



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ [www.sacmetro.cable.tv](http://www.sacmetro.cable.tv)

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

## AGENDA

### SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION REGULAR BOARD MEETING

*(Board Members may participate via teleconference.)*

Sacramento County Administration Center  
700 H Street, S. 1450  
Sacramento, California 95814

**THURSDAY, SEPTEMBER 2, 2021 - 2:30 p.m.**

Board Members: Phil Serna, Patrick Kennedy, Rich Desmond, Sue Frost, Don Nottoli, Katie Valenzuela, Eric Guerra, Mai Vang, Tim Schaefer, Kevin Spease, YK Chalamcherla, Garrett Gatewood  
Elected Alternates: Porsche Middleton, Stephanie Nguyen, Siri Pulipati  
Appointed Alternates: Lisa Nava (Serna), Keaton Riley (Kennedy), Vanessa McCarthy-Olmstead (Desmond), Matt Hedges (Frost), Michelle Pariset (Valenzuela), Sarah Pollo Moo (Guerra), Ryan Brown (Vang)

## **PUBLIC COMMENT PROCEDURES**

In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), this meeting is live stream and closed to public attendance. Meeting procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact.

### **Live Meeting Comments**

To make a verbal public comment during a meeting - the public comment phone line will open 15-minutes prior to the start of the meeting. Refer to the agenda and listen to the live meeting to determine when is the best time to call to be placed in queue to make a public comment. Callers may be on hold for up to an extended period of time and should plan accordingly. Dial (916) 875-2500 and follow the prompts to be placed in queue for a specific agenda item or off-agenda matter. When the Chair opens public comment for a specific agenda item or off-agenda matter, callers will be transferred from the queue into the meeting to make a verbal comment. Each agenda item queue will remain open until the public comment period is closed for that specific item.

### **Written Comments**

Written comments can be emailed to [sacmetro@saccounty.net](mailto:sacmetro@saccounty.net) by **5:00 p.m. Wednesday, September 1, 2021**. Include the meeting date and agenda item number, or off-agenda item. Contact information is optional.

Mail a comment to 700 H Street, Suite 1450, Sacramento, CA. 95814. Include meeting date and agenda item or off-agenda item. Contact information is optional. Written comments are distributed to members, filed in the record, and will not be read aloud.

### **How to Submit Videos**

Video submissions may be delivered to the Commission Clerk electronically to [sacmetro@saccounty.net](mailto:sacmetro@saccounty.net) in the following formats – MP4, MOV, MPG, or WMV. DVD submissions must be delivered to the Commission at 799 G Street, 4<sup>th</sup> Floor, Sacramento, CA. 95814 by **5:00 p.m., Wednesday, September 1, 2021**. Video submissions shown during the meeting will be limited to the first ten submissions. Video submissions may not exceed 5 minutes in length.

### **How to View a Meeting**

The meeting is recorded and cablecast live on Metro Cable 14 on the Comcast, Consolidated Communications, and AT&T U-Verse systems and livestreamed at [metro14live.saccounty.net](http://metro14live.saccounty.net). It is also closed captioned for hearing impaired viewers. There will be a rebroadcast of this meeting on Saturday, September 4, 2021 at 3:00 p.m.

### **How to Access Meeting Material**

The online version of the Agenda and associated material is available at [www.sacmetro.cable.tv](http://www.sacmetro.cable.tv). Some documents may not be posted online because of size or format (maps, site plans, and renderings). Contact the Cable Commission's Administration Office at (916) 874-6662 to obtain copies of documents.

### **How to Request an Accommodation**

Requests for accommodations pursuant to the Americans with Disabilities Act (ADA) should be made with the Clerk of the Board by telephone at (916) 874-6662 (voice) or [sacmetro@saccounty.net](mailto:sacmetro@saccounty.net) (e-mail) 24 hours prior to the meeting.

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## **CALL TO ORDER**

Roll Call

**ITEM NO. 1) RESOLUTION NO. 2021-016, ADOPTING THE FISCAL YEAR 2021-22 FINAL GENERAL FUND (094A) BUDGET AND RESOLUTION NO. 2021-017, ADOPTING THE FISCAL YEAR 2021-22 FINAL PEG FEE FUND (094B) BUDGET**

### **Action:**

Approve Resolution No. 2021-016, Adopting the Fiscal Year 2021-22 General Fund (094A) Final Budget and Resolution No. 2021-017, Adopting the Fiscal Year 2021-22 PEG Fee Fund (094B) Final Budget to include the following Agreements and Exhibits included with the Final Budget Staff Report:

- Exhibit 1 – Fiscal Year 2020-21 Budget/Actuals and Fiscal Year 2021-22 Preliminary/Final General Fund (094A) Budget;
- Exhibit 2 – Fiscal Year 2020-21 Budget/Actuals and Fiscal Year 2021-22 Preliminary/Final PEG Fee Fund (094B) Budget;
- Attachment 3 - Fiscal Year 2021-22 Staffing;
- Pro Forma First Amendment to the Fiscal Year 2021-22 Annual Funding and Performance Agreement for Channel Licensees.

**ITEM NO. 2) REVIEW AND PROVIDE FEEDBACK ON THE DRAFT REVISED JPA AGREEMENT AND THE DRAFT REVISED BY-LAWS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**Action:**

Review and provide feedback on the draft revised Joint Powers Agreement and the draft revised By-Laws; and provide direction to Commission staff to reach out to each member agency's Management Team to solicit their feedback.

**ITEM NO. 3) RESOLUTION NO. 2021-019, ADOPTING THE SMCTC EMPLOYEE HANDBOOK FOR PART-TIME REGULAR & TEMPORARY EMPLOYEES AND RESOLUTION NO. 2021-020, RATIFYING A CHANGE TO THE OVERTIME POLICY AND CHANGE THE LENGTH OF THE PROBATION PERIOD FOR THE METRO CABLE PROGRAMMING COORDINATOR POSITION IN THE SMCTC PERSONNEL POLICIES AND PROCEDURES MANUAL**

**Action:**

Approve Resolution No. 2021-019, Adopting the SMCTC Employee Handbook for Part-time Regular and Temporary Employees; direct staff to disseminate the Handbook to all part-time regular and temporary employees; and approve Resolution No. 2021-020, Ratifying a Change to the Overtime Policy and Change the Length of the Probationary Period for the Metro Cable Programming Coordinator Position in the SMCTC Personnel Policies and Procedures Manual.

**ITEM NO. 4) RESOLUTION NO. 2021-021, APPROVING GSRMA MEMORANDUM OF UNDERSTANDING AND DELEGATING AUTHORITY FOR THE COMMISSION CHAIR TO SIGN THE MOU AND THE SMALL GROUP PROGRAM PARTICIPATION AGREEMENT**

**Action:**

Adopt Resolution No. 2021-021, Approving the GSRMA Memorandum of Understanding; delegate authority for the Commission Chair to sign the MOU and the PRISM Small Group Program Participation Agreement; and direct staff to return the signed MOU and Agreement to GSRMA which will allow the Commission to enroll eligible employees for specific benefit programs.

**ITEM NO. 5) CALENDAR YEAR 2022 QUARTERLY BOARD MEETING SCHEDULE**

**Action:**

Receive and file the SMCTC Calendar Year 2022 Quarterly Board Meeting Schedule.

**ITEM NO. 6) GENERAL ADMINISTRATION REPORT**

**Action:**

Receive a verbal report from staff on the following administrative matters:

1. FCC In-kind Proceeding
2. Section 621 En Banc Coalition – Retainer
3. Cable Company Audit Agreements
4. Atrium 916 Agreement – Update
5. Remainder of Quarterly Board Meetings in CY 2021

**ITEM NO. 7) CHANNEL LICENSEE REPORTS**

**Action:**

Receive and file reports and comments, if any, from the representatives of the following Channel Licensees:

- A. Access Sacramento
- B. Capital Public Radio
- C. KVIE, Inc.
- D. SacFaith TV
- E. Sacramento Educational Cable Consortium

**ITEM NO. 8) STATE FRANCHISEE REPORTS**

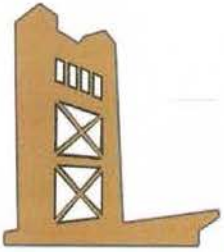
**Action:**

Receive and file reports and comments, if any, from the representatives of the following State Franchisees:

- A) AT&T
- B) Comcast
- C) Consolidated Communications, Inc.

**ITEM NO. 9) PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

**ADJOURNMENT**



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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## AGENDA ITEM NO. 1

**DATE:** September 2, 2021

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** **RESOLUTION NO. 2021-016, ADOPTING THE FISCAL YEAR 2021-22 FINAL GENERAL FUND BUDGET AND RESOLUTION NO. 2021-017, ADOPTING THE FISCAL YEAR 2021-22 FINAL PEG FEE FUND BUDGET**

### **RECOMMENDATION:**

It is recommended the Board approve Resolution No. 2021-016 (Attachment 1), Adopting the Fiscal Year 2021-22 Final General Fund (094A) Budget, and Resolution No. 2021-017 (Attachment 2), Adopting the Fiscal Year 2021-22 Final PEG Fee Fund (094B) Budget, to include the following documents:

- Exhibit 1 – Fiscal Y 2020-21 Budget/Actuals / Fiscal Year 2021-22 Preliminary/Final General Fund (094A) Budget Summary;
- Exhibit 2 – Fiscal Year 2020-21 Budget/Actuals / Fiscal Year 2021-22 Preliminary/Final PEG Fee Fund (094B) Budget Summary;
- Pro Forma First Amendment to Fiscal Year 2021-22 Annual Funding and Performance Agreement for Channel Licensees

### **DISCUSSION:**

On June 3, 2021, the Commission Board approved Resolution Nos. 2021-004 and 2021-005, Adopting the Proposed Fiscal Year 2021-22 General Fund and PEG Fee Fund Budgets for the Sacramento Metropolitan Cable Television Commission.

As reported at that June meeting, the County had not yet approved the Fiscal Year 2021-22 COLA for the positions that the Commission positions are aligned with. The Final General Fund (094A) Budget as presented now includes the 2% COLA since approved by the County for those positions, which was granted to Commission staff.

In processing the Fiscal Year 2020-21 revenue distributions to our seven member agencies in late June, staff realized the amounts as approved by the Board at the June 3, 2021 meeting were incorrect as the wrong population counts for each member agency was used. The population numbers from the previous year at 1,554,537 was used when those numbers should have been updated to the January 2021 population count, at 1,560,182.

**Agenda Item No. 1**

**Resolution No. 2021-016, Adopting the Fiscal Year 2021-22 Final General Fund Budget and**

**Resolution No. 2021-017, Adopting the Fiscal Year 2021-22 Final PEG Fee Fund Budget**

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Based on staff's discussion with Legal Counsel, and as dictated in the Commission's JPA - it was determined the best option was to issue the correct amounts to our seven member agencies, and have the Board ratify those corrected amounts at the next quarterly meeting, scheduled accordingly for today's Board meeting. Chair Hedges was notified of the error and concurred with Legal Counsel's opinion. Staff notified the seven member agencies of the error.

Below is a chart outlining the revenue distribution made to each member agency in June 2021 based on the corrected population count as of January 2021, and amount difference from the distribution approved by the Board in June 2021.

<b>Member Agency</b>	<b>FY 2020-21 Rev Distribution (Approved June 3, 2021 with incorrect population count)</b>	<b>FY 2020-21 Rev Distribution (with correct population count as of January 2021)</b>	<b>\$ Difference</b>
Citrus Heights	\$507,462	\$505,626	(\$1,836)
Elk Grove	\$1,017,999	\$1,025,659	\$7,660
Folsom	\$471,626	\$473,910	\$2,284
Galt	\$149,382	\$150,379	\$997
Rancho Cordova	\$452,966	\$458,703	\$5,737
Sacramento	\$2,952,685	\$2,969,306	\$16,621
Sacramento County	\$3,431,593	\$3,400,128	(\$31,465)
<b>Grand Total</b>	<b>\$8,983,712</b>	<b>\$8,983,712</b>	<b>\$0</b>

Per the revised COLA Policy for Channel Licensees approved by the Board at their June 28, 2018 meeting, the Fiscal Year 2021-22 General Fund and PEG Fee Fund Final Budgets, as presented, now includes a 2.89% COLA for Channel Licensees' Operations & PEG Equipment Bases, which includes:

- the 2% general COLA approved by the County for Commission-aligned positions;
- the annual minimum wage adjustments based on the minimum wage rates posted at the State of California's Department of Industrial Relations website; and
- associated federal and state payroll taxes to include such costs as Social Security, Medicare, State Disability, and Workers Compensation.

Staff discovered an error that was made in calculating the COLA for Channel Licensees for last year's budget. The error overstated the COLA amount by about 1.5%. Staff is not recommending any adjustments based on last year's COLA but will be calculating the correct COLA amount going forward.

**GENERAL FUND (094A) FINAL BUDGET**

The following summarizes the changes from the General Fund (94A) Proposed Budget approved in June 2021 that are included in the Final Budget:

- The carry forward fund balance was reduced by \$291,885 based upon a correction to the Commission's funds made by the County that reverses an error that was previously reported to the Board.

## **Agenda Item No. 1**

### **Resolution No. 2021-016, Adopting the Fiscal Year 2021-22 Final General Fund Budget and**

### **Resolution No. 2021-017, Adopting the Fiscal Year 2021-22 Final PEG Fee Fund Budget**

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- The amount for closed captioning is increased by \$25,000 to \$125,000 in recognition of the increased meetings that Metro Cable 14 is experiencing.
- The General Fund base allocations to the Channel Licensees is increased by \$40,307 due to application of the annual COLA which could not be calculated at proposed budget as the County had not awarded its annual COLA to staff at that time.
- Line items budgeted for various services provided by the County's DTech Department were increased, which staff was notified of in August.
- Adjustments for prior year's audits is reduced by \$100,000 that partially offsets the impact of the reduction in the carry forward fund balance.
- The FY 2021-22 revenue distribution to member agencies is reduced by \$275,433 based upon the above changes to the budget.

#### **PEG FEE FUND (094B) FINAL BUDGET**

The following summarizes the changes from the PEG Fee Fund (94B) Proposed Budget approved in June 2021 that are included in the Final Budget:

- The carry forward fund balance was increased by \$487,194 based upon the correction to the Commission's funds made by the County that reverses an error that was previously reported to the Board and Rancho Cordova's reimbursement for its FY 2020-21 PEG project which was anticipated to be paid last fiscal year but was not paid until August 2021 and thus that amount was carried forward in the fund balance
- Contingency was increased by \$335,571 due to the increased carry forward fund balance.
- The proposed expenditures for the Rancho Cordova FY 2020-21 project were increased by \$148,128 so that the project could be paid in the current fiscal year (2021-22).

As the County's 2% COLA was not approved until after the Commission Board's June 3<sup>rd</sup> meeting, the Annual Funding Agreement prepared and approved for Channel Licensees did not include the FY 2021-22 COLA. The First Amendment prepared for Channel Licensees' FY 2021-22 Annual Funding Agreement will include the 2.89% COLA. In addition, the First Amendment changes the issuance of the first installment from August 31, 2021 to September 30, 2021 – allowing enough time for staff to revise the existing Agreements to now include the 2.89% COLA once approve by your Board today; disseminate to Channel Licensees for signature; and sign off by Commission staff.

#### **RECOMMENDATION**

It is recommended the Board approve:

- Resolution No. 2021-016, Adopting the Fiscal Year 2021-22 Final General Fund (094A) Budget
- Resolution No. 2021-017, Adopting the Fiscal Year 2021-22 Final PEG Fee Fund (094B) Budget

**Agenda Item No. 1**

**Resolution No. 2021-016, Adopting the Fiscal Year 2021-22 Final General Fund Budget and**

**Resolution No. 2021-017, Adopting the Fiscal Year 2021-22 Final PEG Fee Fund Budget**

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- First Amendment to Pro Forma Agreement Fiscal Year 2021-22 Annual Funding and Performance Agreement for Channel Licensees
- All Exhibits and Attachments in Staff Report

Respectfully submitted,

**Robert A. Davison**

Digitally signed by Robert A. Davison  
Date: 2021.08.27 18:05:24 -07'00'

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission

**Attachments:**

Attachment 1 - Resolution No. 2021-016, Adopting the FY 2021-22 Final General Fund (094A) Budget

Attachment 2 - Resolution No. 2021-017, Adopting the FY 2021-22 Final PEG Fee Fund (094B) Budget

Attachment 3 – FY 2021-22 Staffing

Exhibit 1 - FY 2020-21 Budget/Actuals / FY 2021-22 Preliminary/Final General Fund (094A) Budget Summary

Exhibit 2 - FY 2020-21 Budget/Actuals / FY 2021-22 Preliminary/Final PEG Fee Fund (094B) Budget Summary

Pro Forma First Amendment to Fiscal Year 2021-22 Annual Funding and Performance Agreement for Channel Licensees



## SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

## RESOLUTION NO. 2021-016

**A RESOLUTION ADOPTING THE FISCAL YEAR 2021-22  
FINAL GENERAL FUND (094A) BUDGET**

**WHEREAS**, a hearing has been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2021-22 were made.

**THEREFORE, IT IS HEREBY RESOLVED** in accordance with Section 29089 of the Government Code, the final budget for Fiscal Year 2021-22 for the General Fund (094A) is hereby adopted in accordance with the following:

Salaries and Employee Benefits (Object 10)	\$1,486,646
Services and Supplies (Object 20)	\$803,925
OPEB Expense (Object 30)	\$73,901
Channel Licensees – Operations (Object 30)	\$1,508,174
Depreciation Expense - Audit (Object 30)	\$1,000
County Wide Cost Allocation – A87 (Object 30)	\$13,000
Contribution to Other Agencies (Object 30) – Atrium 916	\$75,000
Revenue Distribution – Fiscal Year 2021-22 (Object 30)	\$8,351,627
Equipment – Fixed Assets ( Object 40)	\$2,500
Bonded Debt Services (Object 50)	\$1,000
Contingency Appropriation – Operations (Object 70)	\$5,000
<b>FISCAL YEAR 2021-22 FINAL GENERAL FUND BUDGET TOTAL</b>	<b>\$12,321,773</b>

**FURTHER BE IT RESOLVED AND ORDERED** that the means of financing the expenditures programed will be by monies derived from Franchise Fee Revenue and Fund Balance available.

**FURTHER BE IT RESOLVED AND ORDERED** that the Budget be and is hereby adopted in accordance with the listed attachments and exhibits in the Fiscal Year 2021-22 Final Budgets Staff Report, which show in detail the approved appropriations, revenues and methods of financing, authorized positions, attached hereto and by reference made a part hereof.

**FURTHER BE IT RESOLVED AND ORDERED** that COLAs, equity/salary adjustments, and universal salary increases for contract and non-contract employees, if any, are authorized at the same level as approved by the Board of Supervisors for represented management, clerical, and technical employees of the County of Sacramento, and in addition, the Commission's exempt positions shall include a 3.5% differential over said amounts.

**FURTHER BE IT RESOLVED AND ORDERED** that the First Amendment to Channel Licensee Annual Funding and Performance Pro Forma Agreements with Channel Licensees – Access Sacramento, Capital Public Radio, KVIE and Sacramento Educational Cable Consortium is approved and that the Executive Director be and is hereby authorized to execute the agreements.

**FURTHER BE IT RESOLVED AND ORDERED** that the Executive Director is authorized and directed to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 2<sup>nd</sup> day of September 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair of the Board

ATTEST:

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

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

RESOLUTION NO. 2021-017

A RESOLUTION ADOPTING THE FISCAL YEAR 2021-22  
FINAL PEG FEE FUND (094B) BUDGET

WHEREAS, a hearing has been terminated during which time all additions and deletions to the proposed budget for Fiscal Year 2021-22 were made.

