



San Gabriel Valley Mosquito & Vector Control District

1145 North Azusa Canyon Road, West Covina, CA 91790
Phone: 626-814-9466 | www.sgvmosquito.org
Email: district@sgvmosquito.org

BOARD OF TRUSTEES MEETING AGENDA OCTOBER 13, 2023 – 7:00 A.M.

1. **Call to Order**

- 1.1 Pledge of Allegiance
- 1.2 Determination of a Quorum – Noted Absences
- 1.3 ORDER OF BUSINESS - Review and prioritization of agenda Items including, if necessary, identification of any emergency items arising after posting of the agenda and requiring action prior to next regular meeting

2. **Opportunity for Public Comment on Non-Agenda Items**

(Individual Public Comments may be limited to a 3-minute or less time limit) During Public Comments, the public may address the Board on any issue within the District's jurisdiction that is not on the agenda. The public may comment on any item on the agenda at the time that item is before the Board for consideration. There will be no dialog between the Board and the Commenter. Any clarifying questions from the Board must go through the Board President.

3. **Consent Calendar**

All matters listed under the Consent Calendar are considered by the District to be routine and will be enacted by one motion. Any member of the Board may pull an item from the Consent Calendar for additional clarification or action. (Approve/Deny)

- 3.1 List of Claims: September 2023 (P.5)
- 3.2 Budget Status Report: September (P.13)
- 3.3 Minutes of Board of Trustees Meeting: September 2023 (P.17)
- 3.4 Operations Report: September 2023 (P.21)
- 3.5 Surveillance Report: September 2023 (P.25)
- 3.6 Communications Report: September 2023 (P.31)
- 3.7 Treasurer's Report: August 2023 / District Working Balance: October 2023 (P.37)

4. **Presentation:** None



5. Discussion with LCW Reviewing Changes to Personnel Rules and Regulations

(EXHIBIT 5A) (P.41)

(Personnel & Policy Committee Chair, Margaret Finlay)

6. Consider Recommendation to Approve Resolution 2023-06, Rescinding Resolution 92-11; and Adopting a New Approval Procedure for Personnel Rules and Regulations

(EXHIBITS 6A, 6B) (P.47)

(Personnel & Policy Committee Chair, Margaret Finlay) (Approve/Deny)

○ **Call for Public Comment**

○ **Board Action Required:** If the Board concurs, following the public discussion by members for this item, the appropriate action is to adopt Resolution 2023-06, Rescinding Resolutions 92-11; and Adopting a New Approval Procedure for Personnel Rules and Regulations

○ **Alternative Board Action:** If the Board requires more time to review the material, action may be deferred to the November 17, 2023 Board of Trustees meeting.

7. Consider Recommendation to Adopt Policies 01-27 (EXHIBIT 7A) (P.51)

(Personnel & Policy Committee Chair, Margaret Finlay) (Approve/Deny)

○ **Call for Public Comment**

○ **Board Action Required:** If the Board concurs, following the public discussion by members for this item, the appropriate action is to adopt Policies 01-27.

○ **Alternative Board Action:** If the Board requires more time to review the material, action may be deferred to the November 17, 2023 Board of Trustees meeting.

8. Consider Recommendation to Adopt Policy No. 50 – Record Retention Schedule

(EXHIBIT 8A) (P.183)

(Board President, Becky Shevlin) (Approve/Deny)

○ **Call for Public Comment**

○ **Board Action Required:** If the Board concurs, following the public discussion by members for this item, the appropriate action is to approve adoption of Policy No. 50 – Record Retention Schedule

○ **Alternative Board Action:** If after discussion by members for this item, the Board may choose to deny approval of a letter of Policy No. 50 – Record Retention Schedule.



9. Consider Vote on Ballot for Special District LAFCO Alternate Member (EXHIBITS 9A, 9B) (P.189)

(Board President, Becky Shevlin) (Approve/Deny)

- **Call for Public Comment**
- **Board Action Required:** Following the public discussion by members for this item, the appropriate action is to approve the vote for one candidate on the ballot for a Special District (LAFCO) Alternate Member.
- **Alternative Board Action:** If after discussion by members for this item, the Board may choose not to vote for a Special District (LAFCO) Alternate Member.

10. Trustee Terms of Office Ending on December 31, 2023 (P.207)

(Board President, Becky Shevlin) (Receive & File)

11. District Administration

11.1 District Update

12. Committee Reports

13. Trustee Reports

14. New Business

15. Adjournment

The Finance & Audit Committee will convene immediately following adjournment of the Board of Trustees meeting

Finance & Audit Committee

Lloyd Johnson, West Covina (Chair)
Corey Calaycay, Claremont
Joseph Leon, Monterey Park
John Capoccia, Sierra Madre
Robert Joe, South Pasadena



CERTIFICATE OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that a copy of the foregoing agenda was posted at 1145 North Azusa Canyon Road, West Covina, CA 91790 and the District's website (www.sgvmosquito.org) not less than 72 hours prior to the meeting per Government Code 54954.2.

Materials related to an item on the Agenda submitted after distribution of the agenda packet are available for public viewing and inspection at the San Gabriel Valley Mosquito & Vector Control District Office located at 1145 North Azusa Canyon Road, West Covina, CA 91790 during regular business hours.

A handwritten signature in blue ink that reads "Jerry Mireles".

Jerry Mireles, Clerk of the Board
San Gabriel Valley MVCD

NOTICE TO THE PUBLIC

This agenda shall be made available upon request in alternative formats to persons with a disability as required by the American with Disabilities Act of 1990 (42 U.S.C. §12132) and the Ralph M. Brown Act (California Government Code §54954.2).

