



## **BEAR VALLEY COMMUNITY SERVICES DISTRICT**

---

28999 South Lower Valley Road • Tehachapi, CA 93561-7460  
PHONE 661-821-4428 • FAX 661-821-0180

### **ADMINISTRATION COMMITTEE AGENDA December 18, 2019 11:00 am**

Chair: Jane Baron; Vice-Chair: Terry Quinn  
Staff: Bill Malinen, General Manager; Kristy McEwen, Secretary of the Board  
Citizen Volunteers: Sharon Groen; Lisa Perez

1. **Approval of Agenda**
2. **Approve Minutes of the August 21, 2019 Meeting.**
3. **Public Comments on Non-Agenda Items**

Members of the public may address the Committee on matters within its subject matter area not listed on this Agenda. The Committee cannot take action on any item that is not on the Agenda. The Committee or staff may briefly respond to statements made or questions posed, or may ask questions for clarification. These items may also be referred to staff or scheduled on a future Agenda. There will be a separate opportunity for public comment for each item on the Agenda.

4. **Information & Discussion Items:**

- A. Personnel Policy Review & Recommendation
  - i. Review Section XII – XIV
  - ii. Review Sections XV - XVIII

5. **Policy & Procedure Manual for the Board of Directors**

- A. Board of Directors Travel, Training & Reimbursement Policy

6. **Committee Member Comments**

7. **Staff Comments**

8. **Adjournment:** The next regularly scheduled meeting of the Administration Committee is February 19, 2020.

Signed, December 11, 2019

*Kristy McEwen*

---

Kristy McEwen, Secretary of the Board



## BEAR VALLEY COMMUNITY SERVICES DISTRICT

28999 South Lower Valley Road • Tehachapi, CA 93561-7460

PHONE 661-821-4428 • FAX 661-821-0180

### ADMINISTRATION COMMITTEE AGENDA

August 21, 2019

11:00 am

Chair: Jane Baron; Vice-Chair: Terry Quinn

Staff: Bill Malinen, General Manager; Hamed Jones, Administrative Services Director, Kristy McEwen, Secretary of the Board

Citizen Volunteers: Sharon Groen; Lisa Perez (absent)

1. **Approval of Agenda**

The Agenda was approved unanimously by the Committee.

2. **Approve Minutes of the June 19, 2019 meeting.**

The Minutes were approved unanimously by the Committee.

3. **Public Comments on Non-Agenda Items**

Members of the public may address the Committee on matters within its subject matter area not listed on this Agenda. The Committee cannot take action on any item that is not on the Agenda. The Committee or staff may briefly respond to statements made or questions posed, or may ask questions for clarification. These items may also be referred to staff or scheduled on a future Agenda. There will be a separate opportunity for public comment for each item on the Agenda.

- None

4. **Information & Discussion Items:**

A. Personnel Policy Review & Recommendation

i. Review Section X

Committee members reviewed the proposed policies, requesting that staff obtain legal clarification on several points prior to finalization and the correction of a typographical error.

**Motion:** The Administration Committee recommend the Board of Directors approve the proposed policies, pending legal clarification and correction: Baron.  
Second: Groen

Ayes: 3

Noes: 0

Absent: 1 (Perez)

B. Special District Leadership Foundation Certifications

- District of Distinction
- Special District Administrator
- District of Transparency

Mr. Malinen informed the Committee of his intention that District staff pursue the above accreditations from the Special District Leadership Foundation. Director Quinn questions the necessity of expending the effort.

**Motion:** The Administration Committee recommends that the Board of Directors support staff efforts to obtain District of Distinction, Special District Administrator and District of Transparency Certifications: Groen. Second: Baron

Ayes: 2

Noes: 1 (Quinn)

Absent: 1 (Perez)

C. Related Policy Review & Recommendation

- i. Brown Act Compliance Policy
- ii. Public Records Request Policy

**Motion:** The Administration Committee recommend the Board of Directors approve the proposed Brown Act Compliance and Public Records Request policies: Baron. Second: Groen

Ayes: 3

Noes: 0

Absent: 1 (Perez)

5. **Committee Member Comments** – None

6. **Staff Comments** – None

7. **Adjournment:** The meeting was adjourned at 12:18 pm. The next regularly scheduled meeting of the Administration Committee is October 16, 2019.

*Kristy McEwen*

---

Kristy McEwen, Secretary of the Board

1 **RULE XII PERFORMANCE EVALUATIONS**

2 **A. Purpose.**

3 Performance evaluations are used to evaluate employees' work performance during the  
4 evaluation period, to set goals for the coming year, to communicate expectations, and to determine  
5 eligibility for merit salary increases. Job performance is measured against various factors,  
6 including, but not limited to, quality and quantity of work, attendance and dependability, attitude,  
7 interpersonal skills and safety.

8 **B. Probationary Employees.**

9 Terms and conditions for evaluation of Probationary employees are set forth in Section C.  
10 of Rule V.

11 **C. Timeframe for Evaluations.**

12 1. Performance evaluations are conducted annually on an employee's Anniversary  
13 Date. Supervisors, however, may evaluate a subordinate's performance as often as  
14 the supervisor deems appropriate, for legitimate business reasons, and in  
15 consultation with the Department Head and Human Resources Representative.

16 2. Performance evaluations are conducted by the supervisor familiar with and most  
17 directly involved with the employee's performance during the rating period and to  
18 whom the employee reports. Supervisors are responsible for the timely evaluation  
19 of employees in their divisions.

20 **D. Evaluation Process.**

21 1. Performance evaluations must be documented in writing on forms prescribed by  
22 the District. The supervisor(s) will review the evaluation in a private meeting with  
23 the employee. The employee should sign the performance evaluation to  
24 acknowledge that the employee is aware of its contents and has discussed the  
25 evaluation with his/her supervisor; an employee's refusal to sign will be noted by  
26 the supervisor on the evaluation along with the date of the meeting. The employee's  
27 signature does not necessarily indicate agreement with its contents, and an  
28 employee's refusal to sign will not prevent the District from taking further steps  
29 based on the evaluation.

30 2. The employee will receive a copy of the evaluation after the meeting with the  
31 supervisor(s) and a copy of the evaluation will be placed in the employee's  
32 personnel file.