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 29089 of the Government Code, the final budget for Fiscal Year 2021-22 for the PEG Fee Fund (094B) is hereby adopted in accordance with the following:

Member Agency Facilities/Equipment (Object 20)	\$1,286,948
Board of Equalization Audit - Sales Tax Adjustment (Object 20)	\$25
Channel Licensees – PEG Equipment (Object 30)	\$1,048,608
Channel Licensees – Facilities/Equipment Base (Object 30)*	\$193,181
O/C – Prior Year’s Expense	\$20,000
Equipment – Fixed Assets – Administration (Object 40)	\$13,000
Equipment – Fixed Assets - Metro Cable Projects (Object 40)	\$276,706
Equipment – Fixed Assets – RT Control Room (Object 40)	\$62,218
Fund Balance Reserve (Object 70)	\$300,000
Contingency Appropriation (Object 70)	\$606,739
<b>FISCAL YEAR 2021-22 FINAL PEG FEE FUND BUDGET TOTAL</b>	<b>\$3,807,425</b>
<b>*Channel Licensees Bases includes a 2.89% COLA approved in FY 2021-22.</b>	

FURTHER BE IT RESOLVED AND ORDERED that the means of financing the PEG Fee Fund expenditures will be by monies derived from Revenue and Fund Balance available.

FURTHER BE IT RESOLVED AND ORDERED that the Fiscal Year 2021-22 PEG Fee Fund Budget is hereby adopted in accordance with the attachments in the Fiscal Year 2021-22 Budget staff report, which shows in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the Executive Director is authorized and directed to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Directors of the Sacramento Metropolitan Cable Television Commission, State of California, this 2<sup>nd</sup> day of September 2021, by the following vote, to wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Chair of the Board

**EXHIBIT 1  
GENERAL FUND (094A) BUDGET**

**Fiscal Year 2020-21 Budgeted/Year-end Actuals and Fiscal Year 2021-22 Preliminary and Final General Fund Budget**

	G/L #	FY 2020-21 Budget	FY 2020-21 ACTUALS	FY 2021-22 PRELIMINARY BUDGET	FY 2021-22 FINAL BUDGET
<b>REVENUE</b>					
Interest Income	94941000	\$100,000	\$46,482	\$30,000	\$30,000
Cable TV Franchise Fees	97978100	\$12,000,000	\$12,720,159	\$12,000,000	\$12,000,000
County Settlement Agreement (Cello Partnership-Verizon Settlement)	97979032	\$0	\$1,328	\$0	\$0
Miscellaneous Other Revenue	97979000	\$10,000	\$10,710	\$10,000	\$10,000
<b>REVENUE ACCOUNTS TOTAL</b>		<b>\$12,110,000</b>	<b>\$12,778,679</b>	<b>\$12,040,000</b>	<b>\$12,040,000</b>
Fund Balance / Carry Forward		\$615,933	\$615,933	\$573,658	\$281,773
<b>GRAND REVENUE TOTAL</b>		<b>\$12,725,933</b>	<b>\$13,394,612</b>	<b>\$12,613,658</b>	<b>\$12,321,773</b>
<b>EXPENDITURES</b>					
<b>Salaries &amp; Wages / Benefits</b>					
Salaries & Wages - Employees	10111000	\$552,781	\$545,020	\$599,073	\$599,073
Salaries & Wages - Extra Help	10112100	\$40,000	\$32,687	\$20,000	\$20,000
Salaries & Wages - Commission Members	10112400	\$6,600	\$3,000	\$6,600	\$6,600
OT (Time & One-Half) - COMPASS Conversion	10113200	\$2,000	\$103	\$2,000	\$2,000
Terminal Pay	10115200	\$0	\$1,593	\$0	\$0
Retirement	10121000	\$133,746	\$74,102	\$92,132	\$92,132
OASDHI (Social Security Act)	10122000	\$45,883	\$35,162	\$50,038	\$50,038
Group Insurance	10123000	\$204,633	\$142,767	\$193,053	\$193,053
Dental Insurance	10123002	\$8,000	\$8,651	\$9,954	\$9,954
GSRMA - EAP Insurance (Effective January 2022)	10123003	\$0	\$0	\$116	\$116
GSRMA - Life Insurance (Effective January 2022)	10123004	\$0	\$0	\$700	\$700
GSRMA - Vision Plan (Effective January 2022)	10123005	\$0	\$0	\$864	\$864
Workers Comp Insurance	10124000	\$17,458	\$9,965	\$9,751	\$10,113
SDI Insurance	10125000	\$2,810	\$1,545	\$2,003	\$2,003
Pension Retirees (Obligation for FYs 2019-20 through 2022-23 = \$500,000/FY)	10126000	\$500,000	\$500,000	\$500,000	\$500,000
<b>BENEFITS SUBTOTAL</b>		<b>\$912,530</b>	<b>\$772,191</b>	<b>\$858,611</b>	<b>\$858,973</b>
<b>SALARIES &amp; WAGES / BENEFITS TOTAL</b>	<b>10 TOTAL</b>	<b>\$1,513,911</b>	<b>1,354,595</b>	<b>1,486,284</b>	<b>1,486,646</b>
Books/Periodical Service	20202100	\$1,500	\$1,235	\$1,500	\$1,500
Film Supplies	20202500	\$17,150	\$6,124	\$11,000	\$11,000
Business Travel	20203100	\$5,600	\$0	\$9,771	\$9,771
Education & Training Supplies	20203500	\$3,850	\$845	\$3,850	\$3,850
Employee Recognition	20203800	\$1,500	\$0	\$1,587	\$1,587
Employee Transportation	20203900	\$1,900	\$20	\$500	\$500
Insurance - General Liability	20205100	\$25,000	\$12,788	\$14,996	\$15,553
Insurance - Bond / Pollution / Property	20205300	\$1,250	\$1,107	\$1,428	\$1,428
Membership Dues	20206100	\$5,000	\$3,719	\$4,990	\$4,990
Office Supplies	20207600	\$25,000	\$19,325	\$20,000	\$20,000
Postal Services	20208100	\$1,250	\$654	\$700	\$700
Printing Services	20208500	\$3,000	\$3,378	\$3,000	\$3,000
Cell Phone/Pager (G/L changed by the County from 20298701 in FY 2020-21)	20222700	\$0	\$1,525	\$1,750	\$1,750
Office Equipment Maintenance (G/L added by the County in FY 2020-21)	20226100	\$0	\$94	\$200	\$294
Modular Furniture - Office Workstation(s)	20226400	\$5,000	\$0	\$1,000	\$1,000
Radio/Elect Maintenance (Added by County in FY 2019-20)	20227200	\$250	\$0	\$100	\$100
Accounting Services	20250500	\$20,000	\$5,032	\$15,000	\$15,000
Legal Services	20253100	\$350,000	\$314,540	\$250,000	\$250,000
Security Service	20257100	\$500	\$0	\$500	\$500
Other Professional Services	20259100	\$171,500	\$144,671	\$151,350	\$151,350
DTech Desktop Support (G/L Acct changed by the County from 20291100 for FY 2020-21)	20271100	\$0	\$20,337	\$30,000	\$42,300
DTech WAN Charges (G/L Acct changed by the County from 20291600 for Fiscal Year 2020-21)	20271600	\$0	\$29,456	\$34,000	\$34,000
DTech County-Wide IT Services (G/L Acct changed by the County for Fiscal Year 2020-21)	20281000	\$0	\$5,816	\$7,000	\$7,000
DTech Fee - Web Hosting and Data Storage (G/L Acct added by County for FY 2020-21)	20281101	\$0	\$8,395	\$12,000	\$16,928
Hardware	20281201	\$16,700	\$2,536	\$7,807	\$7,807
Software	20281202	\$13,950	\$6,128	\$13,491	\$13,491

**EXHIBIT 1  
GENERAL FUND (094A) BUDGET**

**Fiscal Year 2020-21 Budgeted/Year-end Actuals and Fiscal Year 2021-22 Preliminary and Final General Fund Budget**

	G/L #	FY 2020-21 Budget	FY 2020-21 ACTUALS	FY 2021-22 PRELIMINARY BUDGET	FY 2021-22 FINAL BUDGET
Sales Tax Adjustment - Board of Equalization (G/L Acct Added by County)	20281304	\$150	\$0	\$100	\$100
Interpreter Svcs (Closed Captioning)	20283200	\$100,000	\$100,035	\$100,000	\$125,000
DTech County-wide IT Services (GL Acct changed to 20281000 by County in FY 20-21)	20291000	\$7,000	\$0	\$0	\$0
DTech Labor - AC (G/L Acct changed to 20271100 by County in FY 2020-21)	20291100	\$30,000	\$132	\$0	\$0
DTech Fee - ACP (G/L Acct changed to 20281101 by County in FY 2020-21)	20291200	\$44,201	\$0	\$0	\$0
COMPASS Costs	20291500	\$3,000	\$2,963	\$3,000	\$3,000
DTech WAN Charges (G/L Acct changed to 20271600 by County in FY 2020-21)	20291600	\$32,000	\$0	\$0	\$0
GS - Messenger Services	20292300	\$1,600	\$1,478	\$1,600	\$1,600
GS - Purchasing Svcs Allocation	20292500	\$200	\$176	\$200	\$200
GS - Equipment Rental - Light (Swapped out for smaller Metro Cable van in FY 2020-21)	20292800	\$10,000	\$7,684	\$10,000	\$10,000
GS - Fuel Usage- Light	20293800	\$100	\$90	\$100	\$100
County Facility Use (Rent/Lease)	20294200	\$52,500	\$33,106	\$35,000	\$35,000
GS -Parking Charges	20296200	\$10,015	\$8,578	\$9,326	\$9,326
Telephone Services - Cell Phones (G/L Acct changed to 20222700 by County in FY 2020-21)	20298701	\$2,000	\$0	\$0	\$0
Telephone Services - Land Line (Replaced G/L #202987800 in FY 2019-20)	20298703	\$3,000	\$2,891	\$3,200	\$3,200
Telephone Installations	20298900	\$1,000	\$0	\$1,000	\$1,000
<b>SERVICES AND SUPPLIES TOTAL</b>	<b>20 TOTAL</b>	<b>\$966,666</b>	<b>\$744,858</b>	<b>\$761,046</b>	<b>\$803,925</b>
<b>OPEB Expense (New GL Acct Created per Lincoln Bogard's 4-27-2020 E-mail)</b>					
OPEB Expense	30300200	\$80,436	\$80,436	\$73,901	\$73,901
<b>Contract Service (Channel Licensees) - 4.54% COLA (FY 2020-21); 2.89% (FY 2021-22)</b>					
Access Sac - Operations Base	30310500	\$544,690	\$544,690	\$544,690	\$560,432
Access Sac - HT-TV Operations Base	30310500	\$70,854	\$70,854	\$70,854	\$72,902
Access Sac - GOTW Operations Base	30310500	\$61,645	\$61,645	\$61,645	\$63,427
<b>Access Sac - Grand Total</b>	<b>30310500</b>	<b>\$677,189</b>	<b>\$677,189</b>	<b>\$677,189</b>	<b>\$696,760</b>
Capital Public Radio - Oper Base	30310500	\$24,498	\$24,498	\$24,498	\$25,206
KVIE Operations Base	30310500	\$267,944	\$267,944	\$267,944	\$275,688
SECC Operations Base	30310500	\$348,481	\$348,481	\$348,481	\$358,552
SECC Operations - Staffing (Approved by Board - 6/6/2019 Mtg for FY 2019-20)	30310500	\$73,164	\$73,164	\$73,164	\$73,164
BESTNet Operations Base	30310500	\$76,591	\$76,591	\$76,591	\$78,804
<b>CONTRACT SERVICE (CHANNEL LICENSEES) TOTAL</b>		<b>\$1,467,867</b>	<b>\$1,467,867</b>	<b>\$1,467,867</b>	<b>\$1,508,174</b>
Depreciation Expense	30332002	\$2,500	\$0	\$1,000	\$1,000
Sac County CW Cost Allocation - (Added by County FY 2019-20)	30348000	\$6,000	\$9,244	\$13,000	\$13,000
Contribution to Other Agencies - <b>Atrium 916 Agreement (COVID-19 Response)</b>	30370000	\$100,000	\$25,000	\$75,000	\$75,000
<b>Contributions to Other Agencies (Member Agencies Revenue Distribution)</b>					
Citrus Heights (FY 2020-21 Revenue Distribution)	30370000	\$466,783	\$505,626	\$0	\$0
Elk Grove (FY 2020-21 Revenue Distribution)	30370000	\$936,393	\$1,025,659	\$0	\$0
Folsom (FY 2020-21 Revenue Distribution)	30370000	\$433,820	\$473,910	\$0	\$0
Galt (FY 2020-21 Revenue Distribution)	30370000	\$137,407	\$150,379	\$0	\$0
Rancho Cordova (FY 2020-21 Revenue Distribution)	30370000	\$416,655	\$458,703	\$0	\$0
Sacramento (FY 2020-21 Revenue Distribution)	30370000	\$2,715,989	\$2,969,306	\$0	\$0
Sacramento County (FY 2020-21 Revenue Distribution)	30370000	\$3,156,507	\$3,400,128	\$0	\$0
Fiscal Year 2020-21 Revenue Distribution - Grand Total	30370000	\$8,263,553	\$8,983,711	\$0	\$0
Citrus Heights (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$487,316	\$470,051
Elk Grove (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$988,517	\$953,495
Folsom (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$456,749	\$440,567
Galt (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$113,611	\$139,797
Rancho Cordova (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$442,087	\$426,429
Sacramento (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$2,861,779	\$2,760,389
Sacramento County (FY 2021-22 Revenue Distribution)	30370000	\$0	\$0	\$3,277,001	\$3,160,899
Fiscal Year 2021-22 Revenue Distribution - Grand Total	30370000	\$0	\$0	\$8,627,060	\$8,351,627
<b>CONTR TO OTHER AGENCIES (REVENUE DISTRIBUTION) TOTAL</b>		<b>\$8,263,553</b>	<b>\$8,983,711</b>	<b>\$8,627,060</b>	<b>\$8,351,627</b>
<b>O/C - PRIOR YEAR'S (For Audit Findings)</b>	<b>30398000</b>	<b>\$160,000</b>	<b>\$290,628</b>	<b>\$100,000</b>	<b>\$0</b>
<b>OTHER CHARGES TOTAL</b>	<b>30 TOTAL</b>	<b>\$10,080,356</b>	<b>\$10,856,886</b>	<b>\$10,357,828</b>	<b>\$10,022,702</b>

**EXHIBIT 1  
GENERAL FUND (094A) BUDGET**

**Fiscal Year 2020-21 Budgeted/Year-end Actuals and Fiscal Year 2021-22 Preliminary and Final General Fund Budget**

	G/L #	FY 2020-21 Budget	FY 2020-21 ACTUALS	FY 2021-22 PRELIMINARY BUDGET	FY 2021-22 FINAL BUDGET
Fund Balance Reserved	7100000	\$150,000	\$150,000	\$0	\$0
Equip-SD-Non-Recon (Fixed Assets)	43430300	\$2,500	\$0	\$2,500	\$2,500
Oper Transfer Out - Lease (799 G Street Building Bonded Debt Svc)	50523000	\$2,500	\$0	\$1,000	\$1,000
Contingency Appropriation (Oper)	79790100	\$10,000	\$0	\$5,000	\$5,000
<b>OTHER CHARGES TOTAL</b>		\$165,000	\$150,000	\$8,500	\$8,500
<b>GRAND EXPENDITURE TOTAL</b>		\$12,725,933	\$13,106,339	\$12,613,658	\$12,321,773

**EXHIBIT 2**

**PEG FEE FUND (094B) BUDGET**

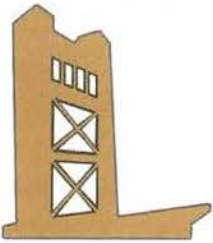
**FY 2020-21 Budgeted/Year-end Actuals and FY 2021-22 Preliminary and Final PEG Fee Fund Budget**

	G/L Acct	FY 2020-21 Budget	FY 2020-21 Year End Actuals	FY 2021-22 Preliminary Budget	FY 2021-22 Final Budget
<b>REVENUE</b>					
Interest Income	94941000	\$30,000	\$20,254	\$20,000	\$20,000
PEG Fee Revenue	97978200	\$2,400,000	\$2,550,053	\$2,250,000	\$2,250,000
PEG Fee Revenue (AT&T CYs 2018/2019 Audit Finding - Underpayment)	97978200	\$0	\$0	\$0	\$0
Fund Balance / Carry Forward		\$1,877,724	\$1,877,724	\$1,050,231	\$1,537,425
<b>REVENUE TOTAL</b>		<b>\$4,307,724</b>	<b>\$4,448,031</b>	<b>\$3,320,231</b>	<b>\$3,807,425</b>
<b>EXPENDITURES</b>					
Inventoriable Equipment (Member Agencies)	20226500				
Citrus Heights (FY 2020-21 Project)		\$146,307	\$115,769	\$0	\$0
Citrus Heights (FY 2021-22 Project)		\$0	\$0	\$12,811	\$12,811
Elk Grove (FY 2020-21 Project)		\$99,745	\$74,791	\$0	\$0
Elk Grove (FY 2021-22 Project) - No Request Submitted		\$0	\$0	\$0	\$0
Folsom (FY 2019-20 Project)		\$70,026	\$63,804	\$0	\$0
Folsom (FY 2020-21 Project)		\$163,181	\$154,814	\$0	\$0
Folsom (FY 2021-22 Project)		\$0	\$0	\$14,904	\$14,904
Galt (FY 2020-21 Project)		\$50,116	\$37,235	\$0	\$0
Galt (FY 2021-22 Project)		\$0	\$0	\$17,159	\$17,159
Rancho Cordova (FY 2020-21 Project)		\$156,866	\$0	\$0	\$148,128
Rancho Cordova (FY 2021-22 Project)		\$0	\$0	\$106,225	\$106,225
Sacramento - City Hall (FY 2019-20 Project)		\$497,277	\$401,059	\$0	\$0
Sacramento - Historic Hearing Chambers (FY 2020-21 Project)		\$149,184	\$142,482	\$0	\$0
Sacramento - City Hall Council Chambers (FY 2021-22 Project)		\$0	\$0	\$92,267	\$92,267
Sacramento - Historic Hearing Chambers (FY 2021-22 Project)		\$0	\$0	\$135,274	\$135,274
Sacramento County (FY 2020-21 Project)		\$636,866	\$239,289	\$0	\$0
Sacramento County (FY 2021-22 Project)		\$0	\$0	\$760,179	\$760,179
<b>Invent Equip Subtotal (Member Agencies)</b>		<b>\$1,969,568</b>	<b>\$1,229,243</b>	<b>\$1,138,819</b>	<b>\$1,286,948</b>
<b>Sales Tax Adjustment - Board of Equalization Audit</b>	<b>20281304</b>	<b>\$25</b>	<b>\$0</b>	<b>\$25</b>	<b>\$25</b>
<b>G/L Account 2000 Total</b>		<b>\$1,969,593</b>	<b>\$1,229,243</b>	<b>\$1,138,844</b>	<b>\$1,286,973</b>
Support Service (Channel Licensees)	30310400				
Access Sac - Cablecast Radio: The Voice of Sacramento		\$23,313	\$23,313	\$49,280	\$49,280
Access Sac - Checkout Equipment & News Youth Prod Kits		\$0	\$0	\$18,504	\$18,504
Access Sac - Coloma TV Studio		\$51,304	\$51,304	\$14,555	\$14,555
Access Sac - HD Truck & Sec Camera & Reurbish Old Van		\$135,393	\$135,393	\$19,575	\$19,575
Access Sac - NNB Development & Server		\$41,325	\$41,325	\$44,345	\$44,345
Access Sac - Office Equipment / Software / Cloud Mgmt		\$208,708	\$208,708	\$106,377	\$106,377
Access Sac - Remote Live Camera System, Security, Software		\$108,782	\$108,782	\$12,799	\$12,799
<b>Access Sac - PEG Equipment Grand Total</b>		<b>\$568,825</b>	<b>\$568,825</b>	<b>\$265,435</b>	<b>\$265,435</b>
CPR - Equipment		\$16,525	\$16,525	\$14,869	\$14,868
KVIE - Equipment		\$886,257	\$886,257	\$578,628	\$578,628
SECC - Equipment		\$22,438	\$22,438	\$18,858	\$18,858
SECC - Robotic Cameras & Controller		\$0	\$0	\$40,818	\$40,818
SECC - SEVA Labs (New & Refresh)		\$0	\$0	\$90,000	\$90,000
SECC - SEVA Student Home Studio Support		\$111,200	\$111,200	\$40,000	\$40,000
<b>SECC - PEG Equipment Grand Total</b>		<b>\$133,638</b>	<b>\$133,638</b>	<b>\$189,676</b>	<b>\$189,676</b>
BESTNet Phase III Completion (Years 6 & 7 Funding Rollover)		\$0	\$0	\$189,676	\$0
<b>Support Svc Subtotal (Channel Licensees)</b>		<b>\$1,605,245</b>	<b>\$1,605,244</b>	<b>\$1,048,608</b>	<b>\$1,048,608</b>
Contract Service Inst (Channel Licensees)	30310500				
Access Sac Fac/Equip Base (FY 2021-22 Final Budget - 2.89% COLA)		\$108,592	\$108,592	\$108,592	\$111,730
Access Sac - Coloma Center Rent		\$11,716	\$11,716	\$11,716	\$11,716
SECC Fac/Equip Base (FY 2021-22 Final Budget - 2.89% COLA)		\$12,419	\$12,419	\$12,419	\$12,778
SECC - Rent		\$44,538	\$44,538	\$56,957	\$56,957
<b>Contract Svc Inst Subtotal (Chan Licensees)</b>		<b>\$177,265</b>	<b>\$177,265</b>	<b>\$189,684</b>	<b>\$193,181</b>
<b>O/C - Prior Year's Exp (G/L Corr: SMCTC Biennial Audits)</b>	<b>30398000</b>	<b>\$20,024</b>	<b>-\$398,578</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>G/L Account 3000 Total</b>		<b>\$1,802,534</b>	<b>\$1,383,931</b>	<b>\$1,258,292</b>	<b>\$1,261,789</b>