If you need special assistance or accommodations to participate in this meeting, please contact the Clerk of the Board at 626-814-9466 ext.1006. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)



San Gabriel Valley Mosquito & Vector Control District

List of Claims | September 2023

Claims List September 14, 2023

Vendor	Date	Product/Service	Memo/Description	Amount
A-1 ROOTER	09/01/2023	6040 Building Maintenance	Invoice #11346 Repair PVC Pipe in Back Lot	325.00
				\$ 325.00
AJG ACCOUNTING & BOOKKEEPING SRVCS, INC.	09/01/2023	6187 AUDITOR	For professional services rendered in connection with: Audit of the District's financial statements and preparation of the State Controller's Report at Aug 31, 2023 Invoice# 2906	1,225.00
				\$ 1,225.00
AMAZON CAPITAL SERVICES	09/01/2023	6250 LABORATORY SUPPLIES	1 Bartovation Lab Labeling Tape Variety Pack	54.93
AMAZON CAPITAL SERVICES	09/01/2023	6270 OFFICE SUPPLIES	1 Amazon Basics Cotton Balls, 200 Count	40.67
AMAZON CAPITAL SERVICES	09/01/2023	6270 OFFICE SUPPLIES	1 Brother Labeling Tape	16.15
AMAZON CAPITAL SERVICES	09/01/2023	6250 LABORATORY SUPPLIES	1 Pinwheel Postage Meter Tapes	70.07
AMAZON CAPITAL SERVICES	09/01/2023	6250 LABORATORY SUPPLIES	1 2 Pack 1043 Humidifier Super Wick Filter	12.03
AMAZON CAPITAL SERVICES	09/01/2023	6250 LABORATORY SUPPLIES	1 Restcloud Monarch Butterfly Habitat Cage	64.55
AMAZON CAPITAL SERVICES	09/01/2023	6280 SUPPLIES, OPERATIONS	CamSquare Food Storage Containers	131.30
AMAZON CAPITAL SERVICES	09/01/2023	6250 LABORATORY SUPPLIES	2 Plastic Deli Food Storage Containers	7.11
AMAZON CAPITAL SERVICES	09/01/2023	6250 LABORATORY SUPPLIES	1 New Star Foodservice 6-Piece Fast Food Tray	10.94
AMAZON CAPITAL SERVICES	09/01/2023	6280 SUPPLIES, OPERATIONS	Staples Standard Durable Cork Bulletin Board	9.72
AMAZON CAPITAL SERVICES	09/01/2023	6270 OFFICE SUPPLIES	Taeekiy 10 Pcs 4 Inch S Hooks for Hanging	16.30
AMAZON CAPITAL SERVICES	09/01/2023	6270 OFFICE SUPPLIES	1 FYY S Hoods for Hanging	38.84
AMAZON CAPITAL SERVICES	09/01/2023	6333 BRANDED CLOTHING	1 Personalized Office Name Plate	44.38
AMAZON CAPITAL SERVICES	09/01/2023	6305 EDUCATION PROGRAM SUPPLIES	1 Kitchen Shears	18.59
AMAZON CAPITAL SERVICES	09/01/2023	6270 OFFICE SUPPLIES	1 Scissors, Taotree 8" Scissors All Purpose Bulk Pack of 5	20.60
AMAZON CAPITAL SERVICES	09/01/2023	6270 OFFICE SUPPLIES	1 Scotch Magic Tape, 24 Rolls	15.10
AMAZON CAPITAL SERVICES	09/01/2023	6290 Supplies, Public Informati	1 90L Large Storage Bags, 6 Pack Clothes Storage Bins Foldable Closet Organizers	82.70
				\$ 653.98
AMERICAN FIDELITY ASSURANCE	09/14/2023	6070 Premiums, life - Cafeter	Voluntary Insurance Premiums Invoice#D632228 Coverage Period 09/01-09/30	268.32
AMERICAN FIDELITY ASSURANCE	09/14/2023	6070 Premiums, life - Cafeter	Voluntary Insurance Premiums Coverage Period 09/01-09/30	2,162.79
AMERICAN FIDELITY ASSURANCE	09/14/2023	6070 Premiums, life - Cafeter	Voluntary Insurance Premiums Coverage Period 09/01-09/30	70.59
AMERICAN FIDELITY ASSURANCE	09/14/2023	6070 Premiums, life - Cafeter	Voluntary Insurance Premiums Coverage Period 09/01-09/30	90.49
				\$ 2,592.19
AMERICAN FIDELITY FLEX ACCT	09/14/2023	6070 FLEX PREMIUMS	Flex Premiums PP10/01/23	108.31
AMERICAN FIDELITY FLEX ACCT	09/14/2023	6070 FLEX PREMIUMS	Flex Premiums PP10/01/23	62.49
AMERICAN FIDELITY FLEX ACCT	09/14/2023	6070 FLEX PREMIUMS	Flex Premiums PP10/01/23	279.16
AMERICAN FIDELITY FLEX ACCT	09/14/2023	6070 FLEX PREMIUMS	Flex Premiums Invoice# 2140398A PP10/01/23	237.49
				\$ 687.45
ATHENS SERVICES	09/01/2023	6040 Refuse Disposal	Refuse Disposal Invoice#15215502 Waste Excess Collection Fees	104.37
ATHENS SERVICES	09/01/2023	6040 Refuse Disposal	Refuse Disposal Invoice#15255943 Waste collection monthly service	296.41
				\$ 400.78