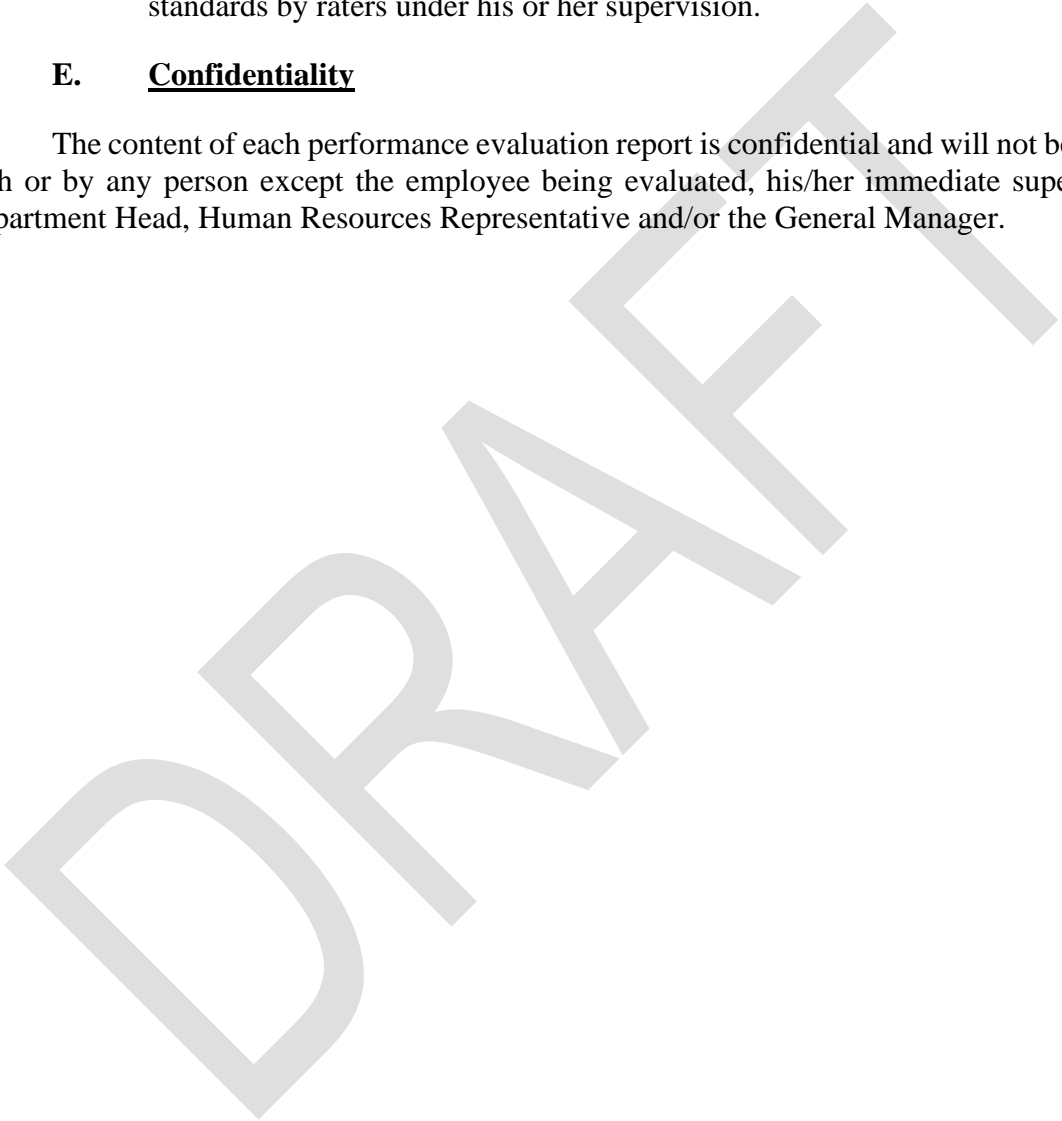
33 3. An employee does not have the right to appeal any matter relating to a performance  
34 evaluation. However, the employee may request an appointment to discuss any  
35 areas of disagreement with the Department Head.

- 1           4.     The employee has the right to comment on the evaluation in a written statement  
2           which will then be placed with the evaluation in the employee’s personnel file. The  
3           written statement must be submitted within 30 calendar days after the employee  
4           receives the evaluation. The employee’s right to submit a written statement does  
5           not preclude a supervisor from taking immediate steps to address performance  
6           issues, including but not limited to implementing a performance improvement plan.
- 7           5.     The Department Head is responsible for stressing uniformity in the application of  
8           standards by raters under his or her supervision.

9           **E.     Confidentiality**

10           The content of each performance evaluation report is confidential and will not be discussed  
11           with or by any person except the employee being evaluated, his/her immediate supervisor, the  
12           Department Head, Human Resources Representative and/or the General Manager.

13



1   **RULE XIII   RECORDS AND REPORTS**

2       **A.   Personnel Files.**

3       1.   Maintenance.   The District maintains a personnel file on each employee.   An  
4       employee’s personnel file will contain only material that the District determines is  
5       necessary and relevant to the administration of the District’s personnel program.  
6       Personnel files are the property of the District, and access to the information they  
7       contain is restricted, subject to, and in accordance with, this Policy.

8       2.   Disclosure of Information.   Upon request, the District will release information  
9       about its employees only to the extent required by law.   The District will not  
10      disclose personnel information if it believes doing so would constitute an  
11      unwarranted invasion of personal privacy or jeopardize the safety of law  
12      enforcement personnel.

13      3.   Inspection of a Current or Former Employee's Personnel File.

14      a.   A current or former employee wishing to inspect his/her personnel file must  
15      submit a written request to the Human Resources Representative.   Reasonable proof of identity may be required for former employees.   A  
16      current or former employee who seeks to authorize another person to inspect  
17      copies of his/her personnel file must provide a satisfactory written  
18      authorization for inclusion with the written request along with proof of  
19      identity.  
20

21      b.   The District will issue a written notice setting a date for inspection of the  
22      personnel file within thirty calendar days of receipt of the request, to take  
23      place during normal business hours.   With the requesting person's written  
24      consent, the date for inspection may be extended on one occasion by up to  
25      five calendar days.   If the requesting person is a former employee who was  
26      terminated for violation of District rule, policy, or law involving harassment  
27      or workplace violence, the District will have discretion to mail a copy of the  
28      personnel file at the District’s expense instead of scheduling an in-person  
29      inspection.

30      c.   A current employee may inspect his/her personnel file at the place the  
31      employee reports to work, or may instead consent to inspect his/her  
32      personnel file at the District Administration Office without loss of  
33      compensation.   Inspection by former employees and authorized  
34      representatives will take place at the District Administration Office, unless  
35      otherwise mutually agreed in writing by the District, and may require  
36      additional reasonable proof of identity.

37      d.   A designated Human Resources employee must be present throughout the  
38      inspection.   No personnel files nor contents of personnel files may be  
39      removed from the place of inspection without advance written authorization  
40      from the Human Resources Representative.

1           4.     Obtaining Copies of a Current or Former Employee's Personnel File:

2           a.     A current or former employee wishing to obtain copies of documents or  
3           other materials in his/her personnel file must submit a written request to the  
4           Human Resources Representative along with reasonable proof of identity.  
5           A current or former employee who seeks to authorize another person to  
6           obtain copies of his/her personnel file must provide a satisfactory written  
7           authorization for inclusion with the written request. Reasonable proof of  
8           identity may be required at the time of in-person pick up of requested  
9           documents.

10          b.     The District will issue a written notice setting a date on which the requested  
11          copies may be picked up in person during normal business hours and  
12          identifying the cost of reproduction that must be paid to the District at the  
13          time of pick up. The date for in-person pick up of the documents will be no  
14          more than thirty calendar days after receipt of the request by the Human  
15          Resources Representative. With the requesting person's written consent,  
16          that date may be extended on one occasion by up to five calendar days. If  
17          the requesting person is a former employee who was terminated for  
18          violation of District policy or law involving harassment or workplace  
19          violence, the District will have discretion to mail a copy of the personnel  
20          file at the expense of the District instead of scheduling an in-person pick up.