**EXHIBIT 2**  
**PEG FEE FUND (094B) BUDGET**  
**FY 2020-21 Budgeted/Year-end Actuals and FY 2021-22 Preliminary and Final PEG Fee Fund Budget**

	G/L Acct	FY 2020-21 Budget	FY 2020-21 Year End Actuals	FY 2021-22 Preliminary Budget	FY 2021-22 Final Budget
Equipment SD Non-Recon - Fixed Assets	43430300				
Administration Equipment/Facilities		\$30,000	\$3,783	\$10,000	\$10,000
AT&T VRAD Equipment (Monitoring)		\$26,110	\$0	\$3,000	\$3,000
Headend		\$14,934	\$11,168	\$6,718	\$6,718
Member Agencies Control Rooms (Lap Tops & Software)		\$1,529	\$0	\$0	\$0
Metro Cable Control Room		\$49,199	\$23,809	\$20,783	\$20,783
Metro Cable Edit System		\$14,744	\$7,651	\$12,956	\$12,956
Metro Cable Flight Pack		\$29,386	\$0	\$122,965	\$122,965
Metro Cable Master Control		\$11,199	\$17,972	\$60,968	\$60,968
Metro Cable Server		\$38,178	\$33,048	\$22,319	\$22,319
Metro Cable Van		\$33,977	\$0	\$30,000	\$30,000
Metro Cable Workstations (PD & PC)		\$0	\$0	\$0	\$0
Regional Transit Control Room		\$62,218	\$0	\$62,218	\$62,218
<b>Equip SD Non-Recon - Fixed Assets Sub-Total</b>		<b>\$311,474</b>	<b>\$97,432</b>	<b>\$351,927</b>	<b>\$351,927</b>
<b>G/L Account 4000 Total</b>		<b>\$311,474</b>	<b>\$97,432</b>	<b>\$351,927</b>	<b>\$351,927</b>
Fund Balance Reserved	7100000	\$200,000	\$0	\$300,000	\$300,000
Contingency Appropriation	79790100	\$24,123	\$0	\$271,168	\$606,739
<b>EXPENDITURE TOTAL</b>		<b>\$4,307,724</b>	<b>\$2,710,606</b>	<b>\$3,320,231</b>	<b>\$3,807,425</b>





# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetro.cable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

## ATTACHMENT 3

### FISCAL YEAR 2021-22 APPROVED STAFFING\*

Contracted Position					
Executive Director	Per Contract with the County of Sacramento				
Full-Time Positions (Administration)					
Job Title	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Services Officer III	--	--	\$9,025.42	\$9,476.00	\$9,949.33
Administrative Services Officer I	\$5,496.67	\$5,771.58	\$6,060.42	\$6,363.17	\$6,681.58
Senior Office Specialist (Confidential)	\$4,212.50	\$4,423.08	\$4,644.08	\$4,875.50	\$5,119.03
Senior Office Assistant	\$3,427.83	\$3,600.08	\$3,779.25	\$3,968.92	\$4,167.33
Full-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Director	\$4,931.31	\$5,068.66	\$5,436.78	\$5,708.62	\$5,994.05
Programming Coordinator	\$4,219.01	\$4,429.95	\$4,651.47	\$4,884.05	\$5,128.24
Technical Coordinator	\$4,219.01	\$4,429.95	\$4,651.47	\$4,884.05	\$5,128.24
Technical Assistant	\$3,180.46	\$3,347.87	\$3,524.08	\$3,709.56	\$3,904.79
Part-Time Positions (Metro Cable)					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Production Assistant I	--	-	--	--	\$13.23
Production Assistant II	\$14.59	\$15.32	\$16.10	\$16.89	\$17.72
Production Assistant III	\$16.10	\$16.89	\$17.72	\$18.58	\$19.48

\*Does not include the 2% COLA granted to the positions that are aligned with the County of Sacramento position in FY 2021-22.

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**PRO FORMA FIRST AMENDMENT TO FISCAL YEAR 2021-22  
ANNUAL FUNDING AND PERFORMANCE AGREEMENT FOR CHANNEL LICENSEE**

**THIS FIRST AMENDMENT TO AGREEMENT** is between the **SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION (“SMCTC”)** and **(INSERT CHANNEL LICENSEE NAME HERE) (“Licensee”)**. It is supplemental to that certain agreement between the same parties entitled **LICENSE AND OPERATIONS AGREEMENT PERTAINING TO USE OF COMMUNITY PROGRAMMING CHANNEL(S)** (the **“Licensing Agreement”**) which was effective as of November 6, 2003, and which was subsequently amended to extend the Agreement through and including June 30, 2022.

This First Amendment to Agreement (the **“Amendment”**) is made with reference to the following facts, among others:

A. SMCTC and Licensee have entered into the Licensing Agreement. The Licensing Agreement provides Licensee the right to use one (or more) cable television channels, which SMCTC controls for television programming, which is beneficial to the public, subject to certain terms and conditions.

B. SMCTC and Licensee have entered into the Funding Agreement allocating initial funding to Licensee for Fiscal Year 2021-22. SMCTC and Licensee wish to amend the Funding Agreement as set forth in this Amendment.

**WHEREFORE, THE PARTIES AGREE:**

1. Amendment. Section 1 of the Funding Agreement to revised to read in full as follows:

“1. Payment to Licensee.

(a) For and in consideration of Licensee operating the cable channel(s) for which it is licensed according to the approved proposal, SMCTC hereby agrees to pay Licensee in two semi-annual installments the total sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) as follows for Channel Licensee’s Operations and PEG/Facilities Equipment, **to now include a 2.89% COLA approved for Fiscal Year 2021-22 for Operations and PEG Facilities and Equipment Bases; with the first installment payment to be made on or by September 30, 2021 and the second payment on or by February 28, 2022:”**

<b>FISCAL YEAR 2021-22 (with 2.89% COLA)</b>	
(INSERT LICENSEE NAME) – Operations Base (General Fund)	\$ _____
(LICENSEE PROJECT NAME) - (General Fund)	\$ _____
(LICENSEE PROJECT NAME) - (General Fund)	\$ _____
PEG Facilities/Equipment Base (PEG Fund)	\$ _____
PEG Capital Facilities/Equipment (PEG Fund)	\$ _____
<b>TOTAL FISCAL YEAR 2021-22 FUNDING</b>	<b>\$ _____</b>

2. Funding Agreement. Except as expressly modified by this Amendment, the Funding Agreement remains in full force and effect.

(INSERT CHANNEL LICENSEE NAME)

SACRAMENTO METROPOLITAN  
CABLE TELEVISION COMMISSION

By: \_\_\_\_\_

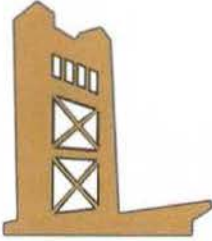
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetroable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

## AGENDA ITEM NO. 2

**DATE:** September 2, 2021

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** REVIEW AND PROVIDE FEEDBACK ON THE DRAFT REVISED JPA AGREEMENT AND THE DRAFT REVISED BY-LAWS OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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### **RECOMMENDATION:**

It is recommended the Board review and provide feedback on the draft revised Joint Powers Agreement and Revised By-Laws.

### **BACKGROUND:**

The Sacramento Metropolitan Cable Television Commission (Commission) is a joint powers agency formed by Sacramento County and all cities within the county with the exception of Isleton. The Commission's Agreement of Formation was adopted and amended by Sacramento County Ordinance and subsequent amendments in the City Ordinances and is part of the Sacramento County and Cities Codes ("JPA Agreement"). The Commission and JPA Agreement are currently set to sunset on December 31, 2024.

At the September 3, 2020 meeting, the Board expressed an interest in proposing an extension of the Commission for consideration by the member agencies. To help begin this conversation, staff prepared draft amendments to the JPA Agreement and Commission By-Laws. These amendments are being presented to the Board for discussion and input. Consistent with historic practice, the edits are shown to the Sacramento County Code. However, draft ordinances would be prepared by or for each member agency.

### **DISCUSSION:**

The proposed edits to the JPA Agreement will extend the Commission and update other portions of the JPA Agreement to reflect current practice. Below is a bullet-point summary of the proposed edits:

- Term (5.50.112(9)): Most importantly, the expiration date is removed. The draft proposes that the Commission would remain in existence unless there is a two-thirds vote of the members to terminate. Alternative options include (1) a new sunset date or (2) some other termination threshold. This is a policy area where Board direction is needed.

- Board Composition (5.50.104): The current agreement entitles each city to a Board seat once its population equals 80,000. All cities with less than 80,000 in population share a seat. Shortly, all cities with the exception of Galt will meet this threshold. Given this, the draft proposes to allocate one Board seat to each city member with the exception of the City of Sacramento which retains its three seats. With the five seats retained by the County of Sacramento, the Board of Directors will include 13 members. This is the composition of the Board that would be in place pursuant to the current agreement once the City of Rancho Cordova achieves a population of 80,000. This is one option and the Board could recommend an alternative arrangement.
- Officers (5.50.112(2), (7), (8)): The current agreement assumes that Sacramento County will provide Clerk, Auditor, and Treasurer services. While the County is currently providing Treasury services, Clerk services are provided by Commission staff with support from the County's Clerk of the Board. Auditor services are performed by an outside auditing firm (Richardson & Company) as staff was informed by the County auditor that since Commission funds are held by the County, the County Auditor could no longer be the Commission Auditor. The draft would provide the Board with maximum flexibility to determine how to appoint these officers.
- Payments (5.50.112(6)): The current agreement details how and when the revenue distributions to the member agencies are calculated and distributed. The draft provides edits to match the current fiscal year of the Commission and to update the dates that the Commission currently pays the revenue distributions to the member agencies. The current agreement also requires an auditor statement with each distribution that has not historically been provided. The draft proposes to amend this section to reflect current practice.
- General Clean-Up: The balance of the draft edits would conform other sections of the JPA Agreement to the above edits or propose general clean-up to reflect current law or practice. As an example, the law now requires member agencies to be responsible for joint powers agencies' retirement costs. This has been added for clarity.

The proposed By-laws update includes the following items:

- Consistency with the JPA Agreement: The majority of the edits ensure consistency with the proposed edits to the JPA Agreement.
- Meeting Cadence (1): The current Bylaws assume monthly meetings. The draft changes that to quarterly meetings to reflect current practice.
- Stipend (2): The Board currently receives a stipend for Board meeting attendance. However, this is not reflected in the By-laws. This edit would add that.
- Executive Director Authority (6): The Executive Director currently has the authority to award contracts of up to \$50,000 with Board notification for a total aggregate amount of \$150,000. This has not been updated in a number of years. The draft proposes to keep the \$50,000 threshold but delete the aggregate amount. The draft also proposes to delete a reference to budget consistency. This is unnecessary as all expenditures must be budgeted.

**RECOMMENDATION:**

It is recommended the Board review and provide feedback on the draft revised Joint Powers Agreement and Revised By-Laws; and provide direction to Commission staff to reach out to each member agency's Management Team to solicit their feedback.

This item would then return to the Board for a final recommendation to the member agencies on a revised JPA Agreement and By-Laws.

Respectfully submitted,

**Robert A. Davison**

Digitally signed by Robert A.  
Davison  
Date: 2021.08.27 18:42:20 -07'00'

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission

Attachments:

Revised Joint Powers Agreement (Draft)

Revised By-Laws (Draft)

ORDINANCE NO. \_\_\_\_\_

**REVISED 9/1/2021**

**AN ORDINANCE OF THE COUNTY OF SACRAMENTO AMENDING SECTION 5.50.104, 50.105 AND 5.50.112 OF THE SACRAMENTO COUNTY CODE REGARDING THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

BE IT ORDAINED BY THE SACRAMENTO COUNTY BOARD OF SUPERVISORS, as follows:

Section 1. Section 5.50.104 of the Sacramento County Code is hereby amended to read as follows:

**5.50.104 Board of Directors.**

The powers and authority of the Sacramento Metropolitan Cable Television Commission shall be vested in a Board of Directors which shall consist of a **minimum of** thirteen (13) members.

a. Five (5) members of the Board of Directors shall be members of the Governing Body of the County.

b. **One member of the Board of Directors shall be a member of the Governing Body of one of the cities within the County of Sacramento that is a member of the Commission and whose population is less than eighty thousand (80,000) people. The member shall be appointed by and serve at the pleasure of the Governing Bodies of the appointing cities. All member cities whose populations are each less than eighty thousand (80,000) shall be represented by this member of the Board of Directors.**

c. **So long as a city with a population less than eighty thousand is a member of the Commission, three (3) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.**

**In the event that no city with a population less than eighty thousand (80,000) people is a member of the Commission, four (4) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.**

d. **One (1) member of the Board of Directors for each City, other than the City of Sacramento, that is a member of the Commission and whose population is equal to or greater than eighty thousand (80,000) people. Each member of the Board of Directors who represents such a member City shall be a member of the**

Governing Board of that City and shall be appointed by, and serve at the pleasure of, the Governing Board of that City.

e. Each member of the Board of Directors shall be authorized to appoint a personal representative to attend meetings of the Board in the absence of the member, and, during such meetings, vote and exercise all other powers of the member. Such an appointment shall be effective when the member files with the Clerk of the Board of Directors a written notice executed by the member which identifies by name and residential address the personal representative who has been appointed. Personal representatives shall serve at the pleasure of the members who appoint them, and such appointments may be revoked by the filing of written notice of revocation with the Clerk of the Board of Directors signed by the member and reciting revocation of the appointment of a designated representative. In the event of removal from the Board of Directors of a member who serves at the pleasure of a Governing Body, such removal shall automatically effect removal of any personal representative which that member has appointed.

f. For purposes of this section, a city's population shall be as estimated by the California Department of Finance by January 1 of each year for the preceding year. Modifications to Board membership based on population changes shall be made on July 1 following the January 1 on which such population change was provided by the Department of Finance.

Section 2. Section 5.50.112 of the Sacramento County Code is hereby amended to read as set forth in the attached Exhibit A, incorporated by this reference.

Section 3. If any part or provision of this ordinance, or the application thereof to any person or circumstances, is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable and are intended to have independent viability.



INTRODUCED ON \_\_\_\_\_, 2021, and PASSED AND ADOPTED by the County of Sacramento Board of Supervisors on this \_\_\_day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair

ATTEST:

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

## EXHIBIT A

### **5.50.112 Amended and Restated Agreement of Formation.**

The Sacramento Metropolitan Cable Television Commission was previously created by the County and Cities. Enactment of this chapter and amendments thereto constitutes approval by the Governing Bodies of the County and Cities of the terms of the amended and restated agreement of formation.

#### **Amended and Restated Agreement of Formation Sacramento Metropolitan Cable Television Commission**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into pursuant to the provisions of Section 6500 et seq. of the Government Code of the State of California by and between the County of Sacramento, herein referred to as "County"; and the City of Sacramento and cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova, herein referred to as "Cities"; who do hereby mutually agree as follows:

1. Establishment. There is hereby created an organization known and denominated as the Sacramento Metropolitan Cable Television Commission, which shall be a public entity, separate and apart from the County and Cities. The Sacramento Metropolitan Cable Television Commission (hereinafter referred to as "Commission") shall be governed by the terms of this Agreement, the terms of an ordinance enacted by each agency which enters into this Agreement which is entitled "Cable Television Ordinance", and is hereinafter referred to as the "Ordinance", and by such rules as are duly passed and adopted by the Board of Directors of the Commission.

2. Board of Directors. The Commission shall be governed by and the powers of the Commission vested in a Board of Directors. The number of members of the Board of Directors, composition thereof, and tenure of Directors shall be prescribed by Sub-Chapter 2 of the Ordinance.

a. Meetings of the Board of Directors and/or such advisory or other committees as the Board may appoint, shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). The Board of Directors shall establish a time and place for its regular meetings, which shall be held not less frequently than once per year.

b. A majority of the members of the Board of Directors shall constitute a quorum for the purpose of transacting business.

c. No action taken by the Board of Directors shall be effective except by duly adopted motion receiving the votes of a majority of the Directors of the Board.

d. The Board of Directors shall annually elect its Chairperson and Vice-Chairperson.

e. The Clerk of the Board of Supervisors of the County or other person retained by the Board shall serve as Clerk to the Board of Directors, shall be responsible for recordation of the official actions by the Board, and shall be the official custodian of all records of the Board of Directors.

The County may determine reasonable charges to be made against the Commission for the services of the Clerk and the Commission shall pay such charges.

3. Powers. The Board of Directors of the Commission shall be vested with the following powers:

a. To employ or retain in the name of the Commission an Executive Director and such other personnel as the Board of Directors deems appropriate. The Executive Director shall be appointed by and serve at the pleasure of the Board of Directors;

b. To make and enter into contracts in the name of the Commission as authorized by or in order to carry out the objects or purposes of this Agreement or the Ordinance, including, but not limited to, contracts with the County providing for provision by County personnel of services for the Commission and reimbursement of the County by the Commission of the costs thereof;

c. To acquire in the name of the Commission, take title to, hold and dispose of real and personal property;

d. To incur in the name of the Commission debts, liabilities and obligations, which shall not constitute debts, obligations or liabilities of any of the member agencies;

e. To accept in the name of the Commission grants, gifts and donations in the public interest to carry out the purposes and functions of the Commission;

f. To establish and provide for the payment of reasonable compensation to its members or their personal representatives for performance of the duties of office; and

g. To exercise such other powers as are expressly conferred by the provisions of this Agreement or the Ordinance.