San Gabriel Valley Mosquito & Vector Control District

List of Claims | September 2023

BECKY A. SHEVLIN	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				\$ 100.00
CHARLIE KLINAKIS	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				\$ 100.00
CONCENTRA OCCUPATIONAL HEALTH CENTERS	09/01/2023	6080 Hiring Expenses	Invoice# 80294521 08/22 Marc Mitchell - Physical	113.00
				\$ 113.00
COREY CALAYCAY	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				\$ 100.00
CYNTHIA STERNQUIST	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				\$ 100.00
DENISE MENCHACA	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				\$ 100.00
EMMANUEL ESTRADA	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				\$ 100.00
ENVIRONMENT CONTROL	09/01/2023	6040 Building Maintenance	Monthly Janitorial Service for September Invoice# 15089-411	1,528.00
				\$ 1,528.00
FIDELITY SECURITY LIFE INSURANCE CO.	09/14/2023	6070 Vision Premiums	Vision Premiums Invoice# 165932820 Coverage Period 09/01-09/30	36.90
FIDELITY SECURITY LIFE INSURANCE CO.	09/14/2023	6070 Vision Premiums	Vision Premiums Coverage Period 09/01-09/30	68.62
FIDELITY SECURITY LIFE INSURANCE CO.	09/14/2023	6070 Vision Premiums	Vision Premiums Coverage Period 09/01-09/30	95.92
FIDELITY SECURITY LIFE INSURANCE CO.	09/14/2023	6070 Vision Premiums	Vision Premiums Coverage Period 09/01-09/30	238.34
FIDELITY SECURITY LIFE INSURANCE CO.	09/14/2023	6070 Vision Premiums	Vision Premiums Coverage Period 09/01-09/30	34.31
				\$ 474.09
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE #5459 2013 Ford F-150 FX2 - Check starter noise, intermittent. Check engine light on. Crankshaft main oil seal, remove and replace. Oxygen sensor, remove and replace. Hazardous materials and tax included.	1,613.51
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE# 5463 2013 Ford F-150 FX2 - Check starter noise intermittent and advise. Labor to remove and replace, RWD, V6 rear seal & flex plate. Hazardous materials and tax included.	1,378.71
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE #5420 2021 Ford F250 Super Duty Lariat - Check oil leak by air compressor. Labor to remove and install carburetor seal and filter kit. Hazardous materials and tax included.	262.94
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE #5409 2020 Jeep Gladiator - Check unit from flood damage. Labor to install steering shock. Pressure wash under body. Lube and grease job. Differential fluid, drain and refill. Front bumper corner cover, reinforce and install new locking clips. Hazardous materials and tax included.	924.61
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE# 5497 2009 Shop Air Compressor - Service road call onsite. Check air compressor belt noise, performed PM check for leaks. Labor to remove and replace V-belts. Labor to change oil air compressor. Hazardous materials and tax included.	369.78
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE #5481 2012 Ford Pickup F150 - Service inspection. Labor front brake pads. Remove and replace. Front disc rotors, remove and install. Rear brake pads, remove and replace both sides. Transmission oil filter, remove and replace. Differential housing cover and/or gasket, remove and replace. Brake flush. Labor to install buck up alarm. Hazardous materials and tax included.	1,580.28
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE #5395 2020 Ford Transit Connect XL - Check air conditioning not charging. Air conditioning system diagnose, complete charge. Sublet service fee, take vehicle to dealer. Hazardous materials and tax included.	471.40
FLEET SOLUTIONS CENTER	09/01/2023	6260 SUPPLIES, MECHANICAL	INVOICE #5437 2014 Ford F150 XLT - Check engine light on. Heater hoses, remove and replace. Canister purge solenoid, remove and replace. Battery service. Rear brake pads, remove and replace. Rear disc rotors, remove and install. Hazardous materials and tax included.	832.06
FLEET SOLUTIONS CENTER	09/12/2023	6260 SUPPLIES, MECHANICAL	INVOICE# 5515 2017 Toyota Tacoma SR - Check Engine Light On. Install new heaving duty water tank bracket. Check water tank and base hardware. Check engine light maintenance. Throttle body service and reprogramming. Thermostat &/or Gasket - Remove and Replace. Hazardous materials and tax included.	689.85
				\$ 8,123.14
Go To Communications, Inc	09/01/2023	6320 Office phones	Office phones Invoice# IN7102244550 Office Phones Go To Connect Standard-Monthly Service charge	1,104.15
				\$ 1,104.15



San Gabriel Valley Mosquito & Vector Control District List of Claims | September 2023

IM LANDSCAPING	09/11/2023	6044 MAINTENANCE, GROUNDS	Invoice# 2023-11123 Lawn Mowing services, bush trimming, leaf blowing services, Getting rid of all weeds.	175.00 \$ 175.00
JACKIE DOORNIK	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
JAMF Software, LLC	09/01/2023	6036 COMPUTER SOFTWARE	INV#341162 COM-NC Jamf Pro iOS - 50-249 Per Jason, 09/01/23-09/01/24	3,784.00 \$ 3,784.00
JERRY VELASCO	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
JOHN CAPOCCIA	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
JOSEPH LEON	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
LIEBERT CASSIDY WHITMORE	09/01/2023	6130 Profess Serv rendered	Professional Services rendered-Employee Handbook Audit Invoice# 249903	3,474.00 \$ 3,474.00
LINDE GAS & EQUIPMENT INC.	09/01/2023	6250 LABORATORY SUPPLIES	Invoice# 38041586 Dry Ice Nuggets	471.05 \$ 471.05
LLOYD JOHNSON	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	149.50 \$ 149.50
MANUEL R. GARCIA	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
Meshal Kashifalghita	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
NATIONWIDE RETIREMENT	09/14/2023	6066 457 CONTRIBUTION	Employer Contribution for DM PPE 09/09/23	276.86 \$ 276.86
NIGRO & NIGRO PC	09/01/2023	6187 AUDITOR	Invoice# 18742 For professional services rendered in connection with: Audit of the District's financial statements and preparation of the State Controller's Report Interim Audit Work - June 30, 2023	7,000.00 \$ 7,000.00
PATRICIA CORTEZ	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00 \$ 100.00
PERS	09/14/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%) PPE09/09/23	756.48
PERS	09/14/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%) PPE09/09/23	1,220.90
PERS	09/14/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%) PPE09/09/23	383.62
PERS	09/14/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%) PPE09/09/23	724.25
PERS	09/14/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%) PPE09/09/23	2,728.45
PERS	09/14/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%) PPE09/09/23	370.17
PERS	09/14/2023	6200 RETIREMENT - CLASSIC	Employer Contribution (12.47%) PPE09/09/23	1,113.91
PERS	09/14/2023	6200 RETIREMENT - CLASSIC	Employer Contribution (12.47%) PPE09/09/23	2,207.11