21          c.     If the requesting person chooses delivery by mail instead of in-person pick  
22          up, the notice provided by the District under Section A.4.b. of this Rule will  
23          also identify the additional actual postage expenses for which the requesting  
24          person must reimburse the District prior to receipt of the copies.

25          5.     Contact Information. Each employee is responsible for keeping his/her file up to  
26          date by notifying the Human Resources Representative of any changes to relevant  
27          personal information, including, but not limited to change of address, contact  
28          information, emergency contact information, and number and names of dependents  
29          for health benefit maintenance.

30          6.     Medical Information. All medical information about an employee or applicant is  
31          kept separately and is treated as confidential, in accordance with applicable state or  
32          federal law. The District will not request or obtain medical information about an  
33          employee or applicant except in compliance with the California Confidentiality of  
34          Medical Information Act. To enable the District to obtain certain medical  
35          information, the employee or applicant may be requested to sign an authorization  
36          that complies with the requirements of the Confidentiality of Medical Information  
37          Act.

38          **References**

39                 All requests from outside the District for reference checks or verification of employment  
40                 concerning any current or former employee must be referred to the Human Resources

1 Representative. Unless a signed release is provided by the current or former employee, only the  
2 following limited information will be provided: dates of employment, compensation, and title  
3 upon departure. Supervisors are not authorized to provide information in response to requests for  
4 reference checks or verification of employment without prior approval of the Human Resources  
5 Representative.

6

DRAFT



1 **RULE XIV DISASTER AND EMERGENCY SERVICES WORKERS**

2 **A. All Employees Designated as Disaster Workers.**

3 The protection of the health and safety, and the preservation of lives and property from the  
4 effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or  
5 extreme peril to life, property, and resources, is paramount to the District. When a disaster strikes,  
6 the community looks to District employees for leadership and assistance in mitigating its effects.  
7 The assistance of District employees is vital to ensuring that this community recovers from a  
8 disaster as quickly as possible. It is important that all District employees be available to assist in  
9 responding to disasters, regardless of the position they hold. As such, in accordance with the  
10 provisions of Government Code sections 3100 and following, all District employees are declared  
11 to be Disaster Service Workers.

12 **B. Declaration of Disaster or Emergency.**

13 Upon the declaration of a disaster or an emergency, employees are required to follow  
14 direction given in accordance with the District’s Emergency Operations Plan.

15 **C. Employee Responsibilities.**

16 1. Off-Duty Procedures.

17 a. Employees with Pre-designated Roles. After ensuring that their families are  
18 safe and any short-term arrangements have been made for their families'  
19 security, employees who have pre-designated emergency or disaster roles  
20 must respond according to those established procedures.

21 b. Employees without Pre-designated Roles.

22 i. Communication Systems Not Functioning. When the telephones or  
23 other communication devices are not functioning, employees who  
24 do not have pre-designated emergency or disaster roles should  
25 gather information from radio and television broadcasts, and comply  
26 with any instructions given for District employees. Unless an  
27 employee cannot physically report to work, all District employees  
28 are expected to report to work at their normally scheduled time after  
29 ensuring the safety and security of their own families.

30 ii. Communication Systems Are Functioning. If the telephones or  
31 other communication devices are working, employees must make  
32 every effort to contact their immediate supervisor for instructions as  
33 soon as possible. Unless otherwise instructed or if it is physically  
34 impossible for the employee to report to work, all District  
35 employees are expected to report to work at their normally  
36 scheduled time after ensuring the safety and security of their own  
37 families.

- 1           2.    On-Duty Procedures.  If the disaster occurs during normal working hours,  
2 employees should immediately follow the policy and procedures established by the  
3 District’s Emergency Operations Plan, and any additional orders given for  
4 performing disaster work by the employee’s supervisor.  
  
5           a.    Remain On Duty.  All employees are expected to remain on duty at their  
6 normal work location or at a disaster location, unless dismissed by the  
7 proper authority designated in the District’s Emergency Operations Plan.  
8 Every attempt possible will be made by the District to assist each employee  
9 in communicating with his/her family.  
  
10          b.    Ongoing Disasters.  For disasters extending beyond the normal work day,  
11 employees are required to follow the direction and order of the proper  
12 authority as designated in the District’s Emergency Operations Plan.  
  
13          3.    Disaster Duties.  Employees must perform those duties designated in the District’s  
14 Emergency Operations Plan, and any additional duties assigned by the proper  
15 authority as stated in the District’s Emergency Operations Plan.  Employees may  
16 be required to perform duties outside their normal job description during a disaster.

17           **D.    Employees Physically Unable to Report to Work.**

18           In the event that an employee is unable to return to work because road and transit conditions  
19 prevent travel by automobile, public transit, or other conveyance, he/she has the option to become  
20 a disaster service worker in the city where he/she resides.  Any employee who cannot return to the  
21 District and serves as a disaster worker for another municipality is required to contact the personnel  
22 department of that municipality for further instructions and to obtain written documentation of  
23 his/her assignment.  The employee is required to notify his/her immediate supervisor of his/her  
24 working in the other municipality.

- 25           1.    Compensation for Work Performed at Another Municipality.  Employees who are  
26 unable to report to work during a disaster will be entitled to receive compensation  
27 from the District for the service performed at another municipality, provided that  
28 the employee provide written proof from the other municipality of the amount of  
29 time the employee worked there.  That information should be logged on the  
30 employee’s timesheet and submitted through the normal payroll process.  
31 Alternatively, the employee may present written proof from the other municipality  
32 that the employee offered his/her services, but that the other municipality rejected  
33 his/her assistance.  
  
34           2.    Returning to the District.  Employees are required to communicate with their  
35 supervisor as soon as possible, and are required to return to their normal or disaster  
36 duties at the District as soon as travel, by any reasonable means, to the District is  
37 possible.

1           **E.     Timekeeping Requirements.**

2           All employees are required to complete special timekeeping forms daily, which will keep  
3 a record of the following information:

- 4           1.     The kind of disaster work performed;
- 5           2.     The number of hours worked; and
- 6           3.     The location where work was performed.

7           **F.     Failure to Report to Work During a Disaster.**

- 8           1.     An employee who fails to report to work as a disaster worker at the District or at  
9 another municipality will be considered on unpaid leave during the duration of the  
10 emergency, unless the employee submits documentation that supports justification  
11 to receive paid leave.
- 12          2.     An employee who fails to report to work as a disaster worker at the District or at  
13 another municipality may be subject to discipline, up to and including termination,  
14 unless the employee submits sufficient justification for failure to report to work.

1 **RULE XV DISCIPLINE**

2 **A. In General.**

3 This Rule will apply only to regular, full-time employees. District employees who are  
4 employed "at-will," or who are part-time, temporary, or probationary, are not subject to the  
5 requirement of good cause, and are not entitled to pre-discipline procedures or appeals under these  
6 policies. The types of disciplinary action included under this Policy are verbal and written  
7 reprimands, suspension without pay, involuntary demotion, reduction in pay, and  
8 discharge/termination. The District is not required to take disciplinary actions in sequential or  
9 progressive order.

10 **B. Types of Discipline.**

11 The District may impose the following types of disciplinary actions: The level of the  
12 disciplinary action taken will be commensurate with the offense; however, the prior employment  
13 and disciplinary history of the employee may also be considered pertinent.