The Board of Directors shall also be authorized to sue in the name of the Commission. The Commission shall be subject to suit in its name.

4. Limitations. Pursuant to the provisions of Government Code section 6509, "the powers of the Commission are subject to the restrictions upon the manner of exercising such powers of one of the designated member agencies." For such purposes, the City of Sacramento is hereby designated.

5. Budget. Prior to July 1st of each fiscal year, the Board of Directors shall adopt a preliminary budget. Prior to September 1st of each fiscal year, said Board shall adopt a final budget.

6. Payments. Not later than the first day of August of each year during the term of this Agreement, the Commission shall distribute to the County and Cities who are members of the Commission the difference between: (i) the revenue required to finance the costs to be incurred in accordance with the Commission's Budget (including a reserve for contingencies) for the fiscal year commencing on the preceding first day of August for the preceding fiscal year ending June 30; and (ii) the revenues from franchise fees actually received by the Commission on or before the preceding first day of August for the preceding fiscal year ending June 30. Notwithstanding the foregoing, the Commission shall distribute to said County and Cities not later than the first day of each October not less than twenty (20) percent of the revenue from such franchise fees. Revenues from sources other than franchise fees shall be utilized and distributed as required by the source of the funds.

The franchise fees shall be paid to the County and Cities who are members of the Commission in the same proportion as the ratios which the population of the unincorporated area of the County and incorporated area of the Cities bear to the total population of Sacramento County, excluding the city of Isleton, as disclosed by the most recent Federal Decennial Census and as updated by the California Department of Finance January 1<sup>st</sup> of each calendar year..

7. Treasurer. The Board shall appoint a Treasurer in accordance with Government Code sections 6505-6505.6.

The Treasurer shall receive and have custody of and disburse Commission funds on the warrant of the Commission and shall make disbursements authorized by this Agreement. The Treasurer shall invest Commission funds in accordance with the general law. All interest collected on Commission funds shall be accounted for and posted to the account of said funds.

8. Auditing. The Auditor shall be appointed by the Board in accordance with Government Code sections 6505-6505.6. At the close of each fiscal year, as provided in Government Code section 6505, the Directors may contract with a public accountant or certified public accountant to make an audit of the accounts and report of the Commission.

The Commission shall establish and maintain such funds and accounts as are deemed necessary to account for and report on receipts and disbursements. The Commission shall keep such additional records and accounts which are deemed necessary to account for and report on sources of funds, expenditures, grants and programs as may be required by good accounting practices. The books and records of the Commission shall be open to inspection at all reasonable times by representatives of the member agencies.

9. Term. Except as hereinafter provided, this Agreement shall terminate upon a two-thirds vote of the member agencies.

10. Disposition of Assets. Upon dissolution of the Commission, its remaining assets after satisfying all liabilities, including any retirement benefits obligations, shall be distributed to member agencies in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above unless the member agencies agree to a different distribution. Any real property owned by the Commission shall,

in advance of dissolution, be conveyed by the Board of Directors to member agencies as tenants in common with proportional interests equal to the proportion of distributions most recently made pursuant to the provisions of said Paragraph 6 unless the member agencies agree to a different distribution.

11. Debts. Except to the extent provided by law, the debts, liabilities and obligations of the Commission shall not constitute any debts, liabilities or obligations either jointly or severally of the County or any City.

12. Amendment. This Agreement may be amended by written contract approved by and executed in behalf of the Governing Bodies of each member agency. No Franchisee or other person or entity shall be deemed to either expressly or impliedly be a party to this Agreement, a third party beneficiary thereof, or to have any interest which precludes amendment of the terms of this Agreement in any manner in which the Governing Bodies of the member agencies, in their discretion, may mutually agree.

IN WITNESS HEREOF the parties hereto have approved and executed this Agreement as follows.

AYES:  
NOES:  
ABSENT:

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Chair of the SMCTC Board

ATTEST:

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**REVISED BY-LAWS  
OF THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

Originally Adopted: December 8, 1982

Amended: \_\_\_\_\_, \_\_\_ 2021

1. **PURPOSE OF BY-LAWS.** These By-Laws of the Sacramento Metropolitan Cable Television Commission (hereinafter referred to as the “Cable Television Commission” or “Commission”), supplement the Commission’s Amended and Restated Agreement of Formation, made and entered into pursuant to the provisions of California Government Code section 6500 *et seq.* (“JPA Agreement”). These By-Laws are meant to be implemented in conjunction with the JPA Agreement.
  
2. **MEETINGS.** Meetings of the Board of Directors and/or such advisory or other committees as the Board may appoint, shall be governed by the provisions of the Ralph M. Brown Act (Government Code section 54950 *et seq.*). The Board of Directors shall establish a time and place for its regular meetings, which shall be held not less frequently than once per year. The annual meeting shall be held at 2:30 p.m. on the first Thursday in June of each year, or as soon thereafter as can be scheduled. This meeting shall be held at the Sacramento County Board Chambers, located at 700 H Street, Suite 1450, Sacramento, unless the Commission determines to change the location. The Commission will also schedule regular quarterly meetings on the first Thursday of the last month of the quarter (March, June, September, and December) to take place at 2:30 p.m. in the Sacramento County Board Chambers, or other time and location that can be scheduled. Each regular meeting will take place if the Executive Director, in consultation with the Commission’s Chair, deems it necessary. Directors shall receive a stipend in an amount equal to \$120.00 for attendance at all meetings of the Board of Directors. The stipend may be adjusted by the Board of Directors by resolution or ordinance.
  
3. **RIGHTS, DUTIES AND PRIVILEGES OF CHAIRPERSON AND VICE CHAIRPERSON.** The Chairperson of the Commission, or such other member as may be presiding, shall have all of the rights and privileges of a Director, and may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members.

The Chairperson shall have the following duties:

- a. To preside at all meetings of the Commission;
- b. To sign all documents of the Commission as may be required, unless, by resolution, the governing body appoints another to execute such items as may be permitted by law;
- c. To perform such other and further duties as the governing body may, from time to time, prescribe;
- d. To appoint with concurrence of the Board, as special, standing ad-hoc committee members.

The Vice Chairperson shall act as the chair in the Chairperson’s absence from a meeting.

4. **ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON.** The Board of Directors shall annually elect its Chairperson and a Vice Chairperson at the annual Board meeting held in June.
5. **VOTING.** On all matters acted upon by the Commission, the voting shall be by roll call, and the ayes, noes and members present but not voting, shall be entered into the minutes or other records of the meeting.

All actions of the Commission shall require an affirmative vote of the majority of the members and all resolutions must be in writing.

The Commission's Clerk shall prepare an action summary following each Commission meeting, which reflects the time and place of the meeting, the names of the Commissioners present, all official acts of the Commission, and the vote given by the Directors.

6. **PAYMENTS.** Not later than the first day of August of each year, the Commission shall distribute to the County and Cities who are members of the Commission the difference between: (i) the revenue required to finance the costs to be incurred in accordance with the Commission's Budget (including a reserve for contingencies) for the fiscal year commencing on the preceding first day of July for the preceding fiscal year ending June 30; and (ii) the revenues from franchise fees actually received by the Commission for the fiscal year commencing on the preceding first day of July for the preceding fiscal year ending June 30. Notwithstanding the foregoing, the Commission shall distribute to said County and Cities not later than the first day of each August not less than twenty (20%) percent of the revenue from such franchise fees.

The franchise fees shall be paid to the County and Cities who are members of the Commission in the same proportion as the ratios which the population of the unincorporated area of the County and incorporated area of the Cities bear to the total population of Sacramento County, excluding the City of Isleton, as disclosed by the most recent federal census as updated annually by the Department of Finance. Revenues from sources other than franchise fees shall be utilized and distributed as required by the source of the funds.

7. **DELEGATION OF AUTHORITY TO EXECUTIVE DIRECTOR.** The duly appointed Executive Director shall be empowered to execute all documents of the Commission which have been previously authorized by Commission Resolution.

In addition, the Executive Director is granted authority to approve and execute all contracts, and amendments related thereto, in connection with the provision of necessary consulting services or other goods and services as required to assist the Executive Director to conduct the Commission's business. The Executive Director is granted contracting authority up to \$50,000 per service or agreement; and the Executive Director may sole source such contracts and services at the Executive Director's discretion.

Contracts are to be approved as to form by Commission Counsel and any contracts or services approved by the Executive Director shall be at a minimum reported to the Chair as an update to actions taken, with a report to the full Commission Board at the next scheduled meeting.

8. **AUDITING.** At the close of each fiscal year or, if approved by the Board as provided in Government Code section 6505, every other fiscal year, the Board of Directors may contract with a certified public accountant to make an audit of the accounts and report of the Commission.

The Commission shall establish and maintain such funds and accounts as are deemed necessary to account for and report on receipts and disbursements. The Commission shall keep such additional records and accounts, which are deemed necessary to account for and report on sources of funds, expenditures, grants and programs as may be required by good accounting practices. The books and records of the Commission shall be open to inspection at all reasonable times by representatives of the member agencies. The Commission shall further ensure compliance with the auditor and treasurer requirements of Government Code sections 6505-6505.6.

9. **AMENDMENTS TO BY-LAWS.** To the extent these By-Laws are not governed by any other Ordinance or Agreement, they may be amended by a two-thirds vote of all of the Board of Directors.
10. **ROSENBERG'S RULE OF ORDER.** All rules of order not herein provided shall be determined in accordance with "Rosenberg's Rules of Order, Revised."





# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 • (916) 874-6661 • Fax: (916) 854-9666 • www.sacmetroable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

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## AGENDA ITEM NO. 3

**DATE:** September 2, 2021

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** **RESOLUTION NO. 2021-019, ADOPTING THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION EMPLOYEE HANDBOOK FOR PART-TIME REGULAR AND TEMPORARY EMPLOYEES AND RESOLUTION NO. 2021-020, RATIFYING A CHANGE TO THE OVERTIME POLICY AND THE LENGTH OF THE PROBATIONARY PERIOD FOR THE METRO CABLE PROGRAMMING COORDINATOR POSITION IN THE PERSONNEL POLICIES AND PROCEDURES MANUAL**

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### **RECOMMENDATION:**

It is recommended the Board:

- 1) Approve Resolution No. 2021-019, Adopting the Sacramento Metropolitan Cable Television Commission (SMCTC) Employee Handbook for Part-time Regular and Temporary Employees; &
- 2) Adopt Resolution No. 2021-020, Ratifying a Change to the Overtime Policy and the Length of the Probationary Period for the Metro Cable Programming Coordinator Position in the SMCTC Personnel Policies and Procedures Manual, adopted on June 3, 2021.

### **BACKGROUND/DISCUSSION:**

The SMCTC Board at its June 3, 2021 quarterly meeting adopted the **revised** SMCTC Personnel Policies & Procedures (PP&P) Manual (formerly Personnel Rules and Procedures Manual), originally adopted on April 6, 1983.

The revised PP&P Manual adopted at the June 3, 2021 meeting included numerous policies and procedures that were implemented over time, as well as updates needed to insure compliance with current state and federal laws, applicable for the Commission's full-time employees.

#### Employment Policies Applicable to Part-Time and Temporary Employees

As not all policies and procedures outlined in the revised PP&P Manual applies to SMCTC's part-time regular and temporary employees, a condensed version of the Manual – the **Employee Handbook** – has been prepared for those part-time employees.

To summarize the main differences, Part-time Regular and Temporary Employees:

- are not entitled to paid leave, except sick leave as required by law;
- are not entitled to benefits, except as required by law (such as worker's compensation benefits);
- are at-will employees and thus not subject to a probationary period or to "for cause" termination standards or processes; and
- are not entitled to paid parental leave or other leaves of absence.

Part-time Regular and Temporary employee are entitled to certain leaves as required by law (such as workers' compensation leave and pregnancy disability leave).

Updates to SMCTC Personnel Policies and Procedures Manual

During the compilation of the Employee Handbook for part-time employees, staff and Legal Counsel concurred and recommends the following edits to the PP&P Manual adopted in June, which will be applicable to full-time staff:

- The updated section pertaining to overtime pay provided that only actual "hours worked" would be counted when calculating whether an employee has reached the weekly threshold to be entitled to overtime pay. This was an unintended change from SMCTC's prior policy and practice. The prior policy counted all paid hours (including sick leave, holiday, vacation, or CTO) when determining whether the weekly threshold has been met.
- Exhibit A outlines the language in the updated Manual, which has been revised to remain consistent with that approach by providing that "Sick leave, vacation, holidays, or any other form of paid time off, shall be considered as time worked for purposes of overtime compensation."
- The length of the probationary period for all SMCTC full-time employees is set forth in Section 4 of the Manual. The length of the probationary period applicable to the Programming Coordinator position has now been changed from 6 months to one year, due to the specialized programming skills necessary to perform the duties of that position; and to match the probationary period consistent with other Commission positions that require specialized skillsets (Exhibit B).

**RECOMMENDATION:**

It is recommended the Board:

- 1) Approve Resolution No. 2021-019, Adopting the SMCTC Employee Handbook for Part-time Regular and Temporary Employees;
- 2) Direct staff to disseminate the Handbook to all part-time regular and temporary employees;
- 3) Adopt Resolution No. 2021-020, Ratifying a Change to the Overtime Policy and the Length of the Probationary Period for the Metro Cable Programming Coordinator Position in the PP&P Manual.

Respectfully submitted,

**Robert A. Davison** Digitally signed by Robert A.  
Davison  
Date: 2021.08.27 17:27:26 -07'00'

**Agenda Item No. 3**

**Resolution No. 2021-019 & Resolution No. 2021-020**

**Page 3**

Attachments:

- Resolution No. 2021-019, Approving the SMCTC Employee Handbook for Part-time Regular and Temporary Employees
- SMCTC Employee Handbook for Part-time Regular and Temporary Employees
- Resolution No. 2021-020, Ratifying a Change to the Overtime Policy and the Length of the Probationary Period for the Metro Cable Programming Coordinator Position in the SMCTC PP&P Manual
- Exhibits A & B

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**RESOLUTION NO. 2021-019**

**A RESOLUTION APPROVING THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION  
EMPLOYEE HANDBOOK FOR PART-TIME REGULAR AND TEMPORARY EMPLOYEES**

**WHEREAS**, the Sacramento Metropolitan Cable Television Commission (“Commission”) previously adopted the Sacramento Metropolitan Cable Television Commission Personnel Rules and Procedures on April 6, 1983;

**WHEREAS**, over time since 1983, the Commission has adopted and implemented numerous employment related policies and procedures;

**WHEREAS**, it was also necessary to amend those Personnel Rules and Procedures, which was renamed “Personnel Policies and Procedures Manual,” to comply with current law and to formalize or clarify certain of the Commission’s established employment-related practices for the Commission’s full-time employees;

**WHEREAS**, the renamed “Personnel Policies and Procedures Manual” was approved by the Commission Board at its June 3, 2021 Board meeting; and

**WHEREAS**, not all policies and procedures in the revised Manual apply to the Commission’s part-time employees.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sacramento Metropolitan Cable Television Commission as follows:

**SECTION 1.** The Commission hereby adopts the Employee Handbook for Part-time Regular and Temporary Employees, effective September 2, 2021.

**SECTION 2.** The Board hereby authorizes the Executive Director, or his or her designee, to make any amendments or additions to the Manual that are necessary in order to ensure timely compliance with legal obligations, subject to subsequent ratification by the Board.

**SECTION 3.** The Board hereby authorizes the Executive Director, or his or her designee, to take whatever actions are needed in order to implement the Manual retro-effective September 1, 2021.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 2<sup>nd</sup> day of September 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

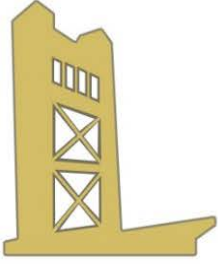
ABSENT:

**APPROVED:**

\_\_\_\_\_  
Chair of the Board

**ATTEST:**

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



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ [www.sacmetroable.tv](http://www.sacmetroable.tv)

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A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

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## **EMPLOYEE HANDBOOK (PART-TIME AND TEMPORARY EMPLOYEES)**

(Adopted \_\_[INSERT DATE]\_\_)

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**SECTION 1  
GENERAL PROVISIONS**

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**1.1 INTRODUCTION AND PURPOSE**

As an employee of the Sacramento Metropolitan Cable Television Commission (“SMCTC”), we hope you will find your employment to be both rewarding and challenging. Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of SMCTC. This Employee Handbook (for Part-time Regular and Temporary Employees) (“Handbook”) is intended to set forth the general practices and procedures that are to be followed by SMCTC in the administration of its personnel.

**1.2 APPLICATION**

The policies in this Handbook apply to part-time and temporary employees of SMCTC as well as to interns and, where indicated, to volunteers.

**1.3 RIGHT TO MODIFY**

SMCTC reserves the right to modify or delete any of these policies when, in the opinion of its management and/or the Board of Directors, it becomes advisable to do so. Announcement of changes will be made in writing to affected employees through standard communication channels (for example, during employee meetings, in inter-office memoranda, and/or via other Manager communications). No oral statements or representations can in any way change or alter the provisions of this Handbook.

**1.4 PERSONNEL ACTIONS AND EXECUTIVE DIRECTOR AUTHORITY**

This Handbook cannot address all issues that may arise in overseeing and providing direction to SMCTC personnel. The need may arise from time to time for additional clarification, interpretation, or extension of the policies in this Handbook to particular factual settings. The Executive Director (or his or her designee) has the authority to:

- oversee and direct SMCTC employees;
- make and implement employment decisions (including those related to recruitment and hiring, performance management, training, discipline, and termination);
- interpret, apply, and administer employment policies;
- review and respond to employee requests and inquiries; and
- prepare and recommend revisions to these policies.

The Board will consider and adopt (or ratify) any amendments or changes to this Handbook. Where necessary to ensure legal compliance and for operational guidance and business continuity, the

Executive Director has the authority to adopt changes to this Handbook (including amending, deleting, and adding policies) subject to subsequent Board ratification.

## SECTION 2 HIRING PROCESS

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### 2.1 RECRUITMENT

When employment vacancies occur, SMCTC will conduct an appropriate recruitment process. The specific process(es) used will vary depending on the type of position and the needs of SMCTC. Recruitment efforts may include internet postings, usage of applicant search tools, and/or media advertisements. In appropriate instances, SMCTC may decide to conduct an internal recruitment before seeking outside applicants or may rely on a prior recruitment. In all cases, the exact methods used are subject to the Executive Director's and/or the HR Manager's discretion.

### 2.2 QUALIFICATIONS AND SCREENING OF APPLICANTS

SMCTC will make all hiring decisions based on merit. When evaluating candidates, SMCTC will consider all relevant factors, including the candidate's knowledge, skills, abilities, qualifications, education, and experience. The specific evaluation methods used will vary, depending on the position, but can include:

- A. Information the candidate supplies on an application form.
- B. Written, performance, or physical tests or examinations, or any combination of these.
- C. Individual and/or panel interviews.
- D. Information supplied by references and previous employers.
- E. Other job-related screening techniques as may be necessary.

If any candidate provides false information or otherwise exhibits any type of dishonesty in the hiring process, the candidate will not be further considered. In addition, if it is discovered that any employee falsified any information in connection with the hiring process, that employee will be subject to disciplinary action, up to and including termination of employment regardless of when that information is discovered.