San Gabriel Valley Mosquito & Vector Control District

List of Claims | September 2023

PERS	09/14/2023	6200 RETIREMENT - CLASSIC	Employer Contribution (12.47%) PPE09/09/23	464.88
				<u>\$ 9,969.77</u>
RICHARD BARAKAT	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				<u>\$ 100.00</u>
ROBERT GONZALES	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				<u>\$ 100.00</u>
ROBERT S. JOE	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				<u>\$ 100.00</u>
SANDRA ARMENTA	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				<u>\$ 100.00</u>
SOCALGAS	09/12/2023	6341 Utilities	08/09-09/08 Gas services Acc # 057 518 2100 9	160.78
SOCALGAS	09/12/2023	6341 Utilities	08/09-09/08 Gas services Acc # 059 618 2100 5	29.80
				<u>\$ 190.58</u>
SOUTHERN CALIFORNIA EDISON	09/01/2023	6340 UTILITIES - ELECTRIC	08/02-08/30 Electricity usage Southern California Edison Account# 700251011287	5,048.26
				<u>\$ 5,048.26</u>
SYNTECH GROUP INC.	09/12/2023	6036 COMPUTER SOFTWARE	Microsoft Power BI for Government Monthly -1YR Commit [9/1/2023-9/30/2023]	10.00
SYNTECH GROUP INC.	09/12/2023	6036 COMPUTER SOFTWARE	Dropsuite Business Backup-Monthly [9/1/2023-9/30/2023]	240.00
SYNTECH GROUP INC.	09/12/2023	6036 COMPUTER SOFTWARE	Microsoft office 365 G3 GCC-Per User CAL, 1YR Commit License [9/1/2023-9/30/2023]	864.00
SYNTECH GROUP INC.	09/12/2023	6036 COMPUTER SOFTWARE	Invoice# SVC-A22800 Microsoft office 365 G1 GCC-Per User CAL, 1YR Commit License [9/1/2023-9/30/2023]	223.10
SYNTECH GROUP INC.	09/13/2023	6046 PROFESSIONAL SERVICES - IT	ProCare Support Cloud Per User-Standard [9/1/2023-9/30/2023] ProCare Cloud Support + SGVM	1,150.00
SYNTECH GROUP INC.	09/13/2023	6046 PROFESSIONAL SERVICES - IT	Monthly IT Service ProCare Support base [9/1/2023-9/30/2023] ProCare Cloud Support + SGVM Invoice# SVC-A22819	900.00
SYNTECH GROUP INC.	09/13/2023	6046 PROFESSIONAL SERVICES - IT	ProCare Support Cloud Per User-Premium [9/1/2023-9/30/2023] ProCare Cloud Support + SGVM	1,725.00
				<u>\$ 5,112.10</u>
TEXAS LIFE INSURANCE COMPANY	09/14/2023	6070 Premiums, life - Cafeter	Voluntary Insurance Premiums Coverage Period 10/01-10/31	166.75
TEXAS LIFE INSURANCE COMPANY	09/14/2023	6070 Premiums, life - Cafeter	Voluntary Insurance Premiums Coverage Period 10/01-10/31	42.25
				<u>\$ 209.00</u>
TIM SANDOVAL	09/08/2023	6030 BOARD EXPENSES	Reimbursement for the Attendance of the Board Meeting on September 8, 2023	100.00
				<u>\$ 100.00</u>
TIRE ZONE	09/01/2023	6260 SUPPLIES, MECHANICAL	Invoice# 74694 2017 Toyota Tacoma - 2 New Tires	431.00
				<u>\$ 431.00</u>
UNITED PET CARE	09/01/2023	6070 Med premiums - Cafeteria	INV30015745 - Nov 2022 Premiums unpaid in last FY	12.50
UNITED PET CARE	09/01/2023	6070 Med premiums - Cafeteria	INV30015154 - Oct 2022 Premiums unpaid in last FY	12.50
				<u>\$ 25.00</u>
WEST VALLEY MVCD	09/01/2023	6251 ARBOVIRUS TESTING SUPPLIES	Lab Testing & Analysis of Mosquito Pools for the Month of August 2023	2,520.00
				<u>\$ 2,520.00</u>
WEX/CHEVRON	09/06/2023	6262 Fuel for Trucks	08/07-09/06 Fuel for Trucks Invoice #91656237	7,712.17
				<u>\$ 7,712.17</u>
Accounts Payable Total September 14, 2023				<u>\$ 65,575.07</u>