14 1. Verbal and Written Reprimands

15 a. A verbal or written reprimand is a formal notice to an employee that further  
16 disciplinary action will be taken unless the employee's behavior or  
17 performance improves. Reprimands may be issued by a supervisor,  
18 Department Head, or the General Manager.

19 b. The reprimand will state the nature of the infraction or misconduct, identify  
20 the facts supporting the written reprimand, including dates and times of  
21 underlying events, and describe the corrective action that must be taken by  
22 the employee to avoid further disciplinary action being imposed.

23 c. A written reprimand will be signed by the person issuing it, countersigned  
24 by the employee, and filed with the Human Resources Representative for  
25 inclusion in the employee's personnel file. If the employee refuses to sign,  
26 that refusal will be noted instead on the written reprimand. A copy of the  
27 reprimand will be provided to the employee.

28 d. The employee may file a written response to the written reprimand with the  
29 Human Resources Representative within five working days from the date  
30 of receipt. The employee's timely written response will be included in the  
31 employee's personnel file with the written reprimand. No other form of  
32 response to, or appeal or grievance of a written reprimand is available.

33 2. Suspension Without Pay

34 a. The General Manager, or other designated management level employee  
35 may suspend an employee without pay for disciplinary reasons. Employees  
36 suspended from employment without pay will forfeit the right to accrue or

1 receive any rights, privileges, or benefits during the suspension period, with  
2 the exception of insurance benefits.

3 b. A non-exempt employee is not eligible to work overtime during any  
4 workweek in which a suspension is imposed. Exceptions to this eligibility  
5 rule may be granted in an emergency situation by the Department Head,  
6 with the concurrence of the General Manager.

7 c. Employees may be suspended without pay under this Section for up to a  
8 maximum of 30 calendar days, consecutively or cumulatively, in any fiscal  
9 year, in accordance with Section F below.

10 3. Involuntary Demotion. Employees may be demoted involuntarily from their  
11 positions for disciplinary reasons, including but not limited to when performance  
12 of required duties falls below standard.

13 4. Reduction in Pay. A reduction of pay is a disciplinary action, unless such reduction  
14 is part of the general plan to reduce all employees' salaries and wages as part of an  
15 economic program, in which case these disciplinary procedures do not apply. A  
16 reduction in pay will be subject to the disciplinary procedure applicable to the  
17 equivalent length of suspension in terms of loss of pay.

18 5. Discharge/Termination. An employee may be terminated from his/her position for  
19 disciplinary reasons. Any termination will be taken in accordance with the  
20 procedures set forth in Section F below. Employees terminated in accordance with  
21 these Rules will forfeit entitlement to all employee benefits except benefits to which  
22 the employee is statutorily entitled or otherwise entitled under these Policies.

23 **C. Administrative Leave/"Relief of Duty".**

24 In accordance with Section G.2. of Rule X, the Department Head, in consultation with the  
25 General Manager, may, verbally or in writing, cause the temporary assignment of an employee to  
26 status of administrative leave with pay pending conduct or completion of such investigations or  
27 opportunity to respond as may be required to determine if disciplinary action is to be taken. In the  
28 event of a verbal notice, the Human Resources Representative or Department Head will confirm  
29 the action by giving the employee written notice. If and when the employee is to be returned to  
30 duty, the District will provide the employee with written notice of when he/she should return to  
31 duty, a copy of which will be retained in the employee's personnel file for payroll purposes.

32 **D. Grounds for Disciplinary Action.**

33 1. Disciplinary measures may be taken for any good cause. Good cause may exist not  
34 only when there has been an improper act or omission by an employee in the  
35 employee's official capacity, but when any conduct by an employee violates  
36 District policy, brings discredit to the District, affects the employee's ability to  
37 perform his/her duties, causes other employees not to be able to perform their  
38 duties, or involves any improper use of an employee's position for personal

1 advantage or the advantage of others. Good cause may also exist if an employee is  
2 unable to perform the duties of his/her position for an extended period of time.

3 2. Causes for disciplinary action against an employee may include, but are not limited  
4 to, the following:

5 a. Deliberate falsification, misstatement, or omission of fact in completion of  
6 District records, including, but not limited to, information provided in the  
7 employment application or to secure appointment to a position with the  
8 District, or in time records.

9 b. Dishonesty; furnishing knowingly false information, or dishonesty in the  
10 course of the employee's duties and responsibilities.

11 c. Inefficiency, incompetence, carelessness or negligence in the performance  
12 of duties.

13 d. Violation of safety rules or standards or failure to comply with the District's  
14 adopted Injury and Illness Prevention Program

15 e. Violation of any of the provisions of these Policies, department rules and  
16 regulations, District policies, or District ordinances or resolutions.

17 f. Unsatisfactory job performance or inefficiency in performance of job  
18 duties; inability to perform the duties of the position.

19 g. Tardiness, overstaying meal periods, or leaving early without authorization.

20 h. Being under the influence of an intoxicating substance or non-prescription  
21 drug, or prescription drugs not authorized by the employee's physician,  
22 while on duty or on District property, or any other violations of the District's  
23 Drug Free Workplace Policy.

24 i. Disobedience to proper authority, insubordination, refusal or failure to  
25 perform assigned work, to comply with a lawful order, or to accept a  
26 reasonable and proper assignment from an authorized supervisor.

27 j. Harassment, discrimination, or retaliation, as prohibited by law or by these  
28 Policies or other District policy;

29 k. Unauthorized absence; or failure to report after an authorized leave of  
30 absence has expired or after a requested leave of absence has been  
31 disapproved, revoked or canceled.

32 l. Conviction of a felony, or conviction of a misdemeanor involving moral  
33 turpitude, or a violation of a federal, state or local law which negatively  
34 reflects upon the employee's fitness to effectively perform his/her job or  
35 brings discredit to the District.

- 1 m. Discourteous, disrespectful, and/or offensive treatment of the public,  
2 contractors, vendors, or other employees, or treatment that does not foster  
3 cooperation.
- 4 n. Misuse or improper or unauthorized use of District property, equipment or  
5 supplies, damage to or negligence in the care and handling of District  
6 property, equipment or supplies.
- 7 o. Fighting, horseplay, assault and/or battery, while on duty, in uniform, or  
8 under the guise of office.
- 9 p. Theft or sabotage of District property or the personal property of another.
- 10 q. Sleeping on the job, except as specifically authorized.
- 11 r. Soliciting, receiving or accepting, directly or indirectly, any money, gift,  
12 reward, service, gratuity favor, hospitality, loan or other consideration for  
13 any service or official action rendered by the employee in violation of  
14 federal, state, or local law, or in violation of District policy.
- 15 s. Intimidation or interference with the rights of any employee on the job;  
16 engaging in behavior designed to create discord and lack of harmony;  
17 displaying a consistent disgruntled or bad attitude; or willfully restricting  
18 work output or encouraging others to do the same.
- 19 t. Outside employment, enterprise, or activity or associated conduct that  
20 creates a conflict of interest with District work, that causes discredit to the  
21 District, that negatively impacts the effective performance of District  
22 functions, or that is not compatible with good public service or interests of  
23 the District service.
- 24 u. Failure to obtain and/or maintain the necessary license or certification  
25 specified for the position; failure to maintain minimum qualifications for a  
26 position including required licenses or certificates, or other failure to  
27 maintain any employment qualification.
- 28 v. Abusive or intemperate language toward or in the presence of others in the  
29 workplace.
- 30 w. Gambling on District property or while on duty.
- 31 x. Use of influence of position with the District for private gain or advantage,  
32 or the use of time, facilities, equipment or supplies for private gain or  
33 advantage;
- 34 y. Unauthorized possession of firearms, weapons or explosives on District  
35 property, in a District vehicle, while in District uniform, or while on duty;  
36 or displaying or brandishing any firearm or weapon, whether in jest or

1 otherwise, in any manner which can be construed as a careless, threatening  
2 or dangerous manner, except in the performance of official duties

3 z. Disclosure of confidential or proprietary District information to  
4 unauthorized persons, employees, or organizations; or

5 aa. Any other conduct of equal gravity to the reasons enumerated above as  
6 determined by the District.

