGANIZATION

The proposal should consist of the following information in the outline indicated.

3.1 General Information

Identify the Proposer’s legal status (i.e., corporation, partnership, etc.), and its address, name of single point of contact, single point of contact information, and name of person with binding authority to enter into contracts.

3.2 Understanding/Statement of Interest

Indicate the Proposer’s knowledge and understanding of the District’s request and their capabilities to carry out the scope of work.

Describe Proposer’s history, financial resources, capabilities, and stability. Provide information demonstrating Proposer’s ability to fiscally manage and monitor services proposed.

3.3 Personnel

Indicate the current number of employees trained and available to provide all of the required services in each of the proposed service categories.

A detailed description of the Proposer’s sales, account management, and technical services teams assigned to District. Include biographies and numbers of years working in the capacity proposed with the Proposer.

Provide a certification list for technical staff in each service category proposed.

3.4 References

Identify 3 current references that the District may contract regarding experience for proposed services outlined in this RFP. Identification of each reference shall include:

- Contact name and title
- Contact address and telephone
- Contact email

3.5 Contract Terms and Conditions

Proposer shall submit written example of terms and conditions for the work described in their proposal. The District will review and may propose amendments to that contract or provide alternative contract language. Proposer agrees to have all training sessions recorded and all training content will be owned by the District.

4.0 CONDITIONS FOR PROPOSAL SUBMITTAL

4.1 Proposal Format

The proposal should be submitted on 8-1/2" x 11" soft bound sheets as well as emailed to Dave Schaeffer schaefferd@jipsd.org

4.2 Questions

Proposers are asked to submit questions related to the specific project requirements and contents of proposal, in writing to: Dave Schaeffer, District Manager @ schaefferd@jipsd.org by close of business Wednesday 7 June 2023. Proposers are cautioned not to contact any JIPSD staff directly. Evidence of such contact may be cause for rejection of proposal.

4.3 Proposal Submission/Deadline

Proposers are required to submit three (3) hard copies of their service proposal in one package/envelope. Both the proposal and the cost proposal must be submitted to the following address:

**Dave Schaefer, District Manager
1739 Signal Point Road
James Island SC, 29412**

Late proposals will not be accepted.

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer to the execution of the proposal. The District expects each Proposer to have a legal review performed prior to proposal submission. Each proposal must be submitted in a sealed envelope prominently marked as follows:

Human Resources Consulting Services RFP by:

PROFESSIONAL NAME: _____

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.

4.4 Retention of Proposals

Upon submission, all proposals become the property of the District, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

5.0 PROPOSAL EVALUATION

5.1 Method of Award

The District considers the subject matter of this proposal to be a professional service. With the amount of compensation being fixed at up to \$20,000 through 30 June 2024, emphasis will be placed upon the number of service categories the Proposer can provide, the quality of the services offered, experience factors, the competency of the prospective Proposer, and outside references.

5.2 Cancellation of Award

The District reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

5.3 Evaluation Procedures

It is the intent of the District to review all proposals and judge their merit. The District may elect to invite final Proposers to present and/or demonstrate services during the evaluation period.

Failure of the Proposer to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

5.4 Criteria for Evaluation

The decision on selecting a Proposer for the project will be based on the following criteria:

Service Experience:

- Experience of Proposer
- Proposer's Depth
- Similar Type Services
- Similar Size Services

- Proposer's Stability
- Proposer's References

Understanding/Compatibility

- Understanding of the JIPSD's Needs Based On Information Provided
- Interest/Commitment

Approach

- Work Plan / Timelines
- Schedule Management
- RFP Specifications
- Explanation of Quality Control and Assurances
- Proposer's ability to provide the services

5.5 Oral Presentation

Following evaluation of proposals, Proposer may be required to give an oral presentation of their proposal to the District's Senior Staff. This will provide an opportunity for the Proposer to clarify or elaborate on specifics within their proposal. Proposers will be expected to pay for any costs they incur for the oral presentation along with any costs associated with preparing and transmitting informational responses.

5.6 Rejection of Proposals

The District reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The District also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

6.0 MISCELLANEOUS PROVISIONS

6.1 Contract Provisions

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected Proposer deviates in any way from previous proposed services, the District may reject the proposal and begin negotiations with another Proposer.

6.2 Non-Discrimination

The responding Proposer must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

6.3 Lobbying

Any attempt to contact members of the District's Commission, or department heads involved or affected by the project, including second party contact, will result in immediate rejection of your proposal.

6.4 Limitations

The District will not be responsible for any costs incurred by applicants in preparing proposals.

**JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL
FOR
PROFESSIONAL SERVICES CONTRACT**

This is a Contract Agreement (the "AGREEMENT"), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT ("JIPSD"), a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the "DISTRICT", and INSERT NAME OF THE COMPANY, a South Carolina Corporation, whose address is INSERT STREET ADDRESS, hereinafter referred to as "PROFESSIONAL."

ARTICLE 1. SERVICES OF PROFESSIONAL

A. *Scope of Services.*

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in ***Exhibit A*** ("Services").
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. "Services" shall at all time relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in ***Exhibit A***.

B. *Description of Services.* Human Resources Consultant Services

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH DAY, YEAR, through MONTH DAY, YEAR, by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.

B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the ____ day of every month for Services provided and accepted the previous month.

A. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:

- i. This Agreement
- ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.

B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.

D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in **Exhibit B**, "Insurance" to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

A. The PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all claims, costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONALS, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be liable.

B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.

C. The PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.

D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred

by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.

B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.

B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a)1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.

C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.

C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.

D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.

E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.

F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.

H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE DISTRICT

Dated:

Signed By: Dave Schaeffer

Its: District Manager

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

Signed By: Insert Name of Representative

Its: Insert Title of Representative

EXHIBIT A

“Scope of Services”

1. Develop and Build Trust and Respect with District Administration and Leadership Team; Foster Positive Working Relationship with All District Employees. If not onsite for training and development purposes, PROFESSIONAL must maintain a physical presence onsite at the Signal Point Complex for 2 hours on a bi-weekly basis. PROFESSIONAL will attend the Leadership Team Meeting at 8:30am on Wednesday 9 August 2023; same time on Wednesday 8 November; Wednesday 14 February 2024; and Wednesday 8 May 2024.
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6. Present Proposed Updates on the Employee Policy Manual to the JIPSD Commission at the Administration Committee Scheduled for Monday 11 September 2023 / Attend the Future Administrative Committee Meeting & any Regular Meeting where changes to the Employee Policy Manual are explained to the Commission; ongoing through 30 June 2024.

EXHIBIT B

“Insurance”

A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:

- i. Professional and General Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$2,000,000.00
- ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
- iv. Umbrella/Excess Liability
 - a. Each Occurrence: \$2,000,000.00
 - b. General Aggregate: \$2,000,000.00

B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.

C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFFESIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.

D. Before DISTRICT is to execute this AGREEMNT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.



James Island Public Service District

Employee Policy Manual

DISCLAIMER/EMPLOYEE ACKNOWLEDGEMENT

ALL EMPLOYEES OF THE JAMES ISLAND PUBLIC SERVICE DISTRICT (HEREIN REFERRED TO IN THIS POLICY MANUAL AS THE DISTRICT) ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF THE DISTRICT'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT. FROM TIME TO TIME, THE DISTRICT MAY FIND IT NECESSARY OR ADVISABLE TO ALTER ITS RULES, POLICIES AND PROCEDURES, AS NECESSARY. THEREFORE, THE PROVISIONS OF THIS HANDBOOK AND THE DISTRICT'S POLICIES ARE SUBJECT TO CHANGE AT ANY TIME.

NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE A CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT;" 3) THE DOCUMENT STATES THE TERMS OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE COMMISSION AND/OR APPROVED BY PUBLIC VOTE OF THE FULL COMMISSION. ONLY THE COMMISSION HAS AUTHORITY TO ENTER INTO ANY CONTRACTS OF EMPLOYMENT OTHER THAN AT-WILL EMPLOYMENT.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE DISTRICT'S POLICY MANUAL. I UNDERSTAND THAT THE POLICIES CONTAINED IN THIS POLICY MANUAL SUPERCEDE AND REPLACE ANY AND ALL PRIOR POLICIES OR PRACTICES OF THE DISTRICT. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THE POLICY MANUAL AND ALL OTHER DISTRICT POLICIES, PROCEDURES AND GUIDELINES.

EMPLOYEE NAME(PRINT)

DATE
SIGNATURE

EMPLOYEE

[This page will be included twice. One to be signed by employee acknowledging receipt of policy manual and the other copy will remain with handbook]

TABLE OF CONTENTS	PAGE #
Employment at Will Acknowledgement	02
Welcome & Vision, Mission and Values	05
Equal Opportunity and Commitment to Diversity	06
Equal Opportunity	06
Americans with Disabilities Act (ADA) and Reasonable Accommodation	06
Commitment to Diversity	07
Anti-Harassment and Complaint Procedure	07
Conflicts of Interest and Confidentiality	09
Conflicts of Interest	09
Confidential Information	10
Employment Relationship	11
Introductory Period	11
Employment Classification	11
Work Week and Hours of Work	12
Meal and Rest Breaks	12
Time Records	12
Overtime	12
Paychecks	13
Access to Personnel Files	13
Employment of Relatives and Domestic Partners	13
Separation from Employment	14
Separation & Benefit Continuation	15
Workplace Safety	16
Commitment to Safety	16
Drug-Free and Alcohol-Free Workplace	16
Smoke-Free Workplace	17
Workplace Violence Prevention	17
Emergency Closings	18
Workplace Guidelines	19
Attendance	19
Job Performance	19
Outside Employment	19

TABLE OF CONTENTS (cont'd)	Page #
Dress and Grooming	20
Social Media Policy	20
Solicitation	22
Computers, Internet, Email, and Other Resources	22
Code of Conduct and Standards of Behavior	24
Disciplinary Procedure	25
Time Off and Leaves of Absence	27
Holidays	27
Annual Leave	28
Sick Leave	29
Family Medical Leave Act (FMLA) Policy	29
Extended Leave of Absence Policy	29
Military Leave	30
Bereavement Leave	30
Jury Duty/Court Appearance	31
Time Off for Voting	31
Employee Benefits	32
Benefit Summary	32
Workers' Compensation	32
Employee Assistance Program	33
Employee Grievance Policy	33
<i>Exhibit 1—Employee Drug & Alcohol Use and Testing Policy</i>	34
<i>Exhibit 2 – Employee Grievance Procedures and Employee Appeals Policy</i>	39
<i>Attachment A – Grievance Process & Employee Appeals Form</i>	44
<i>Anti-Harassment Policy Acknowledgement and Receipt</i>	48
<i>Exhibit 3 - Code of Conduct and Standards of Behavior Acknowledgement</i>	49
<i>Attachment B - Employee Policy Manual Acknowledgment and Receipt</i>	51

Welcome

Welcome to James Island Public Service District! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the District's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to meet new demands and offer the most effective services in the industry. With your active involvement, creativity, and support, the District will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the District's success.

Please take time to review the policies contained in this Policy Manual. If you have questions, feel free to ask your supervisor or to contact the District Manager.

Our Mission

To provide high quality public services in a cost effective and professional manner.

Our Vision

To be the best Special Purpose District in South Carolina.

Our Core Values

The following core values are essential to the success of our organization's mission and vision:

- **S** – Safety
- **T** – Teamwork
- **R** – Respect
- **I** – Integrity
- **D** – Dedication
- **E** – Excellence
- **S** – Service

Equal Opportunity and Commitment to Diversity

Equal Opportunity

The District provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The District expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Assistant District Manager. The District will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Assistant District Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination, or retaliation
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known disability of an otherwise qualified individual. Employees who may require a reasonable accommodation should contact the District Manager.

Commitment to Diversity

The District is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in District policy and the way we do business at the District and is an important principle of sound business management.

Anti-Harassment Policy and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as state law. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, or veteran status is prohibited.

It is the District's policy to provide a work environment free of sexual and other harassment. To that end, harassment of the District's employees by management, supervisors, coworkers, or non-employees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is similarly unlawful and will not be tolerated. The District will take all steps necessary to prevent, address, and eliminate unlawful harassment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to: epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures, or cartoons
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated at the District.

Harassment and Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested, and encouraged to make a complaint. The employee may complain directly to his or her immediate supervisor or department manager, the Assistant District Manager, or any other member of management with whom the employee feels comfortable bringing such a complaint. Similarly, if an employee observes acts of discrimination toward or harassment of another employee, that employee is requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the District will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

The District expects all employees to conduct themselves and District business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The District recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the District.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with his or her Department Head for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by a business or public entity that is a competitor of or supplier to the District.
2. Conducting District business with a business in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a business to which the District makes sales or from which it makes purchases.
4. Borrowing money from customers or businesses, other than recognized loan institutions, from which the District buys services, materials, equipment, or supplies.
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency. No employee may directly or indirectly solicit any gift or accept or receive a gift under circumstances in which it could be inferred that the gift was intended to influence him or her in the performance of his or her official duties, or was intended as a reward for an official act on the employee's part.

A gift may be defined as any benefit, favor, service, privilege, or thing of value which could be interpreted as influencing an employee's impartiality. A polite effort should be made to decline such items if offered, but they may be accepted under certain circumstances if the value of the item does not exceed \$25 and is not offered on a regular basis. Employees are expected to report to their Department Heads, or to the District Manager, the acceptance of a gift, favor, or item of value from any person, firm or corporation which has business dealings with the District. An employee is also expected to report any unaccepted offer that the employee believes was intended to unduly influence any decision.

6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the District.
7. Participating in civic or professional organization activities in a manner that divulges confidential District information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the District or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of District business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of the District. Confidential information is any and all information disclosed to or known by an employee because of employment with the District that is not generally known to people outside the District about its business.

An employee who improperly uses or discloses trade secrets or confidential District information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the JIPSD District Manager.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Employment Relationship

Introductory Period

All new full-time employees and all present employees transferred or promoted to a new position are considered introductory employees for the first six (6) months in the new position. This period is a continuation of the selection process and is designed to give the employee time to learn the duties of the new position, to understand the organization, and to give the Department Head time to evaluate the employee's performance and to determine whether continued employment is in the District's best interest.

If the Department Head concludes at any time during the introductory period that the employee is not well-suited for the new position, the employee's introductory period may be extended or terminated. Satisfactory completion of the introductory period does not alter the employee's at-will status.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the District classifies its employees as set forth below. The District may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the District and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, Full-Time. Employees who are hired as interim replacements through a placement agency or recruiting firm or directly hired to temporarily supplement the workforce to assist in the completion of a specific project and who are temporarily scheduled to work the District's full-time schedule for a limited duration.

Temporary, Full-Time employees are not eligible for benefits. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements through a placement agency or recruiting firm or directly hired to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Temporary, Part Time employees are not eligible for benefits. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The standard workweek is from Monday 12:00 a.m. until Sunday 11:59 p.m. and generally consists of 40 work hours. Office hours are 7:30 a.m. to 5:30 p.m. Monday through Thursday and the office is open to the public 8:00 a.m. to 5:00 p.m. Monday through Thursday. Individual work schedules may vary depending on the needs of each department.

During the week, an exempt employee begins work for the District or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Meal and Rest Breaks

Employees are entitled to a 30-minute meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 30-minute period. Employees are also entitled to two 15-minute paid rest periods each day. Meal and rest breaks will be scheduled by the department supervisor or manager.