San Gabriel Valley Mosquito & Vector Control District

List of Claims | September 2023

Claims List September 28, 2023

Vendor	Date	Product/Service	Memo/Description	Amount
AZUSA LIGHT & WATER	09/15/2023	6343 Meter # 99172930	Account # 303-0190.300 Service Period 8/3/2023-9/5/2023	86.46
AZUSA LIGHT & WATER	09/15/2023	6343 Meter # 45169724	Account # 303-0191.300 8/3/2023-9/6/2023	48.21
				\$ 134.67
CAL PERS	09/25/2023	6070 Med premiums - Cafeteria	Medical premiums	604.00
CAL PERS	09/25/2023	6070 Med premiums - Cafeteria	Medical premiums	3,061.49
CAL PERS	09/25/2023	6070 Med premiums - Cafeteria	Medical premiums	3,272.69
CAL PERS	09/25/2023	6070 Med premiums - Cafeteria	Medical premiums	1,399.67
CAL PERS	09/25/2023	6070 Med premiums - Cafeteria	Medical premiums ID# 7165101556	754.64
CAL PERS	09/25/2023	6070 ADMIN FEE	Admin fee	50.59
CAL PERS	09/25/2023	6070 Med premiums - Cafeteria	Medical premiums	3,367.48
				\$ 12,510.56
CELL BUSINESS EQUIPMENT	09/19/2023	6073 EQUIPMENT LEASE	Copier lease coverage period 9/15/2023-10/14/2023 Invoice# 5026766711	1,562.23
				\$ 1,562.23
CITY OF WEST COVINA FINANCE	09/28/2023	6075 FEES & ASSESSMENTS	Fiscal Year 2023/2024 Assessment / Special Tax, Installment #1 Due by November 1, 2023	238.56
				\$ 238.56
CYPRESS HEATING & AIR CONDITIONING	09/15/2023	6040 Building Maintenance	Invoice# 36707932 Maintenance Filter replacement , Condenser Coil Rinse, check condition of indoor coils and drain. Check Voltage and amp draws to all motors and compressors. Clean out electrical cabinets and secure wiring. Visually check heat exchangers and/ or reversing valves. Test burner operation and sensors. Check thermostat functionality. Measure entering and leaving temperatures.	525.00
				\$ 525.00
FIDELITY SECURITY LIFE INSURANCE CO.	09/15/2023	6070 Vision Premiums	Vision Premiums Invoice# 165975906	24.60
FIDELITY SECURITY LIFE INSURANCE CO.	09/15/2023	6070 Vision Premiums	Vision Premiums	68.62
FIDELITY SECURITY LIFE INSURANCE CO.	09/15/2023	6070 Vision Premiums	Vision Premiums	108.22
FIDELITY SECURITY LIFE INSURANCE CO.	09/15/2023	6070 Vision Premiums	Vision Premiums	34.31
FIDELITY SECURITY LIFE INSURANCE CO.	09/15/2023	6070 Vision Premiums	Vision Premiums	238.34
				\$ 474.09
FRONTIER	09/15/2023	6315 Monthly Internet Charges	Monthly Internet Charges 626-197-1465-020723-5 Service from 9/9/23-10/8/23	555.00
				\$ 555.00
HOME DEPOT	09/15/2023	6040 Building Maintenance	Everbilt 9in Tent Stake (10Pack) & Everbilt 1/8 in x 30 ft Vinyl Coated Steel Wire Rope Kit	17.54
HOME DEPOT	09/15/2023	6040 Building Maintenance	Cobra Anchors 3/16 in x 3in. Zinc- Plated Driller Toggles (6-Pack) &	11.00
				\$ 28.54
JERRY MIRELES	09/15/2023	6232 Travel Expenses	Travel Expenses TTC Training Series 400 9/12/23-9/15/23	232.96
				\$ 232.96
KENN K. FUJIOKA	09/28/2023	6072 MEDICAL PREMIUM-Retired EE	Medical premiums - Retired EE for the month of October	241.71
				\$ 241.71
LEWIS BRISBOIS BISGAARD & SMITH LLP	09/15/2023	6130 Profess Serv rendered	Professional Services rendered through 08/31/2023 Invoice# 3750975 SGVMVCD General Counsel	1,584.27
				\$ 1,584.27
LOS ANGELES COUNTY FIRE DEPT	09/15/2023	6075 FEES & ASSESSMENTS	Invoice# IN0434961 Hazardous materials disclosure program. LA County Fire Department State Service Charge, Oversight	620.00
				\$ 620.00