7 **E. Authority to Discipline.**

8 a. As explained in Section B. of this Rule, the General Manager and the  
9 Department Heads have the authority to reprimand, demote, reduce the pay  
10 of, suspend, or terminate regular employees for reasonable cause.  
11 Supervisors have the authority to reprimand employees. Exempt employees  
12 will not be subject to any disciplinary action that would eliminate their  
13 exempt status under applicable state or federal wage and hour laws.

14 b. The General Manager or his/her designee will be the Skelly Officer, who  
15 will initiate all proposed suspensions, involuntary demotions, reductions in  
16 pay, and terminations with a Notice of Intent.

17 c. In the event that the General Manager intends to discipline an employee  
18 directly, the General Manager will be the Skelly Officer.

19 **F. The Disciplinary Process.**

20 1. Notice of Intent.

21 a. The Skelly Officer will deliver a Notice of Intent to the affected employee  
22 personally or by either overnight mail and/or certified or registered mail,  
23 return receipt requested, at the employee's last known address.

24 b. The Notice of Intent will include the following:

25 i. A statement which clearly defines the intent to take action, the  
26 proposed action to be taken, and, where practicable, the proposed  
27 effective beginning and ending time of the intended action.

28 ii. A statement of the specific grounds and particular facts upon which  
29 the proposed disciplinary action will be taken.

30 iii. A copy of all written materials, reports, or documents upon which  
31 the intended action is based.

32 iv. A statement that the employee will be afforded the right to respond  
33 to the Notice of Intent, either verbally or in writing, or both within



1 five working days from receipt of the intended disciplinary action,  
2 to the Skelly Officer who issued it.

3 c. The employee's signature on the Notice of Intent will acknowledge receipt  
4 by the employee. If the employee refuses to sign, that refusal will be noted  
5 on the Notice of Intent.

6 d. The Notice of Intent will be delivered to the affected employee at least ten  
7 working days prior to the proposed effective date of the disciplinary action,  
8 unless for emergency reasons it is necessary to implement the disciplinary  
9 action immediately to protect the life, health, or safety of other employees  
10 or the public. Should such emergency action be taken, the employee will  
11 be given notice of the disciplinary action as soon as possible before or after  
12 the imposition of the action.

13 e. A copy of the Notice of Intent will be filed with Human Resources.

14 2. Employee Response to Notice of Intent.

15 a. Within five working days after the employee has been served with the  
16 Notice of Intent, the employee will have the right to respond, verbally or in  
17 writing, at the employee's option, to the Skelly Officer concerning the  
18 proposed disciplinary action. If, within the five working days response  
19 period, the employee does not provide a written or verbal response, the  
20 proposed action will be considered conclusive and will take effect as set  
21 forth in the Notice of Intent.

22 b. If, after meeting with the employee or reviewing a written response, the  
23 Skelly Officer determines that the employee's response warrants further  
24 investigation, he/she may delay the implementation or modification of the  
25 proposed disciplinary action until such time as the further investigation is  
26 completed. In the event the investigation produces facts that warrant more  
27 severe disciplinary action than originally proposed, the Skelly Officer will  
28 re-implement the notification procedures in Section F.1. of this Rule.

29 3. Final Decision and Notice of Imposition. The Skelly Officer has the authority, after  
30 considering the employee's response and additional investigation, if any, to modify,  
31 revoke, or impose the proposed disciplinary action.

32 a. If the Skelly Officer decides to modify the proposed action, then he/she will  
33 notify the employee by either issuing a revised Notice of Intent (for more  
34 severe disciplinary action than originally proposed) or a Notice of  
35 Imposition (for less severe disciplinary action than originally proposed).  
36 The Notice of Imposition will also include the effective date of any  
37 disciplinary action issued. The decision of the Skelly Officer is final and  
38 will be imposed.

- 1 b. If the Skelly Officer decides to revoke the disciplinary action, he/she will  
2 advise the employee in writing, and the original Notice of Intent to impose  
3 disciplinary action will be withdrawn with no record made in the  
4 employee's personnel file.
- 5 c. If the Skelly Officer decides to implement the discipline as originally  
6 proposed in the Notice of Intent, the Skelly Officer will notify the employee  
7 in writing by providing the employee with a Notice of Imposition. The  
8 Notice of Imposition will also include the effective date of any disciplinary  
9 action issued. The decision of the Skelly Officer is final and will be  
10 imposed.
- 11 4. Delivery of Notice of Imposition or Final Decision. The Notice of Imposition or  
12 other final decision of the Skelly Officer will be delivered to the affected employee  
13 personally or sent to the employee by either overnight mail and/or certified or  
14 registered mail, return receipt requested, at the employee's last known address.
- 15 **G. Appeal of Disciplinary Action.**
- 16 1. Disciplinary Actions Subject to Appeal. An employee may appeal a final decision  
17 of discipline if the discipline imposed was a termination, demotion, suspension  
18 without pay for five or more days, or a reduction in pay that is equal to the financial  
19 loss caused by a suspension without pay for five or more days.
- 20 2. Timeframe for Appeal. The employee may exercise the right to appeal by  
21 submitting a written request for an appeal hearing before the General Manager  
22 within ten working days from receipt of the Notice of Imposition.
- 23 3. Failure to Request Disciplinary Appeal Hearing. If the employee fails to request a  
24 disciplinary appeal hearing within the prescribed time and manner, the employee  
25 waives the right to an appeal hearing and all rights to further appeal of the  
26 disciplinary action.
- 27 4. Scheduling of Disciplinary Appeal Hearing. The District will schedule any  
28 disciplinary appeal hearing within a reasonable time after the filing of the  
29 employee's request, considering the availability of all parties and witnesses.
- 30 5. Hearing Officer.
- 31 a. General Manager. The General Manager will be the Hearing Officer for  
32 disciplinary appeal hearings for matters in which the General Manager did  
33 not serve as the Skelly Officer, unless the General Manager exercises  
34 his/her discretion to designate a third-party hearing officer. The General  
35 Manager may have the assistance of legal counsel when fulfilling the role  
36 of Hearing Officer.
- 37 b. Third Party Hearing Officer.