Time Records

All nonexempt employees are required to complete accurate weekly time reports showing all time worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each pay period, the employee and his or her supervisor must sign or approve the timecard or time sheet attesting to its correctness before submitting it to the Payroll department.

Overtime

When necessary due to the needs of the District, an employee may be required to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek (excluding Nonexempt Fire shift employees). Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 worked in a single workweek. Paid leave, such as holiday, annual, sick, bereavement time, and jury duty does not apply toward work time. All overtime must be approved in advance by a supervisor or manager.

Fire shift employees are scheduled to work 24 hours on duty and 48 hours off. Any hours worked by a Nonexempt Fire shift employee over 106 hours in a pay period will be paid at a rate of one and one half their regular rate of pay for all hours worked in a single pay period. Paid leave, such as holiday, annual, sick, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

Paychecks

The District's pay period for all employees is biweekly, and payday is on Thursday. If pay day falls on an observed holiday, employees will receive their paycheck on the preceding workday. Mandatory local, state, and federal withholdings & elected benefit premiums will be deducted from each employee's pay on a semi-monthly schedule. Paychecks are issued by direct deposit in accordance with the employee's instructions and employees are compensated by means of direct deposit rather than by physical paycheck.

Access to Personnel Files

Employee files are maintained by the Finance Department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees upon request will generally be permitted. Personnel files are to be reviewed in the Finance Department. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information with the proper legal documents granting access.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the District if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a romantic and/or domestic partnership will be permitted to continue employment with the District provided they do not work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the District will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the District.

Separation from Employment

A. Service Retirement

Service retirement is a voluntary separation of employment made after an employee satisfies the age and/or length of employment requirements of the South Carolina Retirement System.

B. Disability Retirement

Disability retirement is a voluntary separation of employment necessitated by an injury or illness, which renders the employee incapable of performing his or job. Disability retirement requires verification of the disability and the approval of the South Carolina Retirement System.

C. Employee-Initiated Resignation

Employee-initiated resignation is a voluntary separation from employment for any reason other than formal retirement. An employee may resign at any time for any reason. An employee wanting to leave the District in good standing is asked to provide a written resignation to his/her immediate supervisor at least 14 calendar days prior to the effective date of resignation and must be available to work during this time.

In all cases of employee-initiated resignation, employees are asked to provide written notice to their supervisors at least 14 days in advance of the last day of work. Holidays and paid time off (PTO) will not be counted toward the 14-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire and will receive payout of their accrued Annual Leave up to a maximum of 400 hours.

If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

D. District Initiated Resignation

JIPSD initiated resignation is a separation of employment executed by the District and the employee is permitted to resign in lieu of being discharged. The Department Head and the District Manager must approve a District initiated resignation. An employee who accepts a District initiated resignation may not grieve this separation.

E. Termination

Termination is a forced separation of employment of an employee by the District. All terminations must have the approval of the District Manager. Employees who have been terminated are generally not eligible for rehire.

Separation & Benefit Continuation

District Property Returned: Cash, uniforms, tools, equipment, vehicles, instruction manuals, keys, computers, cellular telephones, identification cards and badges, fringe benefits and other items belonging to the District issued to an employee and not repaid or returned by the employee at the time of separation are considered advances of wages and the value of these items may be deducted from the employee's final pay check(s). By accepting employment with the District, the employee authorizes these deductions.

Unused Annual Leave: Separating employees who have completed the introductory period and who have given at least a 14-day notice, are paid for their accrued annual leave balance, up to a maximum of 400 hours. Please note if a departing employee calls out sick during his or her notice period, the final day of employment may be extended by the number of days missed in order to be considered leaving in good standing.

Benefit Continuation upon Separation: When an employee separates from District employment, benefits discontinue upon separation. Health care, dental, and vision insurance continue through the last day of the month in which the employee is actively paid.

Employees covered under the District's health, dental, or vision insurance plan are eligible for the extension of benefits through COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) at the employee's expense upon separation from District employment. Retiring employees are eligible for COBRA or may be eligible for the District's Retiree Health Insurance program, subject to eligibility guidelines. Life insurance benefits are not eligible for COBRA, but may be converted to an individual plan, subject to the policies of the insurer.

Retiree Health Benefit Program: Retirees may be eligible to participate in the state insurance program provided the retiree meets the qualifications defined in the Employee Insurance Program and as decided by South Carolina Public Employee Benefit Authority (PEBA).

The District may pay a portion of the cost of the retirees' insurance premiums determined annually based on the availability of funds and Commission approval.

Workplace Safety

Commitment to Safety

It is no mistake that Safety is the first Core Value for JIPSD. Protecting the safety of our residents, employees, and visitors is the most important aspect of running our organization.

All employees have the opportunity and responsibility to contribute to a safe work environment by using common sense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

Drug-Free and Alcohol-Free Workplace

It is the policy of the District to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the District. The full Drug-Free and Alcohol-Free Workplace Policy is included in **Exhibit 1**.

The unlawful use, possession, purchase, sale, and distribution or being under the influence, of any illegal drug and/or misusing legal drugs while on District or client premises or while performing services for the District is strictly prohibited. The District also prohibits reporting to work or performing services while under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the District prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the District's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Pre-employment: As required by the District for all prospective employees who receive a conditional offer of employment

For Cause: Post accident or upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse or alcohol screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Smoke-Free Workplace

Smoking is not allowed in District buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

The District is committed to providing a safe, violence-free workplace for our employees. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at District-sponsored functions.

All the District employees bear the responsibility of keeping the work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform his or her supervisor, manager, or the District Manager. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the District's employees or property will be prosecuted to the full extent of the law. All acts of violence will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The District prohibits the possession of weapons on its property, including parking lots and District vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal.

The District reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on District property. In addition, the District may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all District property and other items that are in violation of District rules and policies.

Emergency Closings

The District will make every attempt to be open for business. In situations in which an employee is concerned about his or her safety, the employee may choose to leave the office.

If the office is officially closed, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If an employee leaves earlier than the official closing time, the employee will be paid only for actual hours worked, or the employee can take Annual Leave. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Non-Fire shift employees will be paid for anytime they are required to work during an emergency. Non-Fire shift employees working during the designated closing of the District will receive pay for the hours worked and plus the full day added to their Annual Leave bank.

The District must continue to provide services during periods of bad weather, emergencies, or other situations in which the demand for public services is expected to be great. The need for employees to be on the job is especially critical during these emergencies and employees are expected to: make every effort to report to work during these times; maintain up to date emergency contact information with the District; respond to calls; and report to duty when directed.

Workplace Guidelines

Attendance

Due to the nature of District operations, employees' working hours may vary. Upon approval by the District Manager, each department establishes its work schedule and hours of work, and employees are expected to comply with these schedules to ensure efficient operation of the department and effective delivery of District services.

Excessive absenteeism or tardiness will result in discipline up to and including termination. (*Refer to SOG DWD-012 and SOG FRP-003*) Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for two consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job if it does not interfere with their job performance with the District. An Additional Employment form is required to be completed and submitted to the employee's immediate supervisor and retained in the employee's personnel file. Employees with a second job are expected to work their assigned JIPSD schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Dress and Grooming

The District provides uniforms for most of our employees. In Administration there is a business casual dress code for employees. All employees are expected to dress in a manner consistent with department requirements, good hygiene, safety, and good taste. Any questions or complaints regarding the appropriateness of attire should be directed to the immediate supervisor, Department Head, or the District Manager.

Social Media Policy

James Island Public Service District takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the District to protect itself from unauthorized disclosure of information. The District's social networking policy includes rules and guidelines for personal social networking and applies to all employees.