San Gabriel Valley Mosquito & Vector Control District

List of Claims | September 2023

MARGARET E. FINLAY	09/28/2023	6030 BOARD EXPENSES	Attendance for the Personnel and Committee meeting for the Month of September	100.00
				<u>\$ 100.00</u>
MARTA TANAKA	09/28/2023	6072 MEDICAL PREMIUM-Retired EE	Medical premiums - Retired EE for the month of October	852.90
				<u>\$ 852.90</u>
MARY ANGELA BRISCO	09/28/2023	6072 MEDICAL PREMIUM-Retired EE	Medical premiums - Retired EE for the month of October	603.64
				<u>\$ 603.64</u>
MIKE NIFFENEGGER	09/28/2023	6072 MEDICAL PREMIUM-Retired EE	Medical premiums - Retired EE for the month of October	841.59
				<u>\$ 841.59</u>
NATIONWIDE RETIREMENT	09/28/2023	6066 457 CONTRIBUTION	Employer Contribution for DM PPE 9/28/23	276.86
				<u>\$ 276.86</u>
PERS	09/28/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%)	756.48
PERS	09/28/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%)	383.62
PERS	09/28/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%)	724.25
PERS	09/28/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%)	1,220.90
PERS	09/28/2023	6200 RETIREMENT - CLASSIC	Employer Contribution (12.47%) PPE 9/28/23	1,113.91
PERS	09/28/2023	6200 RETIREMENT - CLASSIC	Employer Contribution (12.47%)	2,207.11
PERS	09/28/2023	6200 RETIREMENT - CLASSIC	Employer Contribution (12.47%)	464.88
PERS	09/28/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%)	370.17
PERS	09/28/2023	6201 RETIREMENT - PEPRA	Employer Contribution (7.68%)	2,728.45
				<u>\$ 9,969.77</u>
QUADIENT FINANCE USA, INC	09/15/2023	6185 POSTAGE	Postage Machine Reference# WEST COVIN0000030238214 08/09-09/08	500.00
				<u>\$ 500.00</u>
SSD Alarm	09/28/2023	6040 Monit & Maint	Monitoring & Maintenance Bulgar Alarm & Fire Alarm Services, Invoice# R-00473780 covered Period 10/1/23-12/31/23	3,197.34
				<u>\$ 3,197.34</u>
TPx COMMUNICATIONS	09/15/2023	6315 Monthly Internet Charges	Monthly Internet Charges Invoice# 174371519-0	907.50
TPx COMMUNICATIONS	09/15/2023	6320 Office phones	Office phones	796.63
				<u>\$ 1,704.13</u>
VERIZON WIRELESS	09/15/2023	6312 Monthly District Field Ph	Monthly District Field Phones Account # 272560553-00001 08/11-09/10	2,921.00
				<u>\$ 2,921.00</u>
Accounts Payable Total for September 28, 2023				<u>\$ 39,674.82</u>
Total Accounts Payable for September 2023				\$ 105,249.89
Total Payroll for September 2023				\$261,827.97
see attached				
Total Claims for September 2023				\$ 367,077.86



San Gabriel Valley Mosquito & Vector Control District List of Claims | September 2023

San Gabriel Valley MVCD Payroll for September 2023

Department	Sept. 14, 2023	Sept. 28, 2023	TOTAL
EXECUTIVE	9,849.92	9,849.92	19,699.84
ADMINISTRATION	13,752.74	13,902.75	27,655.49
OPERATIONS	54,972.68	61,070.45	116,043.13
SURVEILLANCE	15,897.27	16,047.27	31,944.54
COMMUNICATIONS	13,158.41	13,830.77	26,989.18
SEASONAL WORKERS	11,361.26	13,158.58	24,519.84
Gross Payroll	118,992.28	127,859.74	246,852.02
Employer Taxes	2,523.27	2,671.01	5,194.28
Car Allowance *	1,000.00	-	1,000.00
Employee Benefit-Med	4,626.72	4,154.95	8,781.67
TOTAL PAYROLL	127,142.27	134,685.70	261,827.97

*Car Allowance for August and September 2023

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San Gabriel Valley Mosquito & Vector Control District Budget Status Report | September 2023

SGVMVCD						
Comparative YTD Actual to Full Year Budget						
Current Period 25% of Year Completed						
September 30, 2023						
	Current Period Actual	Year-To-Date Actual	Budget Full Year	Remaining Budget	% Of Budget Utilized	
PERSONNEL EXPENSES						
Salaries, Exempt	55,959.58	187,057.09	881,671.00	694,613.91	21.22	
Salaries - Non Exempt	140,397.35	382,407.15	1,959,706.00	1,577,298.85	19.51	
Salaries - Overtime	8,664.16	19,905.06	24,500.00	4,594.94	81.25	ENS Activity
Salaries - Vacation	5,211.27	32,233.68	113,939.00	81,705.32	28.29	
Salaries-Holiday	8,772.66	18,360.09	123,815.00	105,454.91	14.83	
Salaries, Sick Pay	5,494.55	20,157.53	96,215.00	76,057.47	20.95	
Salaries, Part-time - XH	22,352.45	71,607.70	209,183.00	137,575.30	34.23	In season
Management Car Allowance	1,000.00	1,500.00	6,000.00	4,500.00	25.00	
Cafeteria Benefit	25,754.05	98,627.05	469,200.00	370,572.95	21.02	
Hlth Benefits, Ret Emps	2,539.84	11,971.36	46,000.00	34,028.64	26.02	
Employer, 457 Contribution	553.72	1,938.02	7,862.00	5,923.98	24.65	
Medicare	3,682.45	10,887.84	50,457.00	39,569.16	21.58	
Retirement - Classic - Normal Cost 12.47%	7,571.80	22,829.76	218,287.00	195,457.24	10.46	
Retirement - Pepra Normal Cost 7.68%	12,367.74	37,670.67	370,048.00	332,377.33	10.18	
Retirement - Classic Retire ADP	0.00	293,509.00	470,215.00	176,706.00	62.42	Remianing bal applied to PEPRA
Retirement - PEPRA Retire ADP	0.00	176,706.00	0.00	(176,706.00)	0.00	see above
Retirement - Classic-Unfunded Liability	0.00	115,719.00	119,589.00	3,870.00	96.76	Annual payment
Retirement - Pepra-Unfunded Liability	0.00	0.00	0.00	0.00	0.00	
Social Security	1,313.20	3,934.37	8,175.00	4,240.63	48.13	In season
Group Term Life Ins	0.00	1,223.84	5,500.00	4,276.16	22.25	
Tuition Reimbursement	0.00	0.00	4,000.00	4,000.00	0.00	
Insurance, unemployment	198.63	939.96	24,000.00	23,060.04	3.92	
Post Retirement Benefits	0.00	0.00	50,000.00	50,000.00	0.00	
TOTAL PERSONNEL EXPENSES	301,833.45	1,509,185.17	5,258,362.00	3,749,176.83	28.70	
OPERATING EXPENSES						
Event Participation Fees	0.00	25.00	2,000.00	1,975.00	1.25	
Arbovirus Testing Supplies	2,520.00	4,932.00	20,000.00	15,068.00	24.66	
Branded Clothing	44.38	1,104.85	4,000.00	2,895.15	27.62	Supplies for Fiscal Year
Boots	0.00	350.00	5,500.00	5,150.00	6.36	
Misc. Rentals	0.00	0.00	2,000.00	2,000.00	0.00	
Professional Development	0.00	150.00	2,000.00	1,850.00	7.50	
Awards	0.00	335.29	4,200.00	3,864.71	7.98	
Advertising	0.00	732.14	20,000.00	19,267.86	3.66	WNv Campaigns