**SECTION 3**  
**CONDITIONS OF EMPLOYMENT**

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**3.1 EQUAL EMPLOYMENT OPPORTUNITY**

SMCTC has a commitment to provide equal employment opportunity to all personnel in matters affecting employment, including, but not limited to, recruitment, compensation, benefits, promotions, training, discipline, transfer, and layoff. It is the policy of SMCTC that there shall be no discrimination based upon race (including traits historically associated with race, such as hair texture and hairstyles like braids, locks, and twists), color, religion, national origin, ancestry, mental or physical disability, medical condition, sexual orientation, genetic characteristics, gender, gender identity, gender expression, age, military or veteran status, marital status, or any other characteristic protected by applicable law.

If you have any questions regarding this policy or if you have any concerns about workplace discrimination, please let the Executive Director know immediately. A complaint procedure is also addressed in SMCTC's Anti-Harassment and Anti-Discrimination Policy (see Section 9.1 below) which you should use to address any instances of workplace harassment or discrimination. SMCTC will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of unlawful discrimination will be subject to appropriate disciplinary action, up to and including termination of employment.

**3.2 DISABILITY ACCOMMODATION AND FITNESS FOR DUTY**

- A. **Reasonable Accommodations.** SMCTC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. If you feel you need a workplace accommodation due to a physical or mental disability, notify the Executive Director and/or the HR Manager/Administrative Services Officer III ("HR Manager"). You may be required to provide medical certification regarding your disability and need for accommodation. All medical information is kept in a confidential medical file and shared only on a need-to-know basis. While SMCTC welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, SMCTC will make the final decision as to what, if any, reasonable accommodation to provide.
- B. **Fitness for Duty.** Continued employment with SMCTC is conditioned on an employee being fit and able to perform the duties specified in the applicable job description. SMCTC may require an employee to submit to a medical examination and obtain a fitness for duty certification if SMCTC has a reasonable belief, based on objective evidence, that the employee's ability to perform essential job functions is impaired by a medical condition, or that the employee will pose a direct threat due to a medical condition. Any fitness for duty examination will be job-related and consistent with business necessity. If the examination finds the employee to be in an unfit condition to perform the position duties, SMCTC will commence an interactive process with the employee to ascertain whether the employee is eligible for any reasonable accommodations.

### 3.3 LACTATION ACCOMMODATION

SMCTC is committed to providing lactation accommodation in compliance with the law.

- A. **Reasonable Break Time.** SMCTC shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has the need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with any rest time authorized for the employee shall be unpaid, unless the employee wants to use available sick leave or vacation. Employees must notify their supervisor or other appropriate personnel in writing of their intent to make use of the lactation accommodations offered within this policy. At management discretion, beginning or ending work times may be adjusted to accommodate these breaks.
- B. **Appropriate Private Location.** Unless an exemption is applicable, SMCTC shall provide an employee with the use of a room or other location for the employee to express milk in private. The location may be the place where the nursing mother normally works if there is adequate privacy and the location otherwise suits the requirements of the law (e.g., the employee's private office, a supervisor's private office, or a conference room that can be secured).

A lactation room shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. A lactation room or location shall comply with all of the following requirements:

1. Be safe, clean, and free of hazardous materials.
2. Contain a surface to place a breast pump and personal items.
3. Contain a place to sit.
4. Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump.

A sink with running water and a refrigerator suitable for storing milk (or another cooling device) shall be made available in close proximity to the employee's workplace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

For non-traditional worksites and any required travel, the employee and the supervisor or SMCTC's HR Manager should enter into a good faith interactive process to identify reasonable accommodations.

- C. **Lactation Accommodation Request Procedure.** An employee who has a need for lactation accommodation should inform her supervisor or the SMCTC's HR Manager and discuss any relevant workload or scheduling issues. The employee should also complete the Lactation Accommodation request form.

Supervisors who receive a lactation accommodation request shall, in consultation with the HR Manager, do the following:

1. Review available space and prepare to provide appropriate nearby space and break time.
  2. Contact the Executive Director for assistance if they are unable to locate appropriate space to meet an employee's request.
  3. Respond to the employee's request in writing detailing accommodations that will be made.
- D. **Reporting and Addressing Non-Compliance or Inappropriate Treatment.** It is prohibited under this policy to discharge, discriminate, or retaliate against an employee for exercising or attempting to exercise their right to lactation accommodation. Any incident of such will be appropriately and promptly addressed by SMCTC. Nursing mothers who feel they have been denied appropriate accommodation are encouraged to contact the HR Manager. Appropriate internal investigations will be conducted.

#### 3-4 DRIVING RECORD AND PRIVILEGES

All employees who are required to drive (whether their own vehicle or a SMCTC/County van or vehicle) in connection with their job duties are required to maintain an acceptable driving record.

- A. **Insurance Requirement.** Employees required to drive on SMCTC business must first provide proof of a current valid driver's license and current effective insurance coverage. It is the employee's responsibility to maintain the level of insurance required by California whenever driving in connection with work assignments. Employees are required to submit up-to-date insurance documents upon renewal and/or change of insurance coverage.
- B. **DMV Employer Pull Notice Program.** SMCTC requires all employees who are required to drive as part of their job duties to participate in the California Department of Motor Vehicles Employer Pull Notice Program. This Program provides SMCTC with a means of promoting driver safety through the ongoing review of driver records. Through an agreement with SMCTC and the DMV, the DMV notifies SMCTC if there is any activity on an employee's driving record that limits or prevents him/her from operating a motor vehicle. This is intended to promote motor vehicle safety and ensure that SMCTC receives information bearing on employee driving privileges (including convictions for driving-related offenses, accidents, suspensions, and revocations).
- C. **Prompt Notice of Accidents.** Any accidents or traffic violations must be reported to your supervisor immediately if they occur during your working hours and in the course of your duties. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. You will be responsible for any tickets you receive while driving on SMCTC business whether in a SMCTC/County van or vehicle or your own personal vehicle.

### 3.5 DRUG FREE WORKPLACE AND TESTING

SMCTC maintains a workplace free of drugs and alcohol and discourages drug and alcohol abuse by its employees. SMCTC has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at SMCTC. Employees who are under the influence of a drug or alcohol on the job compromise SMCTC's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including excessive absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its property, equipment, and operations, SMCTC has established a policy concerning the use of alcohol and drugs and, in some circumstances, will conduct drug testing of employees. As a condition of continued employment with SMCTC, each employee must abide by this policy. All employees are expected to read and abide by this policy in the course of their employment with SMCTC. It is SMCTC's intent to promote a safe, healthy, and productive work environment for employees. SMCTC recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. SMCTC also recognizes that employees who work while impaired endanger the health and safety of their co-workers and members of the public. It is the objective of SMCTC to have a workforce that is free from the influence of illegal substances and alcohol during work hours and at all times on the premises of SMCTC.

A. **Purpose of this Policy.** The purposes of this policy are:

- (1) to establish and maintain a safe, healthy working environment for all employees;
- (2) to ensure the safety and health of all SMCTC employees, customers, and members of the public with whom SMCTC employees interact;
- (3) to ensure the sound reputation of SMCTC and its employees within the community and industry;
- (4) to reduce the number of injuries to persons or property; and
- (5) to reduce absenteeism and tardiness and to improve productivity.

B. **Testing/Policy Requirements.** As an employee of SMCTC, you will be required to submit to alcohol/drug testing in accordance with the items of this policy. The following rules represent SMCTC's policy concerning substance abuse:

- (1) The unlawful possession, manufacture, distribution, dispensation, or use of any illegal substance is inconsistent with SMCTC's objective of operating in a safe and efficient manner and is strictly prohibited. Accordingly, no employee shall engage in the unlawful possession, manufacture, distribution, dispensation, or use of any illegal substance during working hours or at any time on the premises of SMCTC. No employee shall report to work or continue to work while under the influence of any drug whose manufacture, sale, dispensation, distribution, use or possession is unlawful. Similarly, no employee shall use or have in his or her possession on the

premises of SMCTC any prescription medication other than medications currently prescribed by a physician for the employee. For purposes of this Policy, the terms “drug” and “illegal substance” include any substance that is defined as illegal under either California or federal law. Because marijuana is defined as illegal under federal law, it is treated as a drug and illegal substance under this Policy.

- (2) Employees taking physician-prescribed medications which impair their job performance should not report to work. An employee who is using prescription or over-the-counter drugs that may impair the employee’s ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.
- (3) The use of alcoholic beverages by employees engaged in the operation or maintenance of SMCTC’s equipment and/or facilities is inconsistent with the objective of operating in a safe and efficient manner. Accordingly, no employee shall use or possess alcoholic beverages on SMCTC’s premises or during working hours. No employee shall report to work or continue to work under the influence of alcoholic beverages. The consumption of alcohol at SMCTC sponsored events does not violate this policy, though employees are expected to behave responsibly.
- (4) Desks and storage areas are the property of SMCTC and must be maintained according to SMCTC’s standards. All such areas must be kept clean and are to be used only for work-related purposes. SMCTC reserves the right, at all times and without further notice, to conduct searches and inspections of any or all employee work areas and other SMCTC property for the purposes of determining if this Policy has been violated.

All vehicles and containers, including bags, boxes, purses, backpacks, briefcases, and lunch containers brought onto SMCTC’s premises are subject to inspection at any time an authorized representative of SMCTC has a reasonable suspicion that a SMCTC rule, policy, or regulation has been violated and such an inspection is reasonably necessary in the investigation of such violation(s). Such inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the employee. Inspections will be done in a private area, and will be conducted by a member of the same sex. An employee who refuses to consent to such an inspection may be subject to disciplinary action up to and including termination.

- (5) As a condition of continued employment, employees must abide by this and all other policies in these Personnel Policies. As a further condition of continued employment, any employee who is convicted of a violation of any criminal drug statute related to the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace must inform SMCTC no later than five (5) days after such conviction (this requirement does not apply to convictions of misdemeanor marijuana offenses). Any employee who is so convicted shall be subject to disciplinary action, up to and including, but not limited to, termination of employment. SMCTC in its sole discretion may require an employee who is convicted of any offense set forth above to satisfactorily participate and complete a drug use/abuse assistance or rehabilitation program as a condition of continued employment with SMCTC.



C. **Authorized and Unauthorized Conduct.** SMCTC adheres to the following:

- (1) Customary Use of Over-the-Counter Drugs. Nothing in this policy is intended to prohibit the customary and ordinary purchase, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.
- (2) Off-the-Job Conduct. This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or legal drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy. Employees can be subject to drug testing as described below.

D. **Drug Testing.** SMCTC will conduct drug testing of employees under the following circumstances:

- (1) Pre-employment. All initial offers of employment for positions with SMCTC will be made contingent upon satisfactory completion by the applicant of a pre-employment drug and alcohol screen (bodily fluid testing). Positive test results shall not bar reapplication at a later time. If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.
- (2) For Cause Testing. If SMCTC has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol, or (2) has used drugs or alcohol on SMCTC's premises or during working time, or (3) is under the influence of drugs or alcohol during working time, the employee may be directed to undergo drug and/or alcohol testing at an independent licensed laboratory to determine whether a violation of this policy has occurred.

"Reasonable suspicion" includes: a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other reliable surrounding circumstances.

"Reasonable suspicion" may be based upon: evidence of illegal substances or alcohol on or about the employee's person or in the employee's immediate vicinity; a pattern of unusual conduct or erratic behavior on the employee's part that suggests impairment or influence of illegal substances or alcohol; any physical circumstances that suggest impairment or influence of illegal substances or alcohol; arrest or conviction of a drug-related offense or the identification of the employee as the focus of a criminal investigation involving illegal substances; information provided by a reliable and credible source that the employee is under the influence of illegal substance or alcohol; evidence that the employee has tampered with a previous drug test.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

- (3) **Post-accident.** Any employee involved in a serious on-the-job accident or injury resulting in personal injury or property damage that appears likely to exceed \$2,500 may be required to submit to an alcohol/drug test, as part of an investigation to determine the root cause of the incident. “Involved in an on-the-job accident or injury” means not only the one who was injured, but also any employee who potentially contributed to the accident or injury in any way.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

- E. **Manner of Testing.** SMCTC will refer the applicant or employee to an independent National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. SMCTC will pay the cost of the test. When an employee is directed to undergo drug/alcohol testing because SMCTC possesses reasonable suspicion that the employee is intoxicated or under the influence of drugs or alcohol, the employee shall be transported to the laboratory by a designated SMCTC employee or designated transportation provider. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II (enzyme multiplied immunoassay technique). Positive results will be confirmed by appropriate diagnostic testing.

The clinic or laboratory will inform SMCTC as to whether the applicant or employee passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this policy and will be subject to discipline accordingly.

Refusal to cooperate fully in drug and/or alcohol testing procedures under the circumstances described above may constitute insubordination and may result in disciplinary action, up to and including termination.

If SMCTC directs an employee to undergo drug or alcohol testing based upon a reasonable suspicion, the employee will be placed on administrative leave from the time of the initial testing until test results are received and reviewed by SMCTC. Employees subject to “for cause” disciplinary action will be placed on paid administrative leave, whereas all others will be placed on unpaid administrative leave.

Any employee whose test results are positive for the presence of any of the specified substances will be given a reasonable opportunity to explain or present exculpatory evidence before any permanent disciplinary action is taken.

- F. **Counseling/Employee Assistance.** Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Executive Director, who will determine whether SMCTC can accommodate the employee by providing leave for the time necessary to complete participation in the program. SMCTC abides by all applicable laws and regulations regarding providing leaves of absence to employees who are addicted to drugs. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from

disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance. The time to request assistance is before any misconduct or violation of policy occurs, as SMCTC is not obligated to overlook or ignore any policy violations.

- G. **Accommodations.** Nothing in this Policy is intended to diminish SMCTC's commitment to employ and reasonably accommodate qualified disabled individuals. SMCTC will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions without reasonable accommodation. In addition, SMCTC will provide a leave of absence to eligible employees who wish to seek treatment for drug and alcohol dependency.

To this end, employees desiring such assistance should request a treatment or rehabilitation leave. SMCTC is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of current drug or alcohol use, nor is SMCTC obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. SMCTC is not obligated to accommodate current usage of illegal drugs or alcohol.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect SMCTC's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Violation of the above standards of conduct will not be tolerated. An employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation. Where appropriate, SMCTC also may bring the matter to the attention of appropriate law enforcement authorities.

### 3.6 EMPLOYMENT OF RELATIVES AND DISCLOSURE OF PERSONAL RELATIONSHIPS

SMCTC desires to avoid misunderstandings, complaints of favoritism or lack of objectivity, claims of sexual harassment, and the morale and dissension problems that potentially result from romantic or other non-work-related relationships between employees. In order to implement these objectives, SMCTC abides by the following requirements:

- A. **Limitation on Hiring Family Members.** SMCTC discourages the employment of relatives within the same department. An employee will not be allowed to work in a position that would result in he/she directly or indirectly supervising or reporting to a Family Member (defined below). Additionally, SMCTC may prohibit reporting relationships between employees who are romantically involved with one another. A reporting relationship exists between two employees if one employee is within another employee's chain of command and is directly or indirectly supervised by the other. SMCTC will disqualify any applicant for employment or transfer where the result of that hiring or transfer would put an employee in

direct supervision of (or under the direct supervision of) a Family Member or otherwise create a security, safety, or morale problem for SMCTC

For purposes of this Policy only, Family Member includes parent, child, grandparent, grandchild, uncle, aunt, niece, nephew, cousin, sibling, spouse, domestic partner, cohabitants, or in-law relations (whether arising from a spouse or domestic partner relationship). Family Member is intended to encompass all family-like relationships regardless of blood or legal relationship.

- B. **Disclosure Requirement.** Employees are required to immediately notify the Executive Director of any relationship (either a familial or a romantic relationship) that potentially falls under this policy. If, in SMCTC's opinion, any of the potential problems noted above cannot be avoided in a reasonable manner, SMCTC may take any action that SMCTC deems appropriate to appropriately address the situation.

### 3.7 PERSONNEL RECORDS

The official confidential personnel file will be maintained by SMCTC for each individual employed. Employees may review their files at a mutually agreeable time in SMCTC's office during regular business hours.

### 3.8 BUSINESS CONTINUITY

In the event of a pandemic, natural disaster, or other event affecting SMCTC operations, SMCTC may make appropriate modifications to the work environment, employees' assigned duties, and the method of job performance. In such circumstances, SMCTC may allow for special remote work arrangements or make other adjustments (including, but not limited to, allowing children in the workplace) as a temporary alternative to ensure SMCTC's business continuity. This arrangement in no way changes the terms and conditions of employment with SMCTC or the essential functions of an employee's position.

**SECTION 4**  
**PERFORMANCE APPRAISAL SYSTEM**

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**4.1 PERFORMANCE REVIEWS**

All supervisors/managers shall conduct performance reviews for each employee supervised by that supervisor/manager. The evaluation shall be in writing and presented to and discussed with the employee. The purpose of evaluations is to provide constructive and meaningful feedback for employees. As a result, evaluations shall provide recognition for effective performance and also identify areas that need improvement. Employees are expected to provide their own input on their evaluations by completing a self-evaluation. Employees can also provide responding comments after receiving their evaluations. Employees are encouraged and expected to take an active role in their development and in the performance evaluation process.

**4.2 TIMING OF PERFORMANCE EVALUATIONS**

At-will employees are subject to annual performance evaluations.

- All Production Assistants are at-will employees and will be reviewed after six months of employment, at or around one year of employment, and, thereafter, annually on or around the anniversary of their employment.
- All temporary employees are at-will employees and will be reviewed annually.
- All other workers (including interns and volunteers) will be reviewed annually or in accordance with another periodic review schedule deemed appropriate by their supervisor and the Executive Director of Human Resources Manager.

**4.3 STEP INCREASES**

A. **Eligibility.** Employees who have not yet reached the highest step in their pay range may be eligible for a step increase in connection with their performance evaluation. Employees are not automatically entitled to a step increase. All decisions about step increases are subject to the supervisor's sole discretion and approval, with the concurrence of the HR Manager and Executive Director.

The decision of whether to award a pay increase is based on merit, satisfactory performance, budgetary limitations, and any other relevant considerations. If a step increase is determined appropriate, a confirming memo shall be provided. In appropriate circumstances, employees can be provided with a step increase consisting of more than one step, based on the supervisor's recommendation and with the Executive Director's approval.

B. **Timing.** An employee is eligible for and can be considered for their first step increase with their first performance evaluation. Thereafter, the employee will be considered for a step increase on each evaluation thereafter. If a step increase is granted, it will be made effective as of the date the employee was due for a performance evaluation.

**SECTION 5**  
**HOURS OF WORK AND COMPENSATION**

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**5.1 EMPLOYMENT STATUS**

SMCTC has the following types of positions, subject to this Handbook:

- A. **Part-Time At-Will (Production Assistants).** A position in which the employee is hired on a part-time, at-will basis to work as a Production Assistant. This position is not subject to a probationary period and is terminable at-will.
- B. **Temporary.** A position where the employee is hired on a temporary basis (either directly or through a staffing agency) with no guarantee or expectation of a continued assignment. These employees are typically hired to perform a particular project or to fulfill a temporary need arising out of the unavailability of regular personnel. Temporary employees will not work in excess of 1,040 hours during each fiscal year and are terminable at will.
- C. **Student Intern.** A position occupied by a continuing student on a temporary and limited term basis.
- D. **Volunteer.** An individual who volunteers services to SMCTC for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered.

**5.2 HOURS OF WORK AND WORK SCHEDULES**

Production Assistants are assigned work hours on an as-needed basis in accordance with the Metro Cable production schedule. Production Assistants are not guaranteed any minimum number of hours each week or month, and assigned hours may vary based on Metro Cable and SMCTC needs. Other workers (including temporary staff, interns, and volunteers) are assigned work hours on an as-needed basis, based on Metro Cable and SMCTC business needs.

**5.3 PAY PERIODS AND PAYDAYS**

The wages of all SMCTC employees shall be paid semi-monthly. In the event a payday falls on a weekend or one of the holidays listed, the immediately preceding working day shall become the payday. Upon request, SMCTC employees can be paid via direct deposit into a personal bank account.