Blogging or other forms of social media or technology include but are not limited to video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with the District.

Unless specifically instructed, employees are not authorized to speak on behalf of the District. Employees may not publicly discuss customers and residents, employees, or any work-related matters, whether confidential or not, outside District-authorized communications. Employees are expected to protect the privacy of the District, its employees, customers, and residents, and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to customer and resident information, and private employee information.

Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet. Employee postings can be reviewed by anyone. The District reserves the right to monitor comments or discussions about the District, its employees, customers and residents and the industry posted on the Internet by anyone, including employees and non-employees. The District may use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites. Employees are cautioned that they should have no expectation of privacy while using District equipment or facilities for any purpose.

Personal Blogs

The District respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, not just the District.

Employees cannot use employer-owned equipment, including computers, District-licensed software, or other electronic equipment, nor facilities or District time, to conduct personal blogging or social networking activities.

Employees cannot use blogs or social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the District.

If an employee chooses to identify himself or herself as a JIPSD employee, please understand that some readers may view the employee as a spokesperson for the District. Because of this possibility, we ask that employees state that their views expressed in their blog or social networking area are their own and not those of the District, nor of any person or organization affiliated or doing business with the District.

Employees cannot post on personal blogs or other sites the name or logo of the District or any business with a connection to the District. Employees cannot post District-privileged information, including copyrighted information, private information of customers or employees, or District-issued documents.

Employees cannot post on personal blogs or social networking sites photographs of other employees, customers and residents, vendors, or suppliers, nor can employees post photographs of persons engaged in District business or at District events. Employees cannot post on personal blogs and social networking sites any advertisements or photographs of District services. Employees cannot link from a personal blog or social networking site to the District's internal or external web site.

If an employee has any questions relating to this policy, he or she should contact the Assistant District Manager or the District Manager.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect District employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, always, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Non-employees may not trespass or solicit or distribute materials anywhere on District property at any time.

Computers, Internet, Email, and Other Resources

The District provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, internet, intranet, e-mail, text messaging, or any other District provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of District computers, phones, or other communication tools. All communications made using District-provided equipment or services including social media, email, and internet activity, are subject to inspection by the District. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the District’s systems.

Employee use of District-provided communication systems, including personal e-mail and internet, that is not job-related has the potential to drain, rather than enhance, productivity and system performance. Employees should also be aware that information transmitted through email and the internet is not completely secure or may contain viruses or malware, and information employees transmit and receive could damage the District’s systems as well as the reputation and/or competitiveness of the District. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against District policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on District computers. Violations of this policy may result in termination for a first offense.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

The District encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding District business. Internal and external e-mails are considered business records and subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the District.

All use of District-provided communication systems, including e-mail and internet use, should conform to District guidelines/policies, including but not limited to the Equal Opportunity, Anti-Harassment, Confidential Information, and Conflicts of Interest. While the District recognizes that some personal use may be permitted, it should be kept as brief as possible and to a minimum. Employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for District business purposes and are critical to the District's success, employee communications may be accessed without further notice by Information Technology department administrators and District management to ensure compliance with this policy.

Office telephones are for business purposes. While the District recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Abuse of these privileges is subject to corrective action up to and including termination.

The District reserves the right to monitor customer calls to ensure employees abide by District quality guidelines and provide appropriate levels of customer service. Employees working in customer service will be subject to telephone and e-mail monitoring. Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

CODE OF CONDUCT AND STANDARDS OF BEHAVIOR

CODE OF CONDUCT

The Code of Conduct sets forth guidelines for professional conduct by all individuals representing and/or acting on behalf of the District, including Management, Supervision, Staff, and any others employed by or working at the District, including temporary agency workers, volunteers, and all other representatives of the District.

STANDARDS OF BEHAVIOR

JIPSD Service Excellence begins with a commitment to the highest standards of behavior. Each member of the JIPSD Team is responsible for the organization's success and ongoing Service Excellence.

A full description of our Code of Conduct & Standards of Behavior Policy is included in **Exhibit 3** for your signature.

Disciplinary Procedure

The District expects employees to comply with the District's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the District endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any appropriate manner. This policy does not modify the at-will status of employees or in any way restrict the District's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

As is the case with all organizations, instances arise when an employee must be reprimanded, suspended, or discharged. When corrective action is warranted, management may, in its sole discretion, impose any or a combination of any form of discipline it deems appropriate under the circumstances including, but not limited to:

- **Informal Counseling** - Informal counseling between an employee and his or her immediate supervisor or others in the employee's chain of command is encouraged as a means of directing or redirecting employee behavior.
- **Oral Reprimand** – Supervisory or management personnel giving an oral reprimand should document these discussions and place the documentation in the employee's personnel file in the event additional corrective actions become necessary. Employees receiving oral reprimands are on notice that corrective behavior is necessary.
- **Written Reprimand** - Any written reprimand should be placed in the employee's personnel file.
- **Suspension**- Employees may be suspended without pay for a predetermined length of time. While suspended, the employee may not be present on District property without written approval from the District Manager.
- **Probation** - (with a Performance Improvement Plan (PIP))- With the approval of the District Manager, employees may be placed on probation as a means of emphasizing the necessity of a desired change in employee behavior or performance. Department Heads may advise the employee of the desired correction and an amount of time that an employee must remedy that deficiency through a PIP. Management reserves the right, however, to end a probationary

period at any time if it becomes obvious that the problem has been corrected or it does not appear that any progress has been made toward that correction.

- ***Demotion***
- ***Reduction in annual leave balance***
- ***Termination of employment (must have District Manager approval)***

An employee who receives a written warning, disciplinary memorandum, or other disciplinary document is required to sign a copy of the document. The employee's signature does not necessarily mean that he or she agrees with the content, but only that he or she was made aware of the action. Failure or refusal to sign will subject the employee to further discipline up to and including discharge.

THE DISCIPLINARY ACTION WHICH IS ADMINISTERED FOR ANY PARTICULAR ACT OR ACTS OF MISCONDUCT RESTS IN THE SOLE DISCRETION OF THE DISTRICT. CONDUCT THAT APPEARS TO BE SIMILAR MAY BE TREATED DIFFERENTLY BECAUSE OF DIFFERENT SURROUNDING CIRCUMSTANCES. WHAT DISCIPLINARY ACTION, IF ANY, IS IMPOSED IN ANY PARTICULAR CIRCUMSTANCE IS DETERMINED IN THE DISTRICT'S SOLE DISCRETION. NORMALLY THE DISTRICT WILL CONSIDER FACTORS SUCH AS THE SERIOUSNESS OF THE CONDUCT, AND THE WORK AND DISCIPLINARY HISTORY OF THE EMPLOYEE INVOLVED. WHICH FACTORS SHOULD BE CONSIDERED, AND THE WEIGHT GIVEN THEM ARE WITHIN THE DISTRICT'S SOLE DISCRETION.

Time Off and Leaves of Absence

Holidays

The District observes and allows time off with pay for the following holidays:

- New Year's Day (January 1st)
- Martin Luther King, Jr. Day (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth National Independence Day (June 19th)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (3rd Thursday in November)
- Day after Thanksgiving (3rd Friday in November)
- Workday directly before and/or after Christmas (depending on day of the week for Christmas) Dates TBD
- Christmas (December 25th)

Any additional holidays will be designated by the District Manager at the start of each calendar year.