San Gabriel Valley Mosquito & Vector Control District Budget Status Report | September 2023

SGVMVCD
Comparative YTD Actual to Full Year Budget
Current Period 25% of Year Completed
September 30, 2023

	Current Period Actual	Year-To-Date Actual	Budget Full Year	Remaining Budget	% Of Budget Utilized	
Bank Charges	1,083.40	4,903.47	21,000.00	16,096.53	23.35	
Board expenses	2,049.50	3,973.36	41,000.00	37,026.64	9.69	
Computer Hardware	0.00	3,008.04	26,000.00	22,991.96	11.57	
Computer Software	5,121.10	33,266.31	84,000.00	50,733.69	39.60	NEOGOV renewal
Website/Email Service	0.00	5,448.00	7,500.00	2,052.00	72.64	Annual renewal
Building maintenance	6,004.66	14,532.51	90,000.00	75,467.49	16.15	
Maintenance, equipment	0.00	0.00	3,000.00	3,000.00	0.00	
Maintenance, grounds	175.00	1,000.00	2,000.00	1,000.00	50.00	Tree trimming
Lease Equipment	1,562.23	5,730.63	22,000.00	16,269.37	26.05	
Fees & Assessments	858.56	3,741.78	4,500.00	758.22	83.15	LAIIF Fees
Hiring expenses	113.00	888.35	13,000.00	12,111.65	6.83	
VCJPA General Fund	0.00	3,726.00	2,095.00	(1,631.00)	177.85	Annual premium
Insurance, liability	0.00	127,346.00	131,279.00	3,933.00	97.00	Annual premium
Workers Comp Insurance	0.00	143,426.00	144,664.00	1,238.00	99.14	Annual premium
Automobile Insurance	0.00	2,832.00	2,834.00	2.00	99.93	Annual premium
Other Insurance	0.00	269.00	5,500.00	5,231.00	4.89	
Insurance, property	0.00	20,008.00	19,593.00	(415.00)	102.12	Annual premium
Legal	5,058.27	13,157.77	40,000.00	26,842.23	32.89	PSR
Memberships	0.00	25,552.08	39,000.00	13,447.92	65.52	Cal Chamber/MVCAC
Miscellaneous expenses	0.00	0.00	3,000.00	3,000.00	0.00	
Postage	500.00	2,857.63	10,400.00	7,542.37	27.48	Pool notifications
Accounting Services, Auditor	8,225.00	8,625.00	20,000.00	11,375.00	43.13	One Time Expense
Professional Services , Other	0.00	0.00	5,000.00	5,000.00	0.00	
Professional Services-IT	3,775.00	9,100.00	60,000.00	50,900.00	15.17	
Printing & Reproduction	0.00	0.00	11,000.00	11,000.00	0.00	
Reference	0.00	0.00	800.00	800.00	0.00	
Seminars and meetings	232.96	2,754.92	46,000.00	43,245.08	5.99	
Supplies, Surveillance	690.68	1,650.56	16,000.00	14,349.44	10.32	
Supplies, Vehicle Maintenance	8,554.14	8,848.71	50,000.00	41,151.29	17.70	
Supplies, Gasoline	7,712.17	14,648.70	70,000.00	55,351.30	20.93	
Supplies, Office	147.66	1,386.00	10,200.00	8,814.00	13.59	
Supplies, Mosquito Fish	0.00	0.00	2,500.00	2,500.00	0.00	
Supplies, Operations	141.02	3,076.47	9,000.00	5,923.53	34.18	Spray equipment
Supplies, Pesticides	0.00	59,711.14	100,000.00	40,288.86	59.71	



San Gabriel Valley Mosquito & Vector Control District Budget Status Report | September 2023

SGVMVCD
Comparative YTD Actual to Full Year Budget
Current Period 25% of Year Completed
September 30, 2023