**5.4 WORKWEEK**

The workweek begins on Sunday at 12:01am and ends the following Saturday at midnight.

**5.5 MEAL PERIODS AND REST BREAKS**

- A. **Meal Periods.** Employees who work more than five hours are provided with one hour for lunch each day, to be taken approximately in the middle of the workday. When feasible, an employee may be granted permission by the employee's supervisor to reduce the lunch break

to not less than 30 minutes. Employees are expected to observe assigned working hours and the time allowed for meal periods. Shorter lunch breaks are not available merely for the purposes of providing a shorter workday. Meal periods, if taken, are unpaid and must be reflected on the employee's timecard; employees are relieved of all responsibility and can use the time as the employee chooses, as long as the employee returns to the worksite at the conclusion of the meal period.

- B. **Rest Breaks.** Employees are also entitled to a mid-shift break of fifteen (15) minutes. If working a full day, Employees are entitled to a morning break of fifteen (15) minutes and a mid-afternoon break of fifteen (15) minutes. Time allocated to breaks may not be accumulated or used to come in late, leave early, or add to a meal period.

## 5.6 COMPENSATION

- A. **Rates of Pay.** Each employee shall be paid a rate of pay within the pay range for the position for which the individual is employed. All newly appointed employees shall be paid at the first step of the salary range for the position to which the introductory employee is appointed except as provided elsewhere herein.
- B. **Entrance Salary.** An employee shall be appointed at the minimum step for the pay range unless the HR Manager determines the necessity to make an appointment at a higher step. Consideration may be given to the qualifications of the candidate, availability of applicants, and the resulting relationship with other similar positions.
- C. **Promotion.** An employee who is promoted shall be placed at the step of the salary range that results in the employee receiving a pay increase of at least five percent (5%). In no event, however, shall the employee be provided a salary that exceeds the maximum step of the new salary range.
- D. **Reclassification.** An employee whose position is reclassified to a higher class will receive a pay increase of at least five percent (5%) provided that such employee shall be placed at the lowest qualifying step and no more than the maximum step of the higher classification. A reclassified employee will not be placed on probation. When an employee's position is reclassified to a lower classification, the employee's salary shall remain unchanged. If the salary is above the maximum step of the lower classification, the employee's salary shall be Y-rated and no further salary increases shall be granted until such time as the current salary falls within the range of the new classification.
- E. **Transfer.** When an employee is transferred from one position to a comparable position, the employee's salary shall remain the same.
- F. **Demotion.** When an employee is demoted (whether voluntarily or involuntarily), the employee shall be paid in accordance with the established compensation/pay ranges for the new position. The Executive Director, with input from the employee's supervisor and the HR Manager, will determine the employee's appropriate step in the demoted position.

## 5.7 OVERTIME

- A. **Overtime Generally.** Non-exempt employees who work in excess of forty (40) hours per week shall be compensated for such overtime at time and one-half (unless the employee elects to receive compensatory time off). Sick leave, vacation, holidays, or any other form of paid time off, shall be considered as time worked for purposes of overtime compensation. Exempt management employees shall not be entitled to overtime compensation, and any hours worked beyond normal working hours shall be considered part of the duties and responsibilities of the position.
- B. **Approval Required.** Before working overtime, employees must first obtain supervisor approval. In certain instances, with advance supervisor approval, an employee's assigned work hours may be adjusted within one workweek to minimize or avoid the necessity for overtime (such as where an employee, with supervisor approval, works in excess of assigned hours on one particular day).

## 5.8 TRAVEL/MILEAGE REIMBURSEMENT

Production Assistant meeting coverage. Production Assistants are hired and assigned to cover televised meetings at various locations within the Sacramento area. These Sacramento area locations, where the Production Assistants report at the commencement of a shift, are considered within the scope of reasonable commuting distance. When a Production Assistant is assigned to cover a meeting in Galt or Folsom, the Production Assistant will be provided with one extra hour of pay for each day on which the Production Assistant travels to one of those locations, to compensate for the additional distance in both time and mileage. If a Production Assistant is assigned to report to a second location during the same workday, the Production Assistant will be paid for travel time and mileage to the second location (but not for the commute home at the end of the workday).

## 5.9 TERMINATION PAY

Termination checks with final wages shall be disbursed on a regularly scheduled semi-monthly payday unless otherwise approved by the Executive Director.



**SECTION 6**  
**HOLIDAYS, SICK LEAVE AND OTHER PAID TIME OFF**

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**6.1 BENEFITS AND INSURANCE COVERAGE**

- A. **Disability Insurance.** Each employee contributes to State Disability Insurance (SDI) through payroll deduction. If you have sustained a non-work-related illness or injury, you may be eligible for state disability insurance benefits. Eligibility and benefit amounts are determined by the State of California. Where appropriate, SMCTC integrates SDI with available sick leave. See the HR Manager for more information.
- B. **Workers' Compensation.** You are protected by SMCTC's workers' compensation insurance policy while employed by and working for SMCTC. The policy provides benefits to eligible employees in case of occupational injury or illness while working for SMCTC.

**6.2 HOLIDAYS**

- A. **Eligible Employees.** All regular and limited-term full-time employees are eligible for holiday pay. Part-time employees are not eligible for holiday pay. If part-time employees work on a recognized holiday, the part-time employees will receive pay at the rate of time and one-half.
- B. **Observed Holidays.** SMCTC observes the following holidays. SMCTC reserves the right to decide on which working days the holidays will be observed.

New Year's Day
Martin Luther King, Jr. Day
Abraham Lincoln's Birthday
George Washington's Birthday
Cesar E. Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas
New Year's Day
In addition to the holidays listed above, each full-time employee shall be allowed four hours off work with pay on the last working day before Christmas or the last working day before New Year's Day.

### 6.3 PAID SICK LEAVE – FOR TEMPORARY AND PART-TIME EMPLOYEES

In accordance with applicable law, SMCTC provides paid sick leave to part-time and other employees who do not qualify for regular sick leave. The purpose of this policy is to comply with the Healthy Workplaces and Healthy Families Act of 2014.

- A. **Eligibility.** All SMCTC employees covered by this policy who have worked thirty (30) or more days in California within a year from the beginning of their employment are eligible to earn paid sick leave in accordance with the terms of this policy. After ninety (90) days of employment, eligible employees may begin using paid sick leave under this policy.
- B. **Leave Entitlement.** At the beginning of each calendar year, eligible employees will receive 24 hours of paid sick leave. If an employee commences work for SMCTC mid-year, the employee will be credited with 24 hours of paid sick leave after working for 30 days (but must be employed for 90 days before being eligible to use any sick leave).
- C. **Reasons for Leave.** Leave under this policy may be used in connection with the diagnosis, care or treatment for an existing health condition or preventive care for the employee or the employee’s immediate family member. “Family member” for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents, and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault, or stalking, in order to obtain medical care or seek other assistance.
- D. **Unused Leave Time.** At the end of each calendar year, unused sick leave will be removed from the employee’s sick leave bank. All eligible employees will be credited with 24 hours of available paid sick leave at the commencement of the next calendar year. Any unused sick leave is not paid out on separation of employment.
- E. **Leave Time Increments.** A minimum of two (2) hours sick leave must be taken on each occasion, and is tracked in increments of one-quarter of an hour.
- F. **Procedure for Requesting and Using Leave Time.** Employees taking sick leave under this policy should advise their immediate supervisor of the need for leave and provide as much advance notice of upcoming leave as possible.
- G. **Tracking Leave Time Available.** SMCTC will track leave and will provide documentation reflecting the current amount of accrued paid sick leave available.

**SECTION 7  
LEAVES OF ABSENCE**

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**7.1 PREGNANCY RELATED LEAVE AND TRANSFER PRIVILEGES**

**A. Eligibility for Leave.**

- (1) SMCTC provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions.
- (2) Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the alternate position.

**B. Procedures for Requesting Leave.**

- (1) An employee should make requests for pregnancy disability leave to her supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.
- (2) A health care provider's statement must be submitted verifying the need for pregnancy disability leave and stating:
  - (a) The date on which the employee became disabled due to pregnancy, childbirth or related medical condition, or the date on which the need for a transfer became medically advisable;
  - (b) The probable duration of the period or periods of disability or the need for transfer; and
  - (c) A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.
- (3) Re-certification may be required if the employee requests an extension beyond the original certification.
- (4) Any changes in this information contained in the health care provider's statement should be promptly reported to the HR Manager.

**C. Length of Leave.**

- (1) Full-time employees are normally granted unpaid leave for the period of the disability, up to a maximum of four months (or 17 1/3 weeks). Part-time employees are granted unpaid leave on a pro-rata basis.

- (2) Pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is 0.25 of an hour. SMCTC may transfer the employee to an alternate position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternate position.

**D. Compensation and Benefits During Leave.**

- (1) During pregnancy leave, an employee may be eligible for wage replacement benefits in the form of state disability insurance (SDI). SDI benefits are administered by the California Employment Development Department (EDD) and are funded by way of payroll deduction. More information is available on EDD's website at [www.edd.ca.gov](http://www.edd.ca.gov).
- (2) During the unpaid portion of leave, an employee taking pregnancy leave must substitute all accrued sick leave before continuing on an unpaid basis. (While an employee receives SDI benefits, she can choose whether to supplement those benefits with accrued sick leave.) After exhausting available sick leave, the employee will continue leave on an unpaid basis. Substituted paid leave time will be counted toward the 17 1/3 week entitlement.
- (3) SMCTC integrates all available paid time off with SDI benefits (meaning that an employee can use a portion of available paid time off during any time the employee is receiving SDI benefits). This integration is intended to allow an employee to use available paid time off on a pro rata basis while receiving SDI in order to receive full compensation for a period of time. At no time while an employee is on pregnancy disability leave should an employee receive more than 100% of her normal compensation.
- (4) Employees on unpaid leave will not continue to accrue sick leave, unless otherwise required by applicable law. For any time an employee is using a pro rata portion of accrued leave to integrate benefits with SDI, the employee will continue to accrue further paid leave benefits on a pro rata basis.
- (5) SMCTC will allow the employee to continue participating, as required by law, in any group health and welfare benefit plans in which the employee was enrolled before the first day of the leave (for up to a maximum of 17 1/3 work weeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of the pregnancy disability leave.

**E. Return to Work.**

- (1) So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave must provide the HR Manager with at least two weeks' advance notice of the date she intends to return to work.

- (2) When a pregnancy disability leave ends, an employee will be reinstated to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of pregnancy disability leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.
- (3) An employee returning from pregnancy disability leave must submit a health care provider's verification of his/her fitness to return to work.
- (4) If an employee fails to report to work promptly at the end of the pregnancy disability leave, SMCTC will assume that the employee has resigned.

## 7.2 FAMILY AND MEDICAL LEAVE

SMCTC provides eligible employees with family medical leave ("Family and Medical Leave") under the California Family Rights Act ("CFRA").

- A. **Reasons for Leave.** Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of this policy, a "serious health condition" does not include pregnancy or any related medical condition.
- B. **Eligibility.** To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with SMCTC and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.
- C. **Duration.** Employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. SMCTC uses a "rolling" 12-month period to determine an employee's eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter of an hour (0.25).

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the birth, adoption, or foster care placement of a child is two weeks, except that SMCTC shall grant a request for CFRA leave of less than two weeks on any

two occasions during the one year period following the birth or placement of the child with the employee.

- D. **Procedures.** Please contact the HR Manager as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of SMCTC operations. Actual scheduling is, however, subject to the approval of the patient's health care provider.

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

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition; and
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

SMCTC will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- iv. confirmation that the serious health condition warrants the participation of the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

E. **Compensation.**

- (1) While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, PFL, and/or workers' compensation benefits), the employee is not required to use accrued sick leave in connection with his or her Family and Medical

Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued sick leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued sick leave, SMCTC will integrate benefits with paid leave.

- (2) While on otherwise unpaid leave. If an employee is on Family and Medical Leave for his or her own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available sick leave and vacation during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on Family and Medical Leave to care for a family member or bond with a new baby (and is not receiving paid parental leave), the employee, at the employee's choice, may use available sick leave.

Once all sick leave is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

During any period of unpaid leave, employees will not continue to accrue sick leave and will not be paid for holidays that occur during the leave.

- F. **Benefits.** An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. SMCTC will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay his or her share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to SMCTC). The continued participation in health benefits begins on the date leave first begins.

Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse SMCTC for any employee contributions paid by SMCTC while the employee was on unpaid leave.

- G. **Qualified Exigency Leave.** Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.

- (1) Amount of Leave. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
- (2) Procedures. Please contact the HR Manager as soon as you become aware of the need for any type of qualified exigency leave. Except in the case of exigency leave for short-notice deployment, SMCTC requires certification of the need for leave.

H. **Reinstatement**. Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own serious health condition, SMCTC requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to his/her job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, SMCTC will treat the failure to return as a voluntary resignation.

### 7-3 **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of applicable state and federal law. All employees entitled to military leave shall give SMCTC an opportunity within the limits of applicable military regulations to determine when such leave shall be taken, and shall provide SMCTC with a copy of the military orders.

### 7-4 **WORKERS' COMPENSATION LEAVE**

If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to SMCTC within 14 days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and SMCTC's business needs.

The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's position. SMCTC may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that SMCTC can operate safely and efficiently or the employment relationship has otherwise been terminated.



Benefits continuation for employees on worker's compensation leave is the same as for other medical leaves of absence (subject to the maximum period of continuation).

#### **7.5 BONE MARROW AND ORGAN TRANSPLANT LEAVE**

California employees are entitled to paid time off to donate organs or bone marrow. Employees may take up to thirty (30) days paid leave in any one-year period for organ donation, and up to five (5) days paid leave in any one-year period to donate bone marrow, as long as the employee seeking leave provides written verification that he or she is a donor and there is a medical necessity for the donation. The donation need not be for the employee's family member; it can be for any other person.

SMCTC requests that the employee taking leave provide as much advance notice as reasonably practicable. Employees taking leave for organ donation must use two weeks accrued sick leave (if available) before receiving the 30 days paid leave. Employees taking leave for bone marrow donation must take five (5) days accrued sick leave (if available) before receiving the five (5) days paid leave. Employees on bone marrow/organ donation leave will continue to accrue and receive all benefits of employment as if they were actively at work.

Leave can be taken intermittently, up to the maximum of 30 days/5 days within a 12 month period immediately preceding the first day of leave. At the conclusion of leave, the employee will be reinstated to the position the employee held when the leave began or to an equivalent position.

SMCTC will only deny reinstatement if circumstances, unrelated to the employee's organ or bone marrow donor leave, make reinstatement impossible. Employees taking donation leave will be allowed to continue participating in any health and welfare benefit plans in which he or she was enrolled before the first day of the leave at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave.

#### **7.6 ADDITIONAL LEAVES**

SMCTC complies with all state and federal laws regarding the provision of leaves of absence. When required by applicable law, time off shall be granted for the following reasons:

- to victims of domestic violence to help ensure their health and safety;
- to victims of serious crimes to attend court proceedings;
- to victims of sexual assault and/or stalking;
- to vote in elections and to serve as election officials ;
- to parents or guardians to appear at a child's school in connection with a suspension ;
- for certain employees required to perform emergency duties;
- to parents and to guardians to participate in school or day care activities; or
- to volunteer firefighters, reserve peace officers, or emergency rescue personnel to perform emergency duties.

**SECTION 8**  
**WORKPLACE STANDARDS**

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**8.1 ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY**

- A. **Purpose.** All employees, applicants, volunteers, and independent contractors (“workers”) working for SMCTC are to be treated with respect and dignity. SMCTC has adopted this policy (“Policy”) as part of its commitment to providing an atmosphere free of harassment and discrimination based on such factors as race (including traits historically associated with race, such as hair texture and hairstyles like braids, locks, and twists), color, religion, national origin or ancestry, physical or mental disability, medical condition, genetic characteristics, pregnancy, childbirth or related conditions, marital status, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, marital status, or any other characteristic protected by applicable law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and SMCTC. SMCTC will not tolerate harassment of, or discrimination against, its workers by managers, supervisors, co-workers, or anyone conducting SMCTC business. Similarly, SMCTC will not tolerate harassment of its workers by others with whom SMCTC has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique, and discipline employees in a non-discriminatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

- B. **Harassment Prohibited.** Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual’s work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee’s performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- (1) Oral or written harassment such as epithets, jokes, derogatory comments or slurs based on any characteristic protected by law;
- (2) Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual; and
- (3) Visual harassment such as derogatory posters, cartoons or drawings, based on one of the categories above.
- (4) Sexual harassment includes any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.
- Sexual harassment also includes gender-based harassment by a person of the same gender.

C. **Retaliation Prohibited.** Retaliation against an employee for reporting violations of this policy or for participating in the investigation of a harassment or discrimination complaint is strictly prohibited.

D. **Procedures regarding all complaints of harassment including retaliation.**

- (1) Employee Responsibility. It is important that employees inform SMCTC as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if SMCTC does not know that it exists.

Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

Any individual who believes that they have been or are being harassed in violation of this Policy shall report this violation to his or her supervisor, the Executive Director, the HR Manager, or any SMCTC supervisor with whom the individual feels comfortable speaking.

Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the Executive Director, the HR Manager, or any SMCTC supervisor with whom the individual feels comfortable speaking.

- (2) Supervisor Responsibility. Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the HR Manager or the Executive Director.

Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by SMCTC.

E. **Investigation.**

- (1) **Process.** SMCTC will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge where appropriate. SMCTC’s investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties involved. The Executive Director is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted.
- (2) **Resolution.** After investigation, SMCTC will communicate in writing the confidential findings (i.e., “sustained” or “not sustained”) to the complainant, the alleged harasser, and members of management with a legitimate need to know.
- (3) **Appropriate Action.** If there is a finding that harassment in violation of this Policy has occurred, SMCTC will take appropriate and immediate action to end any harassment and prevent its recurrence. This may include imposing discipline. Specific action taken will depend upon the specific circumstances.

F. **Further Information.** Employees are urged to contact the Executive Director if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing (“DFEH”) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

## 8.2 FRAUD PREVENTION AND WHISTLEBLOWER POLICY

SMCTC requires its employees and Board members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

- A. **Reporting Inappropriate Conduct and Actions.** This Fraud Prevention / Whistle Blower Policy establishes procedures for Commission employees, its Board members, and the community to report any concerns about inappropriate conduct and action, alleged illegal, fraudulent, or inappropriate conduct and activity conducted by Commission employees or its Board members.
- B. **Prohibited Activities.** Any person should report information related to one of the following prohibited activities, which includes, but is not limited to:
  - (1) Violation of any law and regulation;
  - (2) Conflict of Interest;

- (3) Fraud, waste, or misuse of Commission property and resources;
  - (4) Creation of a specific and substantial danger to public safety by failing to perform duties required by the Commission position held;
  - (5) Theft, misuse of, or misappropriation of Commission property, assets or funds, or an attempt to do any of the same;
  - (6) Intentional falsification of records including, but not limited to, Commission financial records;
  - (7) Misuse of the Commission credit card (P-card);
  - (8) Intentionally submitting false reimbursements for payment;
  - (9) Improprieties in the handling or reporting of financial transactions for the Commission;
  - (10) Authorizing payment for goods not received or services not performed; and
  - (11) Computer-related activity involving unauthorized alteration, destruction of data, forgery, or manipulation of data or mis-appropriation of Commission-owned software.
- C. **Reporting Procedure.** The Commission has an open door policy and suggests that employees share their concerns, questions, complaints with their immediate supervisor within 45 days of the date of the act or event. If an employee is not comfortable speaking to their supervisor or is not satisfied with the supervisor's response, he/she is encouraged to speak with or write to the Executive Director. Supervisors and Managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the Commission's Compliance Officer (Legal Counsel).
- D. **Compliance Officer.** The Commission's Executive Director is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Commission's Legal Counsel will review and advise the Executive Director on resolution of any complaints on an as-needed basis; the complaints will then be reported to the Chair of the Commission Board if deemed necessary.
- E. **Protection from Retaliation.** Any Commission employee or the community who acts as whistleblower and makes such a good faith report is protected against adverse actions or retaliation.