If one of these holidays falls on an unscheduled day of operations for the District, the holiday hours will be put into the non-Fire employee's annual leave (not to exceed 10 hours). *Fire employees not working the official holiday will receive 12 hours of Holiday pay awarded into their individual Annual Leave bank.*

Holiday pay. Full-time regular employees are eligible for holiday pay. Employees may receive holiday pay immediately upon joining the District. Part-time and temporary employees, including summer employees, are not eligible for holiday pay. Holiday pay shall be at the employee's regular straight-time rate times the regularly scheduled hours not to exceed 10 hours. *Fire employees will be paid an additional 12 hours for working the official holiday.*

Holiday pay is not included in the calculation for the purpose of computing overtime. To receive holiday pay, an eligible nonexempt employee must be at work or taking annual leave on the workdays immediately preceding and immediately following the day on which the holiday is observed. Otherwise, the holiday will not be paid.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the District should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee or use annual leave. The District will seek to reasonably accommodate individuals' religious observances.

Annual Leave

The District recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The District provides annual leave time to full-time employees for this purpose and employees are encouraged to take vacation during the year.

Regular full-time employees accrue annual leave after the end of the first full calendar month of employment; however, annual leave may only be taken after an employee satisfactorily completes six months of employment. Employees terminated during the introductory period are not eligible for annual leave payout.

All regular employees accrue annual leave at the rates below (no break in service over 30 days is allowed for accrual purposes). Annual leave may not be charged in units smaller than 30- minute increments and must be approved by the employee’s supervisor. Overtime hours worked is not considered in computing rates of accrual.

Full-time regular employees will accrue annual leave according to the following schedule:

Years of Service	Regular FT Employees	Fire Shift Employees
0-1	5 hours/mo.	6 hours/mo.
1-2	7 hours/mo.	10 hours/mo.
2-3	8 hours/mo.	11 hours/mo.
3-4	9 hours/mo.	12 hours/mo.
4-10	10 hours/mo.	14 hours/mo.
10-15	12 hours/mo.	17 hours/mo.
15-20	14 hours/mo.	20 hours/mo.
20 +	18 hours/mo.	25 hours/mo.

Although there is no maximum amount of Annual Leave an employee may accrue, employees who resign with proper notice will be eligible for a pro-rated payout of unused Annual Leave up to a maximum of 400 hours. Payout of Annual Leave is pro-rated, based on years of service.

Payout of Annual Leave will be prorated as follows:

Years of Service	Pro-Rated Ratio	Example	
7 months < 3years	.25	120 Hours in bank	30 hours available for payout upon separation
3years < 5.5 years	.50	120 Hours in bank	60 hours available for payout upon separation
5.5 years < 8 years	.75	120 Hours in bank	90 hours available for payout upon separation
8 years or more	1.00	120 Hours in bank	120 hours available for payout upon separation

Sick Leave

The District provides regular full-time employees with paid sick leave. Employees become eligible to accrue and use sick leave upon the first of the month following employment. The use of sick leave is designed to help safeguard employee health and morale. Sick leave is subject to written verification from medical care providers as determined by the Department Head.

Rates of Accrual - Regular full-time employees accrue sick leave at a rate of ten (10) hours per calendar month. Fire Department shift employees accrue sick leave at a rate of twelve (12) hours per calendar month. There are no maximum accruals for sick leave. No employee will be paid for accrued sick leave upon termination of employment, whether voluntary or involuntary.

Note: All benefits are subject to annual appropriation and may be changed, modified, or terminated at any time. Accrual rates may be adjusted based on normal workday hours.

Sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for scheduled medical procedures.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

Family and Medical Leave Act (FMLA) Policy

The District complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The District also abides by any state and local leave laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Finance Department to discuss options for leave.

Extended Leave of Absence Policy

An employee who is not eligible for FMLA, whose absence is not covered under FMLA, or whose FMLA has been exhausted may request an extended leave of absence for up to 14 weeks. A Request for Extended Leave form must be submitted to Finance Department. Extended leave requests require submission of pertinent documentation and the approval of the District Manager.

Leave under this policy will be unpaid except to the extent that the employee has unused accrued paid leave. Leave under this policy does not provide guaranteed reinstatement to the employee's same or any position. An employee who wishes to return to duty at or before the end of the 14-week period may be reinstated to his or her former position if it is open. If that position is not available, the employee may be returned to any open position for which he or she is qualified. If no such position is available, the employee may remain in leave status subject to the 14-week limitation. Any employee who is unable to return to work at the exhaustion of the 14-week period may request additional extensions when the proper medical documentation is provided. Any employee who is unable to return to work at the exhaustion of a 14-week extended leave period will be automatically separated from service but may be eligible to apply for re-employment in the event of future openings for which the employee is qualified.

Military Leave

The District supports the military obligations of all employees and grants leave for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Finance Department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

Bereavement Leave

Regular Full-Time employees may take up to 3 days of paid bereavement leave upon the death of an immediate family member. "Immediate family member" is defined as an employee's spouse, domestic partner, parent, stepparent, sibling, child, stepchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The District may require verification of the need for the leave. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The District supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, annual leave may be used for this purpose.

Time Off for Voting

The District recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, the employee will have sufficient time outside working hours to vote. If for any reason an employee thinks this will not be the case, contact the employee's supervisor to discuss paid scheduling accommodations.

Employee Benefits

Benefit Summary

The District recognizes the value of benefits to employees and their families. The District supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer PEBA at <https://www.peba.sc.gov> or contact the Finance Department. To the extent the information provided here conflicts with the full plan document, the full plan document will control.

Regular full-time employees working 30 hours or more per week are eligible for benefits, in most cases, on the first of the month following date of hire. To be eligible for and keep coverage in force, every insured employee must work a minimum of 30 hours per week. The current benefits available to Regular Full-time employees include:

- **Medical, Dental, and Vision Insurance**
- **Group Life Insurance**
- **Optional Life (Employee & Dependents)**
- **Short-Term Disability**
- **Long-Term Disability**
- **Supplemental Long-Term Disability**
- **401(k) & 457(b) Plan**
- **South Carolina Retirement System**
- **Medical/Dependent Care Flexible Spending Accounts**
- **Employee Assistance Program**

Workers' Compensation

The District pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job. The District abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor. The supervisor will complete an injury report with input from the Safety Director and employee. The Safety Director will file the claim with the insurance. In cases of true medical emergencies, report to the nearest emergency room. Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be allowed to use annual leave or sick leave for approved absences covered by the District's workers' compensation insurance, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. The District wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

This free, comprehensive counseling service offers employees three visits each year, and a 24-hour hotline answered by professional, degreed counselors. This service provides more than counseling for legal or financial issues. It also has daycare and elder care counseling and assistance. Visit First Sun EAP website to review all the benefits available.

The District encourages employees to use this valuable service whenever they have a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the District, nor is the District given any information on who chooses to use the services. For questions or additional information about this program, employees may contact the Finance Department.

Grievance Procedures and Employee Appeals

General grievance information is summarized below. Details on filing a grievance, time limits and, a step-by-step process employees are required to follow, may be found in [Exhibit 2](#).

- A. General** - The District provides a uniform procedure to resolve grievances of employees arising from their employment. A supervisor and employee should make every effort to resolve all issues through informal discussions before they rise to the level of a grievance. However, if a grievable action cannot be satisfactorily resolved, an employee may appeal using the Grievance and Employee Appeals Process to seek a satisfactory resolution.
- B. Grievable Actions** - Grievances are limited to adverse employment actions. These include, but are not limited to:
 - 1. disciplinary actions other than informal counseling, oral and written reprimands
 - 2. suspensions and terminations
 - 3. involuntary transfers and demotions and
 - 4. unlawful job-related discrimination.
- C. Filing a Grievance** - All statements, decisions and investigation findings are to be in written form, signed and dated, and in conformance with the applicable time limits outlined in the Grievance Process and Employee Appeals Form (**Attachment A**), or these rights may be waived.