- 1 i. The General Manager has the discretion to designate a third party as  
2 the Hearing Officer for any disciplinary appeal hearing. When the  
3 General Manager designates a third party as the Hearing Officer, the  
4 Hearing Officer's decision will be advisory to the General Manager,  
5 who will review it and make the final determination. However, if  
6 the General Manager was the Skelly Officer for the matter under  
7 appeal, the Hearing Officer's decision will be binding on the  
8 District.
- 9 ii. When a third party is to be designated as the Hearing Officer, the  
10 District and the employee may attempt to agree upon a potential  
11 hearing officer.
- 12 iii. If the District and employee are unable to agree upon a potential  
13 hearing officer, the District will request and obtain a list of seven  
14 potential hearing officers from the State Mediation & Conciliation  
15 Service or similar neutral, outside entity. The District and the  
16 employee will then mutually select the Hearing Officer by striking  
17 names from the list in alternating turns, with the District striking  
18 first.
- 19 iv. If there is any cost associated with a third-party Hearing Officer, the  
20 cost will be borne entirely by the District.
- 21 6. Representation at Disciplinary Appeal Hearing. At the disciplinary appeal hearing,  
22 the employee may be represented by counsel or other representative. The employee  
23 may not be represented by a person who will be called as a witness.
- 24 7. Employee Appearance at Disciplinary Appeal Hearing. An employee who requests  
25 a disciplinary appeal hearing must be present during his/her disciplinary appeal  
26 hearing. Failure of the employee to be present will constitute a waiver of the  
27 employee's right to an appeal. Waiver will not occur if the employee can  
28 demonstrate good cause for his/her failure to be present within three working days  
29 from the date the employee fails to appear.
- 30 8. Production of Witnesses and Documents. The Hearing Officer has the authority to  
31 compel the attendance of witnesses, and to require the production of documents.  
32 The Hearing Officer also has the authority to require the identification of witnesses,  
33 documents, and other evidence in advance of the disciplinary appeal hearing.
- 34 9. Conduct of Disciplinary Appeal Hearing. The proceedings before the Hearing  
35 Officer will be conducted as follows:
- 36 a. The District and the employee have the following rights:
- 37 i. To call and examine witnesses;
- 38 ii. To introduce exhibits;

- 1                   iii.     To cross-examine opposing witnesses on any matter relevant to the  
2                                   issue, even if the matter is not covered in the direct examination;
- 3                   iv.     To impeach any witness regardless of which party first called  
4                                   him/her to testify;
- 5                   v.     To rebut the evidence against them; and
- 6                   vi.     To present oral and written arguments.
- 7                   b.     The District has the burden of proof, and the burden will be by the  
8                                   preponderance of the evidence.
- 9                   c.     The hearing need not be conducted in accordance with the technical rules  
10                                  relating to evidence and witnesses, but will be conducted in a manner most  
11                                  conducive to the determination of the truth. Any relevant evidence may be  
12                                  admitted if it is the sort of evidence on which responsible persons are  
13                                  accustomed to rely in the conduct of serious affairs, regardless of the  
14                                  existence of any common law or statutory rules which might make  
15                                  admission of such evidence improper over objection in a court of law.  
16                                  Decisions made by the Hearing Officer will not be invalidated by any  
17                                  informality in the proceedings.
- 18                   d.     The Hearing Officer may not take testimony from one party outside the  
19                                  presence of the other or engage in *ex parte* communications with the parties.
- 20                   e.     Hearsay evidence may be used for the purpose of explaining any direct  
21                                  evidence, but will not be sufficient to support a finding, unless it would be  
22                                  admissible over objections in civil actions.
- 23                   f.     The rules of privilege will be effective to the same extent that they are now  
24                                  or hereafter may be recognized in civil actions.
- 25                   g.     The Hearing Officer will determine the relevancy, weight, and credibility  
26                                  of testimony and evidence. Irrelevant evidence and unduly repetitious  
27                                  evidence will be excluded. The Hearing Officer will have the power to  
28                                  exclude any witnesses and other persons not necessary to the proceedings.

29                   **H.     Hearing Officer's Decision.**

- 30                   1.     General Manager as Hearing Officer. Within 30 working days after the disciplinary  
31                                  hearing, the Hearing Officer will issue a written decision containing findings of fact  
32                                  and conclusions of law. The Hearing Officer has the authority to affirm, revoke, or  
33                                  reduce the disciplinary action imposed against the employee. The Hearing Officer  
34                                  may not provide for discipline more stringent than that imposed by the Skelly  
35                                  Officer. The Hearing Officer's decision constitutes a final resolution of any  
36                                  disciplinary action and no further appeal will be permitted within the District's

1 administrative process. A copy of the Hearing Officer’s decision will be provided  
2 to the charged employee, and may be placed in the employee’s personnel file.

3 2. Third Party as Hearing Officer.

4 a. Within 30 working days after the disciplinary hearing, the Hearing Officer  
5 will issue an advisory, written decision containing findings of fact and  
6 conclusions of law. The Hearing Officer will recommend that the General  
7 Manager affirm, revoke, or reduce the disciplinary action imposed against  
8 the employee. The Hearing Officer may not recommend discipline more  
9 stringent than that imposed by the Skelly Officer. In preparing his/her  
10 recommendation, the Hearing Officer does not have binding authority to  
11 add, modify, or subtract from an applicable Memorandum of  
12 Understanding, these Policies, or any resolutions, ordinances, or policies  
13 adopted by the District. Further, the Hearing Officer does not have the  
14 authority or power to render a binding decision that requires the District to  
15 expend additional funds, to hire additional personnel, to buy additional  
16 equipment or supplies, or to pay wages or benefits not specifically provided  
17 for in an applicable Memorandum of Understanding, these Policies, or any  
18 resolutions, ordinances, or policies adopted by the District. The Hearing  
19 Officer does not have the authority to require the District to perform any  
20 other action that would violate state or federal laws.

21 b. The General Manager will then have 30 working days after receiving the  
22 Hearing Officer’s decision to issue a final written decision that either  
23 affirms, revokes, or modifies the Hearing Officer’s recommendation. The  
24 General Manager’s decision constitutes a final resolution of any  
25 disciplinary action and no further appeal will be permitted within the  
26 District’s administrative process. A copy of the General Manager’s  
27 decision will be provided to the charged employee, and may be placed in  
28 the employee’s personnel file.

29 3. Extension of Time. The time limits specified for the decision of the Hearing Officer  
30 and any review by the General Manager of a third-party Hearing Officer’s decision  
31 may be extended by mutual, written agreement.

1 **RULE XVI GRIEVANCES**

2 **A. Purpose and Applicability of Grievance Procedure.**

3 The grievance procedure is used to resolve employee complaints regarding an alleged  
4 violation or interpretation of the District's written personnel policies, or these Policies.  
5 Specifically excluded from the grievance procedures are the following:

- 6 1. Performance evaluations or performance improvement plans;
- 7 2. Deferred or denied merit salary increases;
- 8 3. Verbal or written counseling;
- 9 4. Any disciplinary action or the process of imposing discipline;
- 10 5. Policy decisions of the Board of Directors;
- 11 6. Transfer to another position without a loss of pay; and
- 12 7. Matters for which there is a separate appeal, including, but not limited to,  
13 disciplinary action, or for which a separate process has been established under these  
14 Policies or other District policy.