The person reporting the complaint ("Whistleblower") must exercise sound judgement to avoid baseless allegations. The intentional filing of a false report is itself considered an improper governmental activity, which the Commission has the right to action upon.

An employee who retaliates against the Whistleblower who has reported a violation in good faith is subject to discipline up to and including termination of employment.

- F. **Acting in Good Faith.** Anyone filing a written complaint concerning a violation of suspected violated must be acting in good faith and have reasonable grounds for believe the information reported indicates a violation. Any allegations that prove not to be substantiated and prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.
- G. **Confidentiality.** Although every effort will be made to protect the anonymity of the whistleblower, there may be situations where anonymity cannot be guaranteed.

### 8.3 DRESS AND GROOMING STANDARDS

SMCTC is a professional organization required to work with member agencies, other public agencies, private organizations, members of the public, contractors, and vendors. All SMCTC employees must present a professional appearance in order to promote a positive image. The general public frequently forms its initial impression of professional credibility based solely on employee appearance. This policy applies to all SMCTC employees, regardless of classification.

- A. **General Policy.** All SMCTC staff should be neatly and professionally dressed so as to present a positive and professional image. Regardless of assignment or work site, all SMCTC staff must maintain a professional and clean appearance. Personal hygiene is essential to presenting a professional image in the workplace. It is necessary that all employees maintain a clean, presentable appearance at all times during working hours. It is the responsibility of all staff to ensure that they are aware of and adhere to acceptable and appropriate dress and grooming standards as specified in this Policy.

This Dress and Grooming Standards Policy is intended to provide employees with guidelines on apparel, grooming, and appearance, though it is not meant to address all situations. There may be slight differences for individual work assignments, depending on the specific work environment, nature of the work performed, involvement with the public, required uniforms, or other circumstances as defined by the Executive Director or designated management personnel.

- B. **Fragrances.** Since employees and visitors may have sensitivity or allergic reactions to various fragrant products, SMCTC is a fragrance-free workplace. As a result, employees should not bring natural or artificial scents that could be distracting, disturbing, or annoying to others. Personal fragrant products (fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should not be worn by employees when reporting to work at SMCTC offices or other work locations.
- C. **Acceptable Attire.**
  - SMCTC may require certain employees, as a condition of their employment, to wear designated uniform shirts (a “SMCTC shirt”). If an employee is provided with a SMCTC shirt and requested to wear it, employees must do so. SMCTC shirts are expected to be clean, pressed, and worn properly with the shirt neatly tucked inside the employee’s pants or skirt. Employees are responsible for cleaning, pressing, and otherwise taking reasonable care of the assigned uniform. New SMCTC shirts will be periodically provided to employees to account for regular wear and tear. If an employee loses or

destroys a SMCTC shirt, then the employee may be expected to obtain a replacement at his or her own cost.

- Employees who are not required to wear SMCTC shirts are expected to wear clean, pressed, and properly fitting business clothing appropriate to the position held.
- Acceptable attire for women includes dresses, skirts, suits, or slacks/trousers worn with blouses, sweaters, and/or jackets. Unless otherwise advised, a SMCTC shirt is always acceptable attire (even if the employee is not required to wear a SMCTC shirt as a condition of employment).
- Acceptable attire for men includes suits, slacks/trousers worn with collared shirts, dress shirts, sweaters, and/or jackets. Unless otherwise advised, a SMCTC shirt is always acceptable attire (even if the employee is not required to wear a SMCTC shirt as a condition of employment).

D. **Unacceptable Attire.** Employees may not wear the following:

- Overalls or coveralls.
- Jeans at the job sites are not allowed other than pursuant to the policy section titled “Field Work”, etc. (note that neat, black jeans may be acceptable attire).
- Clothing that is visibly worn, torn, ripped, or dirty.
- Shorts of any type, including “skorts” or other clothing that look like shorts.
- T-shirts, jerseys, jackets, or hats with messages, graphics, team sport logos, or offensive writings.
- Clothing with logos or names of contractors, vendors, or consultants that might suggest a SMCTC endorsement of the entity.
- Gym attire, sweats, workout wear, or spandex pants or leggings.
- Camisoles, tank tops, shirts or dresses with spaghetti straps, unless covered by a jacket, blouse, or other outer garment.
- Halter tops, strapless tops, tube-type shirts, or sheer, see-through, or fishnet tops.
- Low-front or low-back attire or other revealing or provocative items.
- Excessively tight fitting or revealing clothing and/or oversized (baggy) garments.
- Pajama pants or tops.

E. **Footwear and Accessories.**

- Footwear shall be worn at all times.

- All footwear is expected to be appropriate to the employee’s position and duties. Shoes are to be neat, clean, and in good repair. Sandals of any material, which are commonly referred to as “flip-flops” or “thongs”, are prohibited for all employees.
- No bandanas are allowed in the workplace except as provided for in the Section titled Field Work.

This list of acceptable and unacceptable attire is intended to be explanatory and may not include all items deemed inappropriate. In addition, exceptions may be granted at the discretion of the Executive Director based on the specific job functions, necessary accommodations, or other unique circumstances. If an employee’s religious beliefs or medical conditions require deviation from the standards set forth above, the employee should submit the request to the Executive Director. Those requests will be considered on an individual basis and granted where required by applicable law. If you have questions about whether particular clothing is acceptable, please seek clarification from the Executive Director before wearing the garment in the workplace.

- F. **Location Work.** If an employee is working on location, the employee must follow the requirements set forth in this policy. Jeans are not allowed when an employee is working in the council chambers or control rooms of a member agency or contracted agency. In that situation, the employee must remember that he or she is acting on behalf of SMCTC and must portray a positive image.
- G. **Field Work.** If an employee is either working outdoors in the field and/or assembling PEG projects or engaging in other physically active work, that type of work assignment may call for usage of clothing or other items that would not be appropriate in an office setting. Attire for field work may include, but is not limited to, the following:
- Jeans or other denim clothing.
  - Headwear such as caps, sun visors, sweatbands or beanies for workplace activities outside as protection from the elements. Such headwear shall not display inappropriate logos or logos of contractors, vendors, or consultants that might suggest a SMCTC endorsement of the entity.
  - Work on a construction site may require long pants, proper footwear, safety vests, and/or hardhats.
- H. **Responsibilities and Procedures.** Supervisors are responsible for explaining and enforcing this Dress and Grooming Standards Policy. If an employee is not in compliance with this Policy, their supervisor will address the issue, and the employee will be expected to bring himself/herself into compliance. Employees who report to duty and are non-compliant with this Policy may be sent home to change without compensation. Failure to comply with this Policy or repeated violations of it will subject the employee to disciplinary action, up to and including termination.

Exceptions to the dress code provisions of this Policy (regarding appropriate clothing only) can be made on an individual basis by the Executive Director or his/her designee to



accommodate special circumstances such as special events or projects (and, as mentioned above, where necessary as an accommodation for religious beliefs or medical conditions).

Issues or disagreements arising out of the enforcement of this Policy shall be reviewed by the Executive Director. If you have questions about how this Policy applies to you, please consult with the Executive Director.

#### **8.4 OPEN DOOR POLICY**

SMCTC adheres to an open door policy and encourages all employees to share opinions, ideas, and thoughts about general operations, especially relating to improving efficiency, increasing productivity, devising innovative solutions, and achieving desired results. The open door policy is intended to encourage personnel at all levels of SMCTC to express their opinions and ideas about any general item. The open door policy allows management to understand details about SMCTC's operations and creative suggestions for improvement.

**SECTION 9  
WORKPLACE CONDUCT**

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**9.1 ATTENDANCE AND PUNCTUALITY**

Employee dependability and regular attendance during assigned working hours are essential functions of each employee's job and are critical to the smooth operation of SMCTC. Each employee must be prompt in attendance on assigned work days. If you find that you must be out or late, due to illness or other compelling personal matter, you must notify your immediate supervisor prior to your scheduled start time. Failure to adhere to this policy may lead to disciplinary action up to and including termination.

If you fail to report for work or make proper notification of your absence, you will be subject to discipline, up to and including termination of employment.

**9.2 JOB ABANDONMENT**

Voluntary absence from work without permission is grounds for termination. An employee's voluntary absence from work without contacting the supervisor and without permission for three (3) consecutive working days shall be considered an automatic resignation, and SMCTC will separate the employee from service.

**9.3 STANDARDS OF CONDUCT**

The following types of behavior or conduct, among others, shall violate acceptable standards of conduct:

- A. Fraud in securing employment.
- B. Negligence in the performance of duties.
- C. Inefficiency in performance of work which results in performance lower than that which is typically expected of a similar employee in a similar position.
- D. Neglect of duty.
- E. Insubordination including any disobedience of a lawful rule or direction.
- F. Dishonesty.
- G. Partaking of alcoholic beverages, illegal drugs, or being under the influence thereof while on duty.
- H. Unless legally authorized to do so, taking, possessing, being under the influence of, or offering for sale any controlled substance while on duty. The term "controlled substance" shall have the meaning that the term has in California Health and Safety Code, Division 10 and under applicable federal law.

- I. Dress that is unsafe or unsuitable for effective job performance.
- J. Misuse of sick leave.
- K. Unexcused absences.
- L. Discourteous or offensive conduct or language toward the public or toward fellow employees or officials.
- M. Using SMCTC employment for outside personal gain.
- N. Using the prestige of a SMCTC position on behalf of any political candidate or any political party.
- O. Acceptance by an employee of a reward, gift, gratuity, or other form of remuneration from any source, in addition to the regular compensation, for the performance of SMCTC duties.
- P. Supplementary (outside) employment not specifically authorized in writing by SMCTC or in violation of the outside employment policy.
- Q. Negligence or intentional misconduct which causes damage to SMCTC or other public property.
- R. Misuse, misappropriation or unauthorized possession of SMCTC property, vehicles, equipment, or supplies.
- S. Conviction of a criminal offense involving moral turpitude.
- T. Falsifying time card.
- U. Any conduct related to employment which impairs, disrupts, or causes discredit to SMCTC or SMCTC service.
- V. Incompetence.
- W. Inexcusable neglect of duty.
- X. Neglect of duties.
- Y. Excessive tardiness.
- Z. Falsification of SMCTC records.
- AA. Fighting or other abusive conduct toward employees or to the public during working hours.
- BB. Harassment in violation of Commission policy.
- CC. Violation of SMCTC rules, regulations, standard operating procedures, or policies.

These standards of conduct are illustrative only. Nothing in this policy changes the at-will status of employees subject to the provisions of this Handbook. SMCTC has the discretion to determine the appropriate level of discipline, if any, in the circumstances involved. SMCTC is not obligated to follow any particular level or order of discipline or to impose any at all; employment can be terminated for any or no reason.

**SECTION 10**  
**RESIGNATION AND LAYOFF**

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**10.1 RESIGNATION**

Any employee may resign from SMCTC service at any time, just as SMCTC may terminate employment at any time. Resignations can be submitted either in writing or orally. To allow for proper transition of duties, SMCTC requests – but does not require – that employees provide SMCTC with at least two (2) weeks advance notice of resignation. On or before the effective date of the employee’s resignation, employee shall immediately relinquish to his or her supervisor all SMCTC property, including, but not limited to, identification badges, keycards, parking permits, keys, phone, computer, credit cards, and any other SMCTC property in the employee’s possession.

**EMPLOYEE ACKNOWLEDGMENT  
RECEIPT OF EMPLOYEE HANDBOOK (PART-TIME REGULAR AND TEMPORARY EMPLOYEES)**

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I have received my copy of SMCTC’s Employee Handbook (Part-Time Regular and Temporary Employees) (“the Handbook”) which was adopted by SMCTC’s Board of Directors on [insert date].

I have read the Handbook, understand it, and agree to abide by the provisions therein.

I expressly acknowledge receipt of the Anti-Harassment and Anti-Discrimination Policy contained in the Handbook and agree to abide by the provisions of that policy.

My signature below certifies that I agree to be bound by the terms and conditions of employment stated in this Handbook.

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**RESOLUTION NO. 2021-020**

**A RESOLUTION RATIFYING A CHANGE TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION (“Commission”) approved the revised Personnel Policies and Procedures Manual (“the Manual”) on June 3, 2021;

**WHEREAS**, during a routine review of the Manual after its approval, two necessary changes were discovered;

**WHEREAS**, it is necessary to amend the Manual to ensure that it conforms to Commission policy regarding the calculation of “hours worked” for purposes of overtime; and

**WHEREAS**, it is necessary to amend the Manual to update the probationary period for the Programming Coordinator position from six (6) months to one (1) year, due to the specialized and technical nature of the duties performed; and

**WHEREAS**, Commission staff have updated the Manual to reflect these changes;

**WHEREAS**, the Board of Directors desires to ratify these changes and authorize the Executive Director, or his designee, to make any future amendments that contain only non-substantive and/or administrative changes to the Manual, as well as any changes which are required by applicable law.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sacramento Metropolitan Cable Television Commission as follows:

**SECTION 1.** The Board of Directors hereby ratifies the change to the overtime policy, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, effective as of the date of original approval of June 3, 2021.

**SECTION 2.** The Board of Directors hereby ratifies the change to the probationary period policy, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference, effective as of the date of original approval of June 3, 2021.

**SECTION 3.** The Board of Directors hereby authorizes the Executive Director, or his designee, to make any future amendments that contain only non-substantive and/or administrative changes to the Manual, as well as any changes which are required by applicable law.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 2<sup>nd</sup> day of September 2021, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Chair of the Board

## EXHIBIT "A"

### SMCTC PERSONNEL POLICIES & PROCEDURES MANUAL

(APPROVED JUNE 3, 2021)

#### 6.7.1 OVERTIME

- A. **Overtime Generally.** Non-exempt employees who work in excess of forty (40) hours per week shall be compensated for such overtime at time and one-half (unless the employee elects to receive compensatory time off). Sick leave, vacation, holidays, or any other form of paid time off, **shall be** considered as time worked for purposes of overtime compensation. Exempt management employees shall not be entitled to overtime compensation, and any hours worked beyond normal working hours shall be considered part of the duties and responsibilities of the position.

Before working overtime, employees must first obtain supervisor approval. In certain instances, with advance supervisor approval, an employee's assigned work hours may be adjusted within one workweek to minimize or avoid the necessity for overtime (such as where an employee, with supervisor approval, works in excess of assigned hours on one particular day).



## EXHIBIT "B"

### SMCTC PERSONNEL POLICIES & PROCEDURES (APPROVED JUNE 3, 2021)

#### 4.2 DURATION

The length of the probationary period (with consecutive service) is as follows:

Position Title	Length of Probationary Period
Senior Office Assistant	6 months
Senior Office Specialist	6 months
Programming Coordinator	1 year (12 months)
Technical Assistant	6 months
Administrative Services Officer III	1 year (12 months)
Administrative Services Officer I	1 year (12 months)
Production Director	1 year (12 months)
Technical Coordinator	1 year (12 months)



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ [www.sacmetroable.tv](http://www.sacmetroable.tv)

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

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## AGENDA ITEM NO. 4

**DATE:** September 2, 2021

**TO:** Chair and Board of Directors

**FROM:** Robert A. Davison, Executive Director

**SUBJECT:** **RESOLUTION NO. 2021-021, APPROVING GSRMA MEMORANDUM OF UNDERSTANDING AND DELEGATING AUTHORITY FOR THE COMMISSION CHAIR TO SIGN THE MOU AND THE SMALL GROUP PROGRAM PARTICIPATION AGREEMENT**

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### **RECOMMENDATION:**

It is recommended the Board Adopt Resolution No. 2021-020, Approving the GSRMA Memorandum of Understanding (MOU) and delegate authority for the Commission Chair to sign the MOU and the PRISM Program Participation Agreement.

### **BACKGROUND/DISCUSSION:**

The Sacramento Metropolitan Cable Television Commission (SMCTC) Board at its March 4, 2021 meeting, adopted an amended and restated cafeteria plan (“Café Plan”). Commencing January 1, 2022, the benefits that SMCTC has agreed to make available to eligible employees pursuant to that Café Plan, as component plans, include health benefits, dental benefits, vision benefits, life insurance, and an employee assistance program.

The Commission has already contracted for health benefits through CalPERS, and for dental insurance through the County of Sacramento’s Delta Dental program. To make vision insurance, life insurance, and an employee assistance program available to eligible employees, SMCTC has applied to Golden State Risk Management Agency (GSRMA) to participate in its PRISM Small Group program (which is available to employers with a minimum of 2 full-time active employees up to a maximum of 50 employees). The Commission currently has 7 full-time employees.

GSRMA has approved the Commission’s application for participation. As a condition of participation, SMCTC needs to execute a Small Group Program Participation Agreement as well as a Memorandum of Understanding provided by GSRMA. These documents outline the terms and conditions of SMCTC’s participation in this program.

**RECOMMENDATION:**

It is recommended the Board:

- Adopt Resolution No. 2021-021, Approving the GSRMA Memorandum of Understanding (MOU);
- Delegate authority to the Commission Chair to sign the MOU and the Small Group Program Participation Agreement; and
- Direct staff to return the signed MOU and Agreement to GSRMA, which will allow the Commission to enroll eligible full-time employees to participate in the following products offered through the PRISM Small Group Program:
  - Vision Service Plan
  - Life Insurance
  - Employee Assistance Program (EAP)

Respectfully submitted,

**Robert A. Davison**

Digitally signed by Robert A.  
Davison  
Date: 2021.08.27 17:13:36 -07'00'

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission

Attachments:

Resolution No. 2021-021

Memorandum of Understanding

PRISM Program Participation Agreement

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

**RESOLUTION NO. 2021-021**

**A RESOLUTION APPROVING THE GSRMA MEMORANDUM OF UNDERSTANDING & PRISM SMALL GROUP PROGRAM PARTICIPATION AGREEMENT**

**WHEREAS**, the Sacramento Metropolitan Cable Television Commission (“Commission”) at its March 4, 2021 meeting adopted an Amended and Restated Cafeteria Plan (Café Plan) commencing January 1, 2022;

**WHEREAS**, pursuant to the Café Plan, the Commission has agreed to make available to eligible employees component plans, including health benefits, dental benefits, vision benefits, life insurance and an Employee Assistance Program (EAP);

**WHEREAS**, the Commission has contracted for health benefits to be available to eligible employees through CalPERS and has contracted for dental insurance through the County of Sacramento’s Delta Dental program;

**WHEREAS**, to make vision benefits, life insurance, and an EAP available to eligible employees, SMCTC applied for and was approved by Golden State Risk Management Authority (GSRMA) to participate in its PRISM Small Group Program;

**WHEREAS**, as a condition of that participation, the Commission is required to execute a Program Participation Agreement as well as a MOU provided by GSRMA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sacramento Metropolitan Cable Television Commission:

**SECTION 1.** Adopt Resolution No. 2021-021, Approving the GSRMA MOU and the Program Participation Agreement.

**SECTION 2.** Delegate authority to the Commission Chair to sign the MOU and the Program Participation Agreement.

**SECTION 3.** Direct staff to return the signed MOU and Program Participation Agreement to GSRMA, which will allow the Commission to enroll eligible employees for benefits outlined above effective January 1, 2022.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Metropolitan Cable Television Commission, State of California, this 2<sup>nd</sup> day of September 2021, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Chair of the Board

---

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereafter "MEMORANDUM") is entered into by and between the Golden State Risk Management Authority (hereafter "GSRMA") and the participating public entity, Sacramento Metropolitan Cable Television Commission, (hereafter "ENTITY") who is signatory to this MEMORANDUM.