Exhibit 1



Employee Drug & Alcohol Use and Testing Policy

It is well-recognized that drug abuse has a harmful effect on public health and safety, on the welfare of employees, on morale, and on productivity. Furthermore, it is the policy of the James Island Public Service District (“District”) to comply with the Drug Free Workplace Act and with applicable government regulations, to establish and maintain a drug-free workplace, and to prohibit the unauthorized or unlawful manufacture, distribution, dispensation, possession, and use of controlled substances on or off the job. As a Drug Free workplace, the District has **Zero Tolerance** for Drugs and Alcohol.

The abuse and misuse of alcohol also is a very serious problem which threatens our nation’s collective health, safety, and welfare. The District is committed to maintaining a safe and productive work environment. Alcohol in the workplace is dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. Furthermore, it is the policy of the District to establish and maintain alcohol free workplaces, to comply with applicable government regulations, and to prohibit the unauthorized, improper, or unlawful use of alcohol on District premises or time.

For these reasons, the District has implemented the following **Zero Tolerance** for Drug and Alcohol Use Testing Policy.

I. GENERAL RULE

Drugs: All employees of the District are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.,) and from using legal drugs, such as prescription drugs in an unlawful manner. District employees also are prohibited from being at work or on District property with any detectable amount of any illegal drug or any unlawfully used prescription drug in their system.

Alcohol: All employees of the District are prohibited from using or possessing alcoholic beverages on District premises or time.

Furthermore, all employees of the District are prohibited from reporting to or being at work while under the influence of alcohol. (An employee shall be “under the influence of alcohol” if he/she has any detectable amount of alcohol in his system.) It is a violation of this policy to report to or be at work smelling of alcohol.

Employees who are required by their jobs to possess a commercial drivers’ license are subject to the Federal Department of Transportation Motor Carrier Safety Regulations.

II. APPLICANTS FOR EMPLOYMENT

The District will conduct pre-employment drug tests for all applicants tentatively selected for employment. The District shall not hire any applicant tentatively selected for employment who refuses to submit to a drug test or who tests positive for use of illegal or unauthorized substances.

III. CURRENT EMPLOYEES

- A. Effective immediately, all District employees will be subject to drug or alcohol testing where “reasonable suspicion” of drug or alcohol use in violation of this policy exists or under other lawful conditions.

Reasonable suspicion is deemed to exist when:

1. Information that an employee has used illegal drugs or alcohol in violation is received from a reliable source.
2. A serious accident occurs due to fault of the employee

“Serious accident” is defined as:

- a. an accident involving a fatality
 - b. an accident causing bodily injury which requires medical care away from the scene of the accident
 - c. an accident causing total aggregate property damage of \$2,500 based on reliable estimates
 - d. an accident in which one or more motor vehicles incurs disabling damages because of the accident, requiring the towing of one or more of the vehicles from the scene by a tow truck or other vehicle.
 - e. an employee is injured and is required to have medical attention other than first aid on-site.
3. An employee exhibits any of the following:

- a. extreme mood swings.
- b. slurred speech
- c. unusual clumsiness
- d. staggering
- e. dilation of pupils
- f. sleeping on the job or lethargy
- g. smell of alcohol on employee's breath or person
- h. excessive unexplained sweating
- i. other aberrational behavior

- B. Reasonable suspicion testing other than post-accident testing shall not be conducted without the approval of the District Manager or that person's designee(s).
- C. If an employee refuses to submit to a drug or alcohol test when ordered to do so, the District shall terminate the employee. Tampering with or otherwise hindering the testing process or results also shall be treated as a violation of this policy.

IV. TESTING PROCEDURE

Alcohol Testing

DOT-covered employees will be tested by DOT-approved testing methods. Employees in positions which are not subject to DOT regulations may be tested by whatever method deemed appropriate by the District considering the circumstances. Moreover, where a violation is otherwise evident (such a violation of the prohibition of reporting to work smelling of alcohol), no "test" is necessary.

Drug Testing

- A. Drug testing normally will be by urinalysis. However, the District reserves the right to utilize hair follicle testing or other testing methods as it deems appropriate.
- B. The collection of samples will be performed under reasonable and sanitary conditions.
- C. Urine normally will be collected under conditions of semi-privacy; that is, a person of the same gender will be able to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, in cases where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule.

- D. Urine samples will be sealed, labeled, and documented in accordance with the procedure of the drug testing company. Labeling, storage, and transportation of samples shall be performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or same adulteration.
- E. Specimens will be checked for at least the following six drugs: Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine, and Barbiturates. However, the District reserves the right to test any specimen for any prohibited substance.
- F. Applicants and employees will have the opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
- G. Samples which initially result in a positive finding for drug use will be re-tested by the gas chromatography/mass spectrometry (GCMS) method. If the GCMS test results in a positive finding of drug use, and is verified by the Medical Review Officer, the written report of the Medical Review Officer shall be conclusive for all employment-related purposes.
- H. The Medical Review Officer will normally allow an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies the District.

V. NOTICE TO EMPLOYEES

By continuing to work, the employee agrees that he or she will abide by the policy as a condition of employment.

VI. NOTICE TO EMPLOYER, STATE AND FEDERAL GRANTOR/CONTRACTING AGENCIES, AND LAW ENFORCEMENT AUTHORITIES

- A. As a condition of employment, employees agree to notify the District within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. The District shall notify all state and federal grantors/contracting agencies of such employee convictions as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.
- B. The District shall notify law enforcement authorities whenever illegal drugs are found in the workplace.

VII. CONSEQUENCES OF VIOLATING THIS POLICY

Because the District has a Zero Tolerance Policy for Drug and Alcohol use, violations of this policy may result in immediate discharge.

VIII. VOLUNTARY DISCLOSURE OF SUBSTANCE ABUSE PROBLEMS

- A. Employees who have substance abuse problems and report them to the District before being selected for testing, and before the occurrence of an event which normally would result in testing, normally will not be disciplined upon the first violation but will be subject to Part VIII (B) of this policy.
- B. If an employee admits to a violation of this policy or tests positive for alcohol or drugs in violation of this policy, but seeks counseling and remains an employee of the District, the employee will be discharged if he or she again either admits to a violation of this policy or tests positive for drugs in violation of this policy.

IX. CONFIDENTIALITY

Any drug or alcohol test results or information supplied by employees and applicants as part of the District's testing program will be subject to all applicable privacy laws.

X. TESTING COSTS

The District will pay the costs of all drug tests to which the District requires an employee to submit. However, an employee subject to unannounced follow-up testing will be solely responsible for the cost of all follow-up tests including those required as part of a treatment program and return to duty tests.

XI. NOTIFICATION OF TEST RESULTS

- A. Applicants will be notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.
- B. Employees will be notified of the results (including the drug(s) discovered) of all drug tests.

XII. NOT A CONTRACT

This policy creates neither a contract nor a property interest in employment.

Exhibit 2



Grievance Procedures and Employee Appeals Policy

Purpose

The purpose of this document is to describe the Employee Grievance Procedure to ensure a fair and equitable process is followed for all parties involved.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the District's authority to terminate any employee when the District considers such action to be necessary for the good of the District.

Rules of Engagement and Eligibility

A regular full-time employee who has completed six months of satisfactory service with the District can present a grievance or appeal free from interference, restraint, coercion, discrimination, or reprisal.

The Grievant must follow the outlined procedure as it is stated on the Employee Grievance form. All timelines will be adhered to by both the grievant and the District Representative unless there are extenuating circumstances. All exceptions must be requested 3 days prior to the deadline when possible.

A. Grievable Actions

Grievances are limited to adverse employment actions. These include:

1. disciplinary action other than informal counseling and verbal reprimand
2. suspension and termination of employment (discharge, not layoff or reduction in force)
3. involuntary transfers and demotions and
4. unlawful job discrimination, harassment, or retaliation. (may also be addressed by written report to Assistant District Manager without a grievance – see Anti-Harassment Policy)

Compensation and performance evaluations may not be the subject of a grievance unless it applies to alleged inequities or discrimination within the complainant's department or the District.