15 **B. Definitions.**

16 The following definitions will be applicable for purposes of this Section only:

- 17 1. Grievance. An expressed claim by a regular employee that the District has violated,  
18 misinterpreted, or misapplied an obligation to that employee as such obligation is  
19 expressed and written in the District's written personnel policies, or these Policies.
- 20 2. Grievance Procedure. The process by which the validity of a grievance is  
21 determined.
- 22 3. Representative. A person who at the request of the employee or management is  
23 invited to participate in a grievance conference.

24 **C. General Provisions.**

- 25 1. Representation. An employee may have a representative present during grievance  
26 meetings.
- 27 2. Retaliation Prohibited. The District will not retaliate against any employee because  
28 of his/her good faith use of the grievance procedure.

- 1           3.    Time Limits.
- 2           a.    Failure by the District at any step of this grievance procedure to
- 3           communicate the decision on the grievance within the specified time limits
- 4           will permit the aggrieved employee to proceed to the next step.
- 5           b.    Failure of the aggrieved employee, at any step of this grievance procedure,
- 6           to submit the decision on a grievance to the next step within the specified
- 7           time limit will be deemed acceptance of the decision rendered.
- 8           c.    Failure by the aggrieved employee, at any step of this grievance procedure,
- 9           to comply fully with the requirements of this Section within the specified
- 10          time limit will be grounds for denial of the grievance.
- 11          d.    The time limits specified at any step in this grievance procedure may be
- 12          extended by mutual, written agreement.
- 13          4.    Time Off for Grievance Conferences. Grievance conferences will normally be
- 14          conducted during the employee's regularly scheduled working hours at a mutually
- 15          convenient time. Reasonable time off without loss of pay will be given to an
- 16          employee who has a grievance and to his/her representative, if also an employee,
- 17          in order to participate in the grievance conferences. However, employees are not
- 18          entitled to time off to prepare for his/her grievance hearings.
- 19          5.    Requested Referral to Alternate Manager. If a grievance regards conduct by the
- 20          supervisor or manager who would be responsible for hearing the grievance at any
- 21          step in the procedure set forth in Section E., below, the aggrieved employee may
- 22          instead request approval to submit the grievance to the Human Resources
- 23          Representative, or if the grievance regards conduct by the Human Resources
- 24          Representative, to the General Manager. The time limits set forth in Section E.,
- 25          below, will be tolled from the date of the employee's written request to the Human
- 26          Resources Representative or General Manager until the date of the District's written
- 27          response to such a request.
- 28          6.    Effect of Condensed Chain of Command on Grievance Procedure:
- 29          a.    If the aggrieved employee's Department Head also functions as his/her sole
- 30          immediate supervisor at the time the grievance is submitted, then the
- 31          employee may request that the Department Head permit the employee to
- 32          combine Steps One and Two.
- 33          b.    The District will respond in writing to grant or deny such a request, and if
- 34          granted, will confirm the step of the Grievance Procedure that will be
- 35          deemed to apply. The time limits set forth in Section E., below, will be
- 36          tolled from the date of the employee's written request until the date of the
- 37          District's written response to such a request.

1       **D.     Required Contents for Written Grievances.**

2       All written grievances must contain the following components:

- 3       1.     A statement of the event(s) forming the basis for the grievance;
- 4       2.     The provision of the personnel policy, or Policy alleged to have been violated;
- 5       3.     A description of the relief sought by the employee;
- 6       4.     Identification of any potential witnesses;
- 7       5.     Any relevant documents or other evidence believed to support the grievance.

8       **E.     Grievance Procedure.**

- 9       1.     Step One. The employee will inform his/her immediate supervisor of the grievance  
10       within twenty-one calendar days after the employee knows, or in the exercise of  
11       reasonable diligence should have known, of the events giving rise to the grievance.  
12       The employee and the supervisor will discuss the grievance. The supervisor will,  
13       within ten working days of the discussion, issue a written decision to the employee.
- 14       2.     Step Two. Within ten working days from receipt of the written decision from the  
15       supervisor, the employee, if he/she wishes to appeal the decision, will submit  
16       his/her formal, written grievance to the Department Head. The Department Head  
17       or his/her designated representative will, within ten working days of the notification  
18       as required above, have a discussion with the employee concerning the grievance.  
19       The Department Head or his/her designated representative will, within ten working  
20       days of the discussion, issue a written decision to the employee.
- 21       3.     Step Three. Within ten working days from receipt of the written decision from the  
22       Department Head, the employee, if he/she wishes to appeal the decision, will  
23       submit his/her formal, written grievance to the General Manager. The General  
24       Manager or his/her designated representative will, within 20 working days of the  
25       written notice, render a written decision to the employee. The decision of the  
26       General Manager will be final and binding, and no further appeal may be had under  
27       the District's administrative processes.

28



1 **RULE XVII LAYOFF POLICY**

2 **A. Abolishment of Position.**

3 1. Whenever, in the judgment of the Board of Directors, it becomes necessary to  
4 abolish any position of employment, the employee holding such position or  
5 employment may be laid off or demoted without disciplinary action and without  
6 the right of appeal through either disciplinary appeal or grievance procedures. The  
7 Board of Directors may abolish such position only by a resolution, which will set  
8 forth in detail the reason, or necessity that requires the abolition of such position of  
9 employment.

10 2. The General Manager will determine the class and number of positions to be  
11 affected, the layoff date, and will notify the Department Head in writing of such  
12 reduction.

13 **B. Written Notice of Layoff.**

14 Any employee to be laid off will be given written notice of layoff not less than 14 days  
15 prior to the effective date of such layoff.

16 **C. Order of Layoff.**

17 1. Employees in the same class of positions will be laid off according to employment  
18 status in the following order: temporary, part-time, probationary, and then regular.  
19 Temporary, part-time, and probationary employees will be laid off according to the  
20 needs of the service as determined by the General Manager.

21 2. In cases where there are two or more regular employees in the class from which the  
22 layoff is to be made, such employees will be laid off on the basis of the most recent  
23 performance evaluation, with the employee with the least satisfactory performance  
24 being laid off first.

25 3. In cases where their most recent performance evaluations are equal, the employee  
26 with less seniority will be laid off first. For purposes of layoff, "seniority" is  
27 defined as time in the current class, with any ties determined based on total time  
28 employed by the District from the employee's date of hire to present.

29 **D. Vacancy and Demotion.**

30 Except as otherwise provided, whenever there is a reduction in the work force, the General  
31 Manager may, but is not required to, first demote an employee identified for lay-off to a vacancy,  
32 if any, within the department in a lower class for which the employee is qualified. Secondly,  
33 employees may request to demote to a vacant position within the organization. An employee  
34 requesting a demotion must file a written request with the Department Head within five working  
35 days of receiving written notice of layoff. The employee may only be demoted when the affected  
36 Department Head(s) and the General Manager approve the demotion. An employee who is offered

1 a demotion has the right to refuse the demotion without losing his/her right to be placed on a  
2 reemployment list in accordance with Section F, below.

3 **E. Specially Funded Positions.**

4 When a position is created and is funded by a grant of funds from the county, state or the  
5 federal government, the position will be automatically abolished when the funding is terminated.  
6 The incumbent of the position will be terminated on the date upon which the position is abolished  
7 and the layoff and reemployment procedures prescribed in these Policies are not applicable.