RECITALS

WHEREAS, commencing January 1, 2022, GSRMA will be an appointed administrator for the purpose of enrolling small public entities typically having 200 or less employees into the California State Association of Counties ("CSAC") Excess Insurance Authority ("EIA") EIAHealth's Program (hereafter "PROGRAM").

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments and premiums are governed by EIAHealth Committee for the PROGRAM (the "COMMITTEE") and not GSRMA.

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM.

NOW THEREFORE, GSRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **INITIAL COMMITMENT PERIOD.** ENTITY understands and acknowledges that it is required to remain in the PROGRAM for a period of at least three (3) full years as a condition to participation in the PROGRAM (the "INITIAL COMMITMENT PERIOD").
3. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through GSRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
4. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative medical benefit solution to all participants of the ENTITY including active and retired employees, dependents and public officials. ENTITY's contributing toward retiree benefit coverage prior to joining the PROGRAM, must contribute a minimum of 50% toward the cost of retiree benefit coverage during the INITIAL COMMITMENT PERIOD. After the INITIAL COMMITMENT PERIOD, ENTITY may discontinue coverage or change the contribution amount for retirees. However, ENTITY must contribute at least the minimum percentage required by the eligibility requirements.
5. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from their consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, GSRMA will add an administrative fee to premiums and rates set by the COMMITTEE for costs associated with

administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

- a. GSRMA will administrate a billing to ENTITY each month, with payments due by the date specified by GSRMA. Payments received after the specified date will accrue penalties. Medical benefit premiums are based on a full month. There are no partial months or prorated premiums.
  - b. ENTITY must send notification of termination of benefits for a covered employee to the PROGRAM and GSRMA by the 15<sup>th</sup> of the current month to terminate at the end of the month. Otherwise (i.e. notification after the 15<sup>th</sup>), termination will be as of the end of the following month.
6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable.
7. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, CSAC-EIAHealth documents outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM.
8. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
9. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
- a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
  - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premium paid for the preceding 3 years. ENTITY's must be current participants to receive a dividend except upon termination of the PROGRAM and distribution of assets.
  - c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
  - d. Fund equity will be evaluated on a total program-wide basis as opposed to each year standing on its own.
10. **WITHDRAWAL.** ENTITY may withdraw after their INITIAL COMMITMENT PERIOD (three [3] full year commitment period) and subject to the following condition; ENTITY shall notify

GSRMA and the PROGRAM in writing of their intent to withdraw at least 180 days prior to their actual coverage renewal date. ENTITY may rescind its notice of intent to withdraw.

11. **LIAISON WITH GSRMA.** Each ENTITY shall maintain staff to act as liaison with GSRMA and between the ENTITY and the GSRMA's designated PROGRAM representative.
12. **DISPUTES.** Disputes between the parties related to this MEMORANDUM shall be resolved as follows:
  - a. Mediation Before Litigation. The parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation and if such efforts do not result in a resolution, they may proceed to litigate the claims.
  - b. Selection of Mediator. The mediation shall be held before a neutral mediator having at least 15 years civil business litigation experience or a retired judge. Within ten (10) days of a demand for mediation, the parties shall attempt to mutually select a neutral and qualified mediator. If the parties agree on the selection of the mediator, the mutually selected mediator shall be appointed for the mediation. If the parties are unable to mutually select a qualified mediator, they shall each select a neutral mediator and the two shall then select the third who shall be designated as the parties' neutral mediator for the dispute. Any selected mediator who is unable or unwilling to fulfill his duties may be replaced.
  - c. Time of Mediation. Subject to the mediator's availability, the parties will make best efforts to have the mediation scheduled and held within 45 days of a demand.
  - d. Costs of Mediation. The parties shall split and pay for the fees charged by the mediator equally.
  - e. Confidentiality of Mediation Process. The parties agree that the mediation of the dispute will be an effort to compromise disputed claims and that mediation shall be deemed confidential and no statements made at the mediation can be used against them in the event of future litigation.
  - f. Position Statements. Any party making a demand for mediation shall set forth in their written demand for mediation the factual and legal basis known to them for their claims or dispute and provide copies of any statements, summaries, reports, or documentary information known to them at the time to support their claims, save and except, privileged or confidential information, which may be withheld. Within thirty (30) days after receipt of a demand for mediation, the recipient shall provide a written response to the claims setting forth the factual and legal basis known to them to support the response or affirmation defenses and also provide copies of any statements, summaries, reports, or documentary information known to them at the time to support the response or affirmative defenses save and except, privileged or confidential information, which may be withheld. Copies of the position statements and information exchanged between the parties under this provision shall be provided to the mediator in advance of the mediation.

- g. Failure to Participate in Mediation. Any party who fails to participate in the mediation shall waive their right to collect attorney fees herein.
- h. Exclusions From Mediation. The parties agree that any claim for immediate injunctive relief is specifically excluded from the requirements of mediation. The parties further agree that disputes related to coverage under the PROGRAM are excluded from this provision and shall be governed in accordance with CSAC-EIAHealth documents and/or PROGRAM documents.
- 13. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
- 14. **VENUE.** Venue for any dispute or enforcement shall be in Sacramento, California.
- 15. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
- 16. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
- 17. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
- 18. **AMENDMENT OF MEMORANDUM.** This MEMORANDUM may be amended by the GSRMA Board of Directors and such amendments are subject to approval of ENTITY's signatory to this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.
- 19. **EFFECTIVE DATE.** This MEMORANDUM shall become effective upon the signing of this MEMORANDUM by the ENTITY and Chief Executive Officer or Board President of GSRMA.
- 20. **EXECUTION IN COUNTERPARTS.** This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Board President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Golden State Risk Management Authority



**To:** Sacramento Metropolitan Cable Television Commission  
**From:** AUS  
**Date:** May 25, 2021  
**Re:** Sacramento Metropolitan Cable Television Commission: Small Group  
Program Application

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We are happy to approve the application of Sacramento Metropolitan Cable Television Commission for acceptance and participation in the PRISM Small Group program. As part of this acceptance you will find two additional attachments to this letter:

1. Program Underwriting & Eligibility Rules
2. Program Participation Agreement

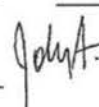
The Underwriting and Eligibility Rules are to serve as a general guide for program rules and expectations. These rules serve as expectations of member conduct within the program and are designed to protect both the pool and the member from actions that may increase the cost and risk in the program.

The Program Participation Agreement details the final terms of acceptance and any special exceptions or terms that have been made as part of this approval. Please read these terms carefully and contact your representative at GSRMA if you have any questions or clarifications.

Acceptance of the terms, completion and execution of the participation agreement will constitute full acceptance of the organization as a member of the program and eligible to participate in the insurance coverage program(s) applied for and accepted in this agreement. **Please return the signed Program Participation Agreement to GSRMA.**

We thank you for your interest in the PRISM Small Group program and look forward to your participation in the program.

Sincerely,  
John Astwood

FOR INTERNAL USE ONLY			
Application is:	<input checked="" type="checkbox"/> Accepted	<input type="checkbox"/> Rejected	Case No. _____
Effective:	7-1-2021 or 1st of any future month in 2021		Underwriter: John Astwood
Date:	5/25/2021		By:  (signature)

## SMALL GROUP PROGRAM UNDERWRITING & ELIGIBILITY GUIDELINES

(Subject to attached Custom Contingencies and Caveats section)

### Health Program Eligibility

<b>Active Employees</b>	Full-time salaried or hourly employees who are actively at work at least 30 hours per week.
<b>Part-Time Employees</b>	Part-time employees who are actively at work at least 20 hours per week.
<b>Dependent Eligibility</b>	Eligible dependents are covered to age 26 and will terminate coverage first of the month following 26th Birthday. Disabled dependents are covered regardless of age but must be approved by the plan administrator (claim fiduciary medical management) prior to annual enrollment.
<b>COBRA Participants</b>	Eligible to elect coverage through COBRA.
<b>Board members, Trustees, Council Members, or Other Elected officials</b>	Directors, board members, and other elected/appointed officials can only elect plan if they are eligible on the current plan and are subject to the same requirements as Active employees. Exceptions can be made at the recommendation of AUS and with the approval of the EIAHealth Committee.
<b>Retirees</b>	To qualify for Medicare plans and rates, retiree must be enrolled in Medicare Parts A&B.
	Retired employees who are currently eligible and participating on the plan will be eligible to continue coverage under the program, if the coverage permits. Retirees who declined coverage may not enroll in any coverage at a subsequent enrollment date. Exceptions can be made at the recommendation of AUS.
	Medicare eligible retirees must enroll in Medicare parts A&B.

### Health Program Underwriting (Continued on next page)

<b>Group Size Requirements</b>	
<b>Minimum/Maximum</b>	Minimum: 2 Full-Time Active Employees. Maximum: 200
<b>Participation Guidelines</b>	
<b>Active Employees or Retirees</b>	<ul style="list-style-type: none"> <li>• Minimum participation of 75% of all eligible employees/Non-Medicare Retirees and Medicare Retirees.</li> <li>• Non-Medicare Retirees should be thoroughly reviewed by AUS if they exceed 20% of the total covered population. Exceptions can be made at the recommendation of AUS and with the approval of the EIAHealth Committee.</li> </ul>
<b>Employer Contributions</b>	
Contributions should be structured to allocate cost for tiers with dependent coverage. Cash-Back or "Cash-in-lieu-of" employer contributions are not preferred unless a specific exception has been made by underwriting.	
<b>Active Employees, Board members, Trustees, Council Members, or Other Elected officials</b>	Employer pays Minimum 75% of the single-only cost, 50% suggested contribution for dependents.
<b>Retirees</b>	No minimum employer contribution.
<b>Waiting Period</b>	

Date of hire is not allowed unless hire date is on the first of the month. All plan changes resulting from Qualifying Events will be effective on the 1st of the month following the event. Births and deaths are exceptions and coverage may be added/dropped outside of the first of the month following.	
<b>Underwriting Guidelines Continued-</b>	
<b>Waivers</b>	
Coverage can only be waived with proof of group coverage through spouse, other group coverage, Medicare/Medical or COBRA. Waivers should be reviewed by AUS if they exceed 25% of the total covered population. Exceptions can be made at the recommendation of underwriting and with the approval of the EIAHealth Committee. Non-Program participants are excluded from this waiver definition (i.e. union carve-out, PORAC).	
<b>Lock-out period</b>	
Small group members will comply with the withdrawal and termination rules of the JPA in which they contract for coverage.	
<b>Plan Selections and Combinations Guidelines</b>	
<b>Plan Selection</b>	<b>Subject to underwriting review and approval:</b> <ul style="list-style-type: none"> <li>• 2-100 enrolled lives: 2 plans + 1 Kaiser plan</li> <li>• 101-200 enrolled lives: 3 plans + 1 Kaiser plan</li> </ul>
<b>Plan Combinations</b>	<ul style="list-style-type: none"> <li>• Only 1 HMO or HDHP plan may be offered to an employee group</li> <li>• Plans requested in addition to HMO or HDHP require approval from PRISM underwriting.</li> <li>• Future plan changes are subject to review and approval by PRISM underwriting</li> </ul>

### Eligibility Guidelines: Dental, Vision, Life, Disability and EAP

The following underwriting guidelines assume the employer will only be offering the PRISM Small Group coverage plans.

<b>Active Employees</b>	Full-time salaried or hourly employees who are actively at work at least 30 hours per week.
<b>Part-Time Employees</b>	Part-time employees who are actively at work at least 20 hours per week.
<b>COBRA Participants</b>	<ul style="list-style-type: none"> <li>• <b>Dental &amp; Vision:</b> Eligible to elect coverage through COBRA.</li> <li>• <b>Life/AD&amp;D, Disability, EAP:</b> Not eligible to elect coverage through COBRA.</li> </ul>
<b>Board members, Trustees, Council Members, or Other Elected officials</b>	<ul style="list-style-type: none"> <li>• <b>Dental, Vision, Life/AD&amp;D, EAP:</b> Directors, board members, and other elected/appointed officials can only elect plan if they are eligible on the current plan and are subject to the same requirements as Active employees.</li> <li>• <b>Supplemental Life and Disability:</b> Not eligible.</li> </ul>
<b>Retirees</b>	<ul style="list-style-type: none"> <li>• <b>Dental and Vision:</b> Retirees are eligible</li> <li>• <b>Life/AD&amp;D, Disability, and EAP:</b> Not eligible</li> </ul>

## Underwriting Guidelines: Dental, Vision, Life, Disability and EAP

<b>Group Size Requirements</b>	
<b>Minimum/Maximum</b>	Min: 2 Full-Time Active Employees Max: Up to 50 Employees*
<b>Participation Guidelines</b>	
<b>Active Employees and retirees</b>	<ul style="list-style-type: none"> <li>• Dental and Vision: 75% of all eligible.</li> <li>• Life/AD&amp;D, Disability, and EAP: 75% of all eligible (No retirees)</li> </ul>
<b>Employer Contributions</b>	
Contributions should be structured to allocate cost for tiers with dependent coverage. Cash-Back or "Cash-in-lieu-of" employer contributions are not permitted unless a specific exception* has been made by underwriting.	
Active Employees, Board members, Trustees, Council Members, or Other Elected officials	Employer pays 75% of the single-only cost, except for Supplemental Life. 50% suggested contribution for dependents.
Retirees	No minimum employer contribution (for eligible lines of coverage).
<b>Lock-out period</b>	
Small group members will comply with the withdrawal and termination rules of the JPA in which they contract for coverage.	
<b>Plan Selection Guidelines</b>	
<b>Plan Selection</b>	<ul style="list-style-type: none"> <li>• Employers can select only one plan to offer their employees and dependents.</li> <li>• Basic Life and AD&amp;D: Employer must select a plan for each class of employee (Designated by level of benefit)</li> </ul>

\* At the discretion of Underwriting. See Special Acceptance Terms section of Participation Agreement for further detail.

## PROGRAM PARTICIPATION AGREEMENT

The coverage and premiums offered under this agreement are based on the information provided. The submission of any false information may result in the denial of coverage. The provision of known false or misleading information shall render this agreement null and void, and any insurance coverage offered hereunder shall be withdrawn retroactively to the effective date of the policy.

Sacramento Metropolitan Cable Television Commission is approved for the following products:

Health  Dental  Vision  Life  Disability  EAP

Future underwriting approval is required for coverage not requested / approved above.

### Special Acceptance Terms

- Rate proposal assumes full takeover of existing benefit plans and carriers

### Standard Acceptance Terms

- The Underwriting & Eligibility Rules are part of the terms of this agreement and apply unless stated otherwise in the Special Acceptance Terms.
- Proposed rates are guaranteed ONLY for the current population of Sacramento Metropolitan Cable Television Commission, including all currently covered active employees, retirees and public officials (where approved).
- This proposal includes the following Affordable Care Act Government Fees (Health plans only)
  - PCORI Fee, Insurer Fee (where applicable)
- Rate proposal assumes current enrollment as provided in census file submitted in Interest Packet. The PRISM reserves the right to potentially non-renew if the following changes occur and no corrective action is taken by the member organization:
  - If total program enrollment changes by more than 10%.
  - If the distribution of Actives versus non-Medicare Retirees changes by more than 10%.
  - If the tiered enrollment distribution changes by more than 10%.
  - If employer's contribution towards the employee only cost falls below 75%. This proposal assumes current employer contribution is at least 75% of employee-only cost unless a specific exception has been provided by underwriting. Contribution requirement does not apply to Voluntary Life.

### **GENERAL AGREEMENT AND SIGNATURE**

Effective date requested: \_\_\_\_\_ (Actual date will be assigned by PRISM if application is accepted). Application is hereby made to PRISM or the appropriate affiliated company for Employee benefits coverage identified above. If this application is accepted, this Program Participation Agreement will become part of the agreement to join the program.

Upon Acceptance of the application, the Sacramento Metropolitan Cable Television Commission will inform all persons who are eligible for coverage that they may apply for PRISM coverage under the Agreement/Policy. By signing below applicant acknowledges receipt and adherence of EIA's underwriting and eligibility guidelines and terms of the Participation Agreement.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 • (916) 874-6661 • Fax: (916) 854-9666 • www.sacmetroable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

## AGENDA ITEM NO. 5

**DATE:** September 2, 2021  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** CALENDAR YEAR 2022 QUARTERLY BOARD MEETING SCHEDULE

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### **RECOMMENDATION:**

It is recommended the Board receive and file the Calendar Year 2022 Quarterly Board Meeting Schedule.

### **DISCUSSION:**

The Sacramento Metropolitan Cable Television Commission Board meets quarterly at 2:30 p.m. at the County of Sacramento's Board Chambers located at 700 H Street, Suite 1450.

The attached Quarterly Board Meeting Schedule for Calendar Year 2022 is subject to change and additional meetings may be added if necessary. Commission Staff will coordinate with the Chair regarding cancellation of any meetings, as well as the addition of meetings – on an as needed basis.

### **RECOMMENDATION:**

It is recommended the Board receive and file the Calendar Year 2022 Quarterly Board Meeting Schedule.

Respectfully submitted,

ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission

Attachment:  
Calendar Year 2022 Quarterly Board Meeting Schedule



# SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

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## CALENDAR YEAR 2022 QUARTERLY BOARD MEETING SCHEDULE

Below are the quarterly meetings scheduled in Calendar Year 2022 for the Sacramento Metropolitan Cable Television Commission Board.

All meetings will be held at 2:30 p.m. - the first Thursday of the month identified below - at the County of Sacramento Board of Supervisors' Chambers located at 700 H Street, Suite 1450 in Sacramento.

The Calendar Year 2022 Quarterly Board Meeting Schedule is subject to change; and additional meetings may be added if needed.

<b>Date</b>	<b>Meeting</b>
March 3, 2022	Regular Meeting
June 2, 2022	Regular Meeting / Budget Hearing
September 1, 2022	Regular Meeting
December 1, 2022	Regular Meeting



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## AGENDA ITEM NO. 6

**DATE:** September 2, 2021  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** GENERAL ADMINISTRATION REPORT

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### **RECOMMENDATION:**

It is recommended the Board receive a verbal report from staff regarding the following Commission matters:

1. FCC In-kind Proceeding
2. Section 621 En Banc Coalition – Retainer
3. Cable Company Audit Agreements
4. Atrium 916 Agreement – Update
5. Remainder Quarterly Board Meeting in Calendar Year 2021

Respectfully submitted,

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission





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## AGENDA ITEM NO. 7

**DATE:** September 2, 2021  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** CHANNEL LICENSEE REPORTS

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### **RECOMMENDATION:**

It is recommended the Board receive and file reports and comments, if any, from the representatives of the following Channel Licensees:

- A) Access Sacramento
- B) Capital Public Radio
- C) KVIE, Inc.
- D) SacFaith TV
- E) Sacramento Educational Cable Consortium

Respectfully submitted,

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission



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## AGENDA ITEM NO. 8

**DATE:** September 2, 2021  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** STATE FRANCHISEE REPORTS

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### RECOMMENDATION:

It is recommended the Board receive and file reports and comments, if any, submitted from representatives of the following state franchisees:

- A) AT&T
- B) Comcast
- C) Consolidated Communications, Inc.

Respectfully submitted,

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission



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## AGENDA ITEM NO. 9

**DATE:** September 2, 2021  
**TO:** Chair and Board of Directors  
**FROM:** Robert A. Davison, Executive Director  
**SUBJECT:** PUBLIC COMMENTS

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### RECOMMENDATION:

It is recommended the Board receive comments from the public on matters that are not on the agenda.

Respectfully submitted,

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ROBERT A. DAVISON, Executive Director  
Sacramento Metropolitan Cable Television Commission