B. Procedure

An employee should attempt to resolve all issues with his or her immediate supervisor through an informal discussion prior to filing a grievance. If the issue cannot be satisfactorily resolved by the immediate supervisor, the following process and procedures shall be followed to resolve a grievable action:

- a. Step 1: If the immediate supervisor is unable to resolve a reported issue to the employee's satisfaction, the employee shall notify his/her Department Head, in writing, within 5 business days of receipt of the supervisor's decision with the proper Grievance Form. (Attachment **A**) ("Business days" are defined as days on which the District's administrative offices are open for business.) A copy of the grievance form shall be submitted directly to the Department Head by the employee and the employee shall keep the original. The Department Head shall provide a copy of the grievance to the Assistant District Manager and inform the District Manager a grievance has been filed.
- b. Alternative Step 1a: Where the employee alleges unlawful harassment or discrimination, the grievance shall be submitted directly to the Assistant District Manager.
- c. Alternate Step 1b: If the grievance is due to termination of employment, Step 7 will be the first step in the process and the grievance will be addressed to the Grievance Committee.
- n. Alternate Step 1c: If the grievance is against an individual Commissioner, complaints may be made to the full Commission. If the grievance is against the District Manager, Step 7 will be the first step in the process and the grievance will be addressed to the Grievance Committee.
- e. Step 2: The Department Head (or Assistant District Manager if Alternate Step 1a is used) will investigate and advise the employee, in writing, of his or her findings and decision within 5 business days after receiving the grievance.
- f. Step 3: If the employee believes the grievance is not resolved by the decision of the Department Head or Assistant District Manager, the employee may appeal to the District Manager within 5 business days of receipt of the Department Head's decision.
- g. Step 4: A copy of the grievance form shall be submitted directly to the District Manager by the employee and the employee keep the original. The District Manager shall immediately provide a copy of the grievance to the Assistant District Manager.

- h. Step 5: The District Manager will investigate and advise the employee, in writing, of his or her findings and decision within 5 business days after receiving the grievance.
- i. Step 6: If the employee believes the grievance is not resolved by the decision of the District Manager, the Employee may appeal to the Grievance Committee within 5 business days of receipt of the District Manager's decision.
- j. Step 7: The employee shall forward a copy of the grievance form to the Assistant District Manager (indicating the chain-of-command has been followed unless the grievance is due to discharge).
- k. Step 8: The Assistant District Manager shall notify the employee in writing, within 5 business days after receiving the employee's request for an appeal hearing, of the date, time, and location of the hearing. The hearing must be scheduled within ten (10) business days of the receipt of the appeal. The Assistant District Manager shall likewise ensure that the Grievance Committee Members receive written notice of the date, time, and location of the hearing.
- m. Step 9: The Grievance Committee shall hold the hearing in accordance with this policy. The Grievance Committee shall email the employee, in writing, of the findings and decision of the Committee within 10 business days after the hearing. The decision of the Grievance Committee shall be final unless the employee was discharged.
- n. Step 10: If the subject of the grievance is discharge, the employee may appeal to the District Commissioners within 5 business days of receipt of the Grievance Committee's decision.
- o. Step 11: (This step only applies when an employee has been discharged.) The Commissioners shall hold a special meeting in Executive Session in accordance with this policy within ten (10) business days of receipt of the appeal to the Commission from the employee. There must be a quorum of at least four (4) Commissioners to hold the Executive Session. The Commissioners will review the evidence and advise the employee, in writing, email the findings and decision within 10 business days after the special meeting.

C. Establishment, Membership and Powers of Grievance Committee

The Employee Grievance Committee consists of five members and two alternate members appointed for three-year terms by the District Manager. In the event an interim appointment is made to fill a vacancy for any cause prior to the completion of a Committee member's term, the interim appointment must first fill the unexpired term of the Committee member that is being replaced before being eligible to be appointed to a three-year term by the District Manager. Any member may be reappointed for succeeding terms at the discretion of the District Manager.

- a. Whenever a grievance comes before the Committee initiated by or involving an employee of the Department of which a Committee member is also an employee, that member is disqualified from participating in the hearing. In such case, the alternate member takes the place of the disqualified member on the Committee.
- b. A quorum consists of at least three Committee members and no hearing may be held without a quorum.
- c. The Committee selects its own chairperson from among its members for a term of one year. The chairperson may designate some other member to serve as presiding officer when necessary. The chairperson has control of the proceedings and takes whatever action is necessary to ensure an equitable, orderly, and expeditious hearing.
- d. The Committee may call for personnel files, records, and papers pertinent to any hearing, and to determine the order of the proceedings. All matters before the Committee, except for their deliberations, are recorded. All documents submitted to the Committee are marked appropriately and preserved.
- e. All hearings shall be in closed session unless the grievant requests an open hearing. Such a request must be made at least 5 days prior to the hearing date.
- f. No witnesses may be presented by either party. However, written statements may be produced by either party.
- g. All Grievance Hearings where a terminated employee is present will have a Deputy Sheriff on premises, not in the room, throughout the hearing and deliberations of the Grievance Committee.
- h. All Committee members will be trained on the proceedings and their responsibilities within the Committee. An acknowledgement of the Guidelines will be signed by each Committee member.
- i. Communication between the grievant and Employee's Grievance Committee members regarding the grievance outside the grievance hearing will not be tolerated and may jeopardize the grievance process. If any committee member is reported as having discussions or comments, directly or indirectly, outside the normal grievance process, that member, or employee will be disqualified from participating in the hearing and an alternate member will be selected for the duration of the grievance process.

D. Findings and Advisory Opinion

Within ten (10) business days following the Grievance Committee hearing, the Committee shall submit its findings of fact, statements of policy, and final decision to the grievant, Assistant District Manager and District Manager.

The District Manager is bound by the actions of the Committee and the findings of the Committee is the final decision (except for a grievance for discharge) and copies of the report will be transmitted to Grievant, Assistant District Manager, and Department Director.

If the grievant has been discharged, the District Manager shall submit the Grievance Committee's findings of fact, statements of policy and final decision to the Commission within five (5) business days following the Grievant's appeal. Although the District Manager cannot change the decision of the Grievance Committee, he or she may submit his or her comments to the Commission along with the findings of the Grievance Committee.

Regardless of any other provision of the District's Grievance Procedure, the Commission is not limited to reviewing the report of the Grievance Committee and may obtain and review employment files, question the grievant, the District Manager, or any other employee, and otherwise obtain all information it finds necessary to make its own determination. However, nothing in this policy requires the Commission to seek additional materials if the record is deemed sufficient.

If the Commission approves and adopts the Grievance Committee's recommendations, they shall become final, with copies transmitted to the grievant, Assistant District Manager and the District Manager. If the Commission rejects the Grievance Committee's recommendation, it shall make its own recommendations during executive session. The Commission's decision shall be made in writing within ten (10) business days of the Commission's Executive Session or special hearing. The Commission's decision shall be final, and copies shall be transmitted to the grievant, Assistant District Manager and the District Manager.

Attachment A

Grievance Process and Employee Appeals Form

Grievant Information

Name: _____ Date Grievable Action Occurred: __/__/__

Department: _____ Job Title: _____

Explain Grievance and Resolution Requested: (attach additional pages, if necessary)

Grievant's Signature: _____ **Date:** __/__/__

My signature confirms that I have met with and tried to resolve this issue with my immediate supervisor. It was not resolved to my satisfaction and would like to file a formal grievance as explained in the Grievance Procedure & Guidelines SOG.

This grievance involves my discharge and I request it be submitted to the Grievance Committee for review.

TODAY'S DATE

Department Head's Review

I met and discussed with grievant on ____/____/____. My recommendation is based on my review of the information presented and the facts related to this grievance.