8 **F. Reemployment.**

9 1. Reemployment List.

10 a. The names of all regular and probationary employees who were laid off,  
11 reduced in class, displaced or who have received layoff notice and  
12 voluntarily resigned will be placed on a reemployment list for their former  
13 class(es). It will be the duty of the employee to provide an address and any  
14 forwarding information for contact to the District.

15 b. Whenever a vacancy occurs in the class for which a reemployment list  
16 exists, the District will send a certified letter advising the person of the  
17 opportunity to apply for reemployment.

18 c. Persons who refuse reemployment or fail to respond to a notice of vacancy  
19 will be dropped from the list.

20 2. Duration of Reemployment List. The reemployment list will be effective for a  
21 period of one year from the date of change in employee's status due to District  
22 layoff, except that persons appointed to regular positions of the same level as that  
23 which laid off, will, upon such appointment, be dropped from the list. Persons re-  
24 employed in a lower class, or on a temporary basis, will remain on the list for the  
25 higher position for the remainder of the one-year period.

26 3. Anniversary Date and Date of Hire. Upon reemployment, an employee's  
27 anniversary date and date of hire will remain the same as if the employee had  
28 remained employed the entire period of layoff.

29

1 **RULE XVIII SEPARATION FROM THE SERVICE**

2 **A. In General.**

3 1. Any employee separating from District service may be requested to attend an exit  
4 interview conducted by the employee's supervisor, Department Head, or the Human  
5 Resources Representative.

6 2. A separating employee must work the day following an observed holiday in order  
7 to receive holiday pay under Rule XI. Benefits (vacation, sick leave, medical, etc.)  
8 will be accrued up to and including the last day worked.

9 3. On or before an employee's last day of work, he/she must return all District  
10 property in his/her possession or for which he/she is responsible, including keys  
11 and District identification card.

12 **B. Resignation.**

13 To resign in good standing, an employee must inform the General Manager in writing at  
14 least two weeks in advance of the effective date of the resignation. The reason for leaving should  
15 be included in the resignation. This time limit may be waived by the General Manager. Failure  
16 to give the required notice may be cause for denying future employment by the District.  
17 Resignation will be deemed accepted upon submission.

18 **C. Abandonment of Position.**

19 An employee may be separated from employment if the employee is on an unauthorized  
20 leave of absence as set forth in Section B., of Rule X.

21 **D. Disciplinary Termination.**

22 A full-time employee may be separated from employment for disciplinary reasons as  
23 provided for in Rule XV.

24 **E. Layoff.**

25 As provided in Rule XVII, an employee may be separated from employment by layoff.

26 **F. Retirement.**

27 Retirement from employment will be subject to the terms and conditions of the District's  
28 retirement plan and the statutes, Rules, and regulations of CalPERS. Whenever employees meet  
29 the conditions for eligibility set forth in the District's retirement plan and applicable regulations  
30 they may elect to retire and receive benefits earned under the retirement plan.

31 **G. Disability.**

32 An employee may be separated for disability when the employee cannot perform the  
33 essential functions of the job, with or without a legally required reasonable accommodation, and

1 is either not eligible to retire for disability or waives that right voluntarily. A regular employee  
2 who is terminated under this Section will be afforded the procedures set forth in Rule XV.

3 **H. Death of the Employee.**

4 In the event of a death of an employee, payment of all earned wages due will be in  
5 accordance with the laws of the State of California. Unless otherwise provided by law, payment  
6 of any other funds due the deceased employee will be paid to the beneficiary so designated in  
7 writing by the employee.

8

DRAFT



## **BEAR VALLEY COMMUNITY SERVICES DISTRICT**

28999 South Lower Valley Road • Tehachapi, CA 93561-7460

PHONE 661-821-4428 • FAX 661-821-0180

1

2

### **BOARD OF DIRECTORS TRAINING, TRAVEL AND REIMBURSEMENT POLICY**

3

#### **A. Objective.**

5 It is the policy of the District to encourage Board development and excellence of performance by  
6 reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training,  
7 educational courses, participation with professional organizations, and attendance at local, state and  
8 national conferences associated with the interests of the District. In support of these goals, the  
9 District has adopted this policy.

#### **B. Training.**

- 11 1. Members of the Board of Directors are encouraged to attend educational conferences,  
12 seminars, trainings, and professional meetings when the purpose of any such activity is to  
13 improve District operation.
- 14 2. There is no limit as to the number of Directors attending a particular activity when it is  
15 apparent that attendance is beneficial to the District, as long as a majority of the members  
16 of a body do not discuss issues related to their local agency's business.
- 17 3. Directors shall not attend conference or training event when it is apparent that there is no  
18 significant benefit to the District.
- 19 4. Directors shall not attend or engage in any tour or journey for pleasure at public expense  
20 (e.g. "junkets" or other such events that are not beneficial to the District).
- 21 5. Attendance by Directors at seminars, workshops, courses, professional organization  
22 meetings, and conferences shall be approved by the Board of Directors prior to the District  
23 incurring any reimbursable costs.
- 24 6. Upon returning from educational conferences, seminars, trainings, and professional  
25 meetings where expenses are reimbursed by the District, Directors will either prepare a  
26 written or verbal report for presentation at the next regular meeting of the Board. Said  
27 report shall detail what was learned at the session(s) that will be of benefit to the District.  
28 Materials from the session(s) may be delivered to the District office to be included in the  
29 District library for the future use of other Directors and staff.
- 30 7. Expenses to the District for Board of Directors' training, education, and conferences should  
31 be kept to a minimum by utilizing recommendations for transportation and housing  
32 accommodations such as Directors traveling together whenever feasible and economically  
33 beneficial, and requesting reservations sufficiently in advance to secure discounted rates.

1 8. A Director shall not be reimbursed for expenses incurred at any educational conference,  
2 seminar, training, or professional meeting event if such event occurs after the District has  
3 announced that Director's pending resignation, or if such event occurs after an election in  
4 which it has been determined that the Director will not retain his or her seat on the Board.

5 **C. Travel Expenses.**

6 1. Lodging: Directors are expected to select reasonably priced lodging accommodations and are  
7 encouraged to utilize hotel(s) recommended by the event sponsor in order to obtain discounted  
8 rates. All claims for lodging reimbursement must be supported by original receipts that show:

- 9 • The name of the hotel  
10 • The number of occupants  
11 • The goods or services for which each individual charge is made (room rental, food, tax,  
12 etc.)

13 Lodging expenses may be directly billed to the District, paid directly by the District or  
14 reimbursed to the Director according to the specific needs and capabilities of the providers.

15 2. Meals: Meals will be reimbursed according to the current rates established by U.S. General  
16 Services Administration for California.

- 17 • Itemized receipts must be submitted and only actual expenses will be reimbursed.  
18 • The District will not reimburse for the purchase of alcohol.  
19 • Tips are included in the cost of each meal.

20 3. Mileage: The District will reimburse Directors for business use of personal vehicles at the then  
21 current IRS standard mileage rate.

22 4. Per Diem: In lieu of actual expense reimbursement, a per diem allowance for meals, lodging  
23 and/or incidental expenses may be provided with advance approval from the Board of  
24 Directors.