Action Taken / Recommendation: (attach additional pages, if necessary)

Department Head Signature: _____ **Date:** ____/____/____

Grievant's Signature: _____ **Date:** ____/____/____
My signature confirms that I met with and discussed this issue with my Department Head.

- I consider this grievance resolved.
- I do not agree with the Department Head & I would like to request the District Manager review my grievance.

District Manager's Review

I met and discussed with grievant on ____/____/____. My recommendation is based on my review of the information presented and the facts related to this grievance.

Action Taken / Recommendation:

Grievance resolved? Yes No, this grievance is being referred to the Grievance Committee for hearing.

District Manager's Signature: _____ **Date:** ____/____/____

Grievant's Signature: _____ **Date:** ____/____/____
My signature confirms that I met with and discussed this issue with the District Manager.

- I consider this grievance resolved.
- I do not agree with the District Manager. I would like to request the Grievance Committee review my grievance.

Employee Grievance Committee's Review

The Employee Grievance Committee met on ____/____/____ to review the grievance filed by

_____.

Action Taken / Recommendation: (attach additional pages, if necessary)

Signature: _____ **Date:** ____/____/____
Chairman, Grievance Committee

Grievant's Signature: _____ **Date:** ____/____/____
My signature confirms that I met with and discussed my grievance before the Employee Grievance Committee.

I accept the Committee's decision and consider this grievance resolved and understand this decision is final (unless discharge is reason for grievance).

I do not accept the Committee's decision and request the Commission review my grievance. (only allowed when discharge is reason for grievance)

Page 2 of 3 (Grievance Form - Attachment B)

Commission of James Island Public Service District's Review

Commission reviewed the Grievance Committee's recommendation on ____/____/____.

We agree with the Grievance Committee's Recommendation(s).

We do not agree with the Grievance Committee's Recommendation(s) and have determined:

Grievance is resolved.

Commission Chair Signature: _____ **Date:** ____/____/____

Grievant's Signature: _____ **Date:** ____/____/____

Page 3 of 3 (Grievance Form – Attachment B)

cc: Assistant District Manager (EE Grievance File)
Department Head
Employee

Tracking of Days Allowed for Grievance



Action in Grievance Process	# of Days allowed from Event	Event
Appeal to Department Head with Grievance	5	Supervisor's response to complaint from Employee
Department Head's response	5	Receiving Grievance from Employee
Appeal to District Manager with Grievance	5	Department Head's response to complaint
District Manager's response	5	Receiving Grievance from Employee
Appeal to Grievance Committee	5	District Manager's response to complaint
Schedule Grievance Committee Hearing	5	Receipt of Appeal to Human Resources
Grievance Committee's response	10	Grievance Committee Hearing
Appeal to Commission (only if termination)	5	Decision of Grievance Committee response
Schedule Commission Exec Session/Hearing	10	Receipt of Appeal to Commission
Commission's response	10	Commission's response to complaint

Receipt of Anti-Harassment Policy

I have read and I understand the District's Anti-Harassment Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Exhibit 3



CODE OF CONDUCT AND STANDARDS OF BEHAVIOR

CODE OF CONDUCT

This Code of Conduct sets forth guidelines for professional conduct by all individuals representing and/or acting on behalf of the District (JIPSD), including Management, Supervision, Staff, and any others employed by or working at JIPSD, including temporary agency workers, volunteers, and all other representatives of JIPSD.

This Code of Conduct does not attempt to define all specific behaviors of individuals, but instead communicates JIPSD's expectations of proper conduct and what professional conduct JIPSD values.

All individuals representing and/or acting on behalf of JIPSD have a general duty to conduct themselves at all times in a manner that will maintain and strengthen the public's trust and confidence in the integrity of JIPSD, and to take no actions incompatible with their obligations to JIPSD. Regarding professional conduct, all individuals representing and/or acting on behalf of JIPSD are expected to consistently demonstrate and practice:

INTEGRITY	by exhibiting a commitment to behaving honestly and ethically
TRUSTWORTHINESS	by acting in a responsible, reliable, and forthright manner
RESPECTFULNESS	by constantly and consistently treating everyone with dignity, civility, decency, and respect
FAIRNESS	by treating others justly, equitably, and with impartiality
STEWARDSHIP	by taking responsibility for the care and preservation of JIPSD financial and material assets and resources
COMPETENCE	by consistently demonstrating the knowledge, skills, and abilities necessary to perform the individual's role properly and successfully at JIPSD
COMPLIANCE	by acting within all enacted laws, regulations, ethical principles and JIPSD policies, guidelines, and procedures, as it relates to the execution of duties and responsibilities
CONFIDENTIALITY	by protecting the integrity and security of all JIPSD intellectual, technological, proprietary information, and property
ACCOUNTABILITY	by accepting responsibility for my actions, behaviors and decisions while performing my job/role within JIPSD

STANDARDS OF BEHAVIOR

JIPSD Service Excellence begins with a commitment to the highest standards of behavior. Each member of the JIPSD Team is responsible for the organization’s success and ongoing Service Excellence.

This commitment to Service Excellence encompasses a spirit of service, respect, positive attitude, professional appearance, accountability, appropriate sharing of information, and teamwork.

Employees and Applicants must always pledge to practice the following standards of behavior while performing work, acting on behalf of and/or representing the District.

I commit to the District’s Standards of Behavior, and will demonstrate the following core principles:

- **Promoting the mission, vision, and values of JIPSD**
- **Cooperating in a respectful and honorable manner while remaining fair & equitable**
- **Promoting a safe work environment**
- **Being accountable for the appropriate use of time and resources**
- **Displaying a positive attitude**
- **Being receptive to change**
- **Being fully accountable for my professional behavior and interactions**
- **Maintaining an appropriate/professional appearance**
- **Delivering excellent service to all customers**
- **Appropriately communicating and sharing information with others**
- **Promoting and exhibiting teamwork and cooperation in all areas of JIPSD.**

I have reviewed the District’s Code of Conduct & Standards of Behavior, and I agree to abide by them:

PRINT NAME LEGIBLY

SIGNATURE

TODAY’S DATE

Attachment B DISCLAIMER/EMPLOYEE ACKNOWLEDGEMENT

ALL EMPLOYEES OF THE JAMES ISLAND PUBLIC SERVICE DISTRICT (HEREIN REFERRED TO IN THIS POLICY MANUAL AS THE DISTRICT) ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF THE DISTRICT'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT. FROM TIME TO TIME, THE DISTRICT MAY FIND IT NECESSARY OR ADVISABLE TO ALTER ITS RULES, POLICIES AND PROCEDURES, AS NECESSARY. THEREFORE, THE PROVISIONS OF THIS HANDBOOK AND THE DISTRICT'S POLICIES ARE SUBJECT TO CHANGE AT ANY TIME.

NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE A CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT;" 3) THE DOCUMENT STATES THE TERMS OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE COMMISSION AND/OR APPROVED BY PUBLIC VOTE OF THE FULL COMMISSION. ONLY THE COMMISSION HAS AUTHORITY TO ENTER INTO ANY CONTRACTS OF EMPLOYMENT OTHER THAN AT-WILL EMPLOYMENT.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE DISTRICT'S POLICY MANUAL. I UNDERSTAND THAT THE POLICIES CONTAINED IN THIS POLICY MANUAL SUPERCEDE AND REPLACE ANY AND ALL PRIOR POLICIES OR PRACTICES OF THE DISTRICT. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THE POLICY MANUAL AND ALL OTHER DISTRICT POLICIES, PROCEDURES AND GUIDELINES.

EMPLOYEE NAME(PRINT)

DATE
SIGNATURE

EMPLOYEE

[This page will be included twice. One to be signed by employee acknowledging receipt of policy manual and the other copy will remain with handbook]