	Current Period Actual	Year-To-Date Actual	Budget Full Year	Remaining Budget	% Of Budget Utilized	
Supplies, Communications other forms	82.70	3,173.38	8,000.00	4,826.62	39.67	Insect Repellent
Supplies, Education Program	18.59	26.37	12,000.00	11,973.63	0.22	
Supplies, Safety	0.00	(94.00)	8,000.00	8,094.00	(1.18)	
Supplies, Media Production	0.00	0.00	800.00	800.00	0.00	
Benefit Assesment Admin Cost	12,396.61	12,396.61	119,000.00	106,603.39	10.42	
Communications, field	2,921.00	8,461.70	50,000.00	41,538.30	16.92	
Telephone, Internet	1,462.50	4,387.50	20,000.00	15,612.50	21.94	
Telephone , Office	1,900.78	5,613.90	25,000.00	19,386.10	22.46	
Training , CEU's	0.00	4,325.00	4,400.00	75.00	98.30	Annual certification fee
Uniforms and clothing	0.00	1,726.38	12,000.00	10,273.62	14.39	
Utilities, Electric	5,048.26	10,370.81	35,500.00	25,129.19	29.21	A/C Summer use
Utilities, Natural Gas	190.58	250.63	4,200.00	3,949.37	5.97	
Utilities, Water	134.67	308.66	2,500.00	2,191.34	12.35	
Surveillance, Aerial		0.00	27,150.00	27,150.00	0.00	
TOTAL OPERATING EXPENSES	78,724.42	584,044.65	1,501,115.00	917,070.35	38.91	
TOTAL EXPENSES	380,557.87	2,093,229.82	6,759,477.00	4,666,247.18	30.97	
CAPITAL OUTLAY EXPENSES						
Capital Outlay	0.00	0.00	25,000.00	25,000.00	0.00	
TOTAL CAPITAL EXPENSES	0.00	0.00	25,000.00	25,000.00	0.00	
RESERVES						
Reserve, Public Health Em	0.00	0.00	500,200.00	500,200.00	0.00	
Reserve, Capital Projects	0.00	0.00	300,000.00	300,000.00	0.00	
Reserve, Pension Liability	0.00	0.00	400,000.00	400,000.00	0.00	
Reserve, Building/Facilities	0.00	0.00	100,000.00	100,000.00	0.00	
Reserve, Vehicle Replacement	0.00	0.00	100,000.00	100,000.00	0.00	
TOTAL RESERVES	0.00	0.00	1,400,200.00	1,400,200.00	0.00	

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San Gabriel Valley Mosquito & Vector Control District
Board of Trustees Meeting Minutes
September 8, 2023

TRUSTEES PRESENT

Robert Gonzales (Azusa)
 Emmanuel Estrada (Baldwin Park)
 Richard Barakat (Bradbury)
 Corey Calaycay (Claremont)
 Patricia Cortez (Covina) *Arrived at 7:09 a.m.*
 Jerry Velasco (El Monte)
 Jackie Doornik (Glendora)
 Manuel Garcia (Irwindale)
 Charlie Klinakis (La Puente)
 Meshal Kashifalghita (La Verne)
 Becky Shevlin (Monrovia)
 Joseph Leon (Monterey Park)
 Rachel Janbek (Pasadena)
 Tim Sandoval (Pomona)
 Sandra Armenta (Rosemead)
 Denise Menchaca (San Gabriel)
 John Capoccia (Sierra Madre)
 Robert Joe (South Pasadena)
 Cynthia Sternquist (Temple City)
 Lloyd Johnson (West Covina)

TRUSTEES ABSENT

Henry Aviles (Alhambra)
 Sho Tay (Arcadia)
 Margaret Finlay (Duarte)
 Catherine Marcucci (Industry)
 VACANT (L.A. County)
 Ryan Vienna (San Dimas)
 Allen Wu (Walnut)

STAFF PRESENT

Jason Farned
 Rose Alba
 Pablo Cabrera
 Cecilia Contreras
 Tristan Hallum
 Gilbert Holguin
 Kriztian Luna
 Jerry Mireles

GUESTS PRESENT

District Counsel, Kelly Alhadeff-Black

1. Call to Order

Board President Shevlin called the meeting to order at 7:00 a.m. Trustee Sandoval led the Pledge of Allegiance. Clerk of the Board Mireles confirmed a quorum and noted absences.

2. Opportunity for Public Comment on Non-Agenda Items

None

3. Consent Calendar

Motion by Trustee Gonzales, seconded by Trustee Janbek and carried by the following vote to approve Items 3.1- 3.7 of the Consent Calendar.

AYES: Gonzales, Estrada, Barakat, Calaycay, Cortez, Velasco, Doornik, Garcia, Klinakis, Kashifalghita, Shevlin, Janbek, Sandoval, Armenta, Menchaca, Capoccia, Joe, Sternquist, Johnson

NOES: None

ABSTAIN: Leon

ABSENT: Aviles, Tay, Finlay, Marcucci, Vienna, Wu

4. Presentation



5. Closed Session

Pursuant to Government Code Section 54956.9(a), Conference with Legal Counsel
 Existing Litigation: Cari McCormick V. CalPERS, et al, State of California, Civil Rights
 Department, CRD No. 202306-20925508

President Shevlin recessed the meeting to Closed Session at 7:02 a.m. and reconvened the
 meeting at 7:05 a.m. District Counsel attorney Kelly Black, stated there was no reportable
 action taken.

6. Consider Recommendation to Approve Resolution 2023-05, Rescinding Resolutions 93-13 and 94-02; and Adopting a New Approval Procedure for Fiscal Policies

District Manager Farned presented a new approval procedure for fiscal policies, highlighting
 that the existing policies, as mentioned in previous resolutions, were redundant and outdated.
 He emphasized that updating these policies would be more efficient by adopting independent
 policies.

Motion by Trustee Armenta, seconded by Trustee Calaycay and carried by the following vote to
 approve Resolution 2023-05, Rescinding Resolutions 93-13 and 94-02; and Adopting a New
 Approval Procedure for Fiscal Policies

AYES: Gonzales, Estrada, Barakat, Calaycay, Cortez, Velasco, Doornik, Garcia, Klinakis,
 Kashifalghita, Shevlin, Leon, Janbek, Sandoval, Armenta, Menchaca, Capoccia,
 Joe, Sternquist, Johnson

NOES: None

ABSTAIN: None

ABSENT: Aviles, Tay, Finlay, Marcucci, Vienna, Wu

7. Consider Recommendation to Amend Resolution 2006-02, Bid Regulations for the Purchase of Supplies and Equipment

Mr. Farned presented a recommendation to amend Resolution 2006-02 to include updated job
 titles.

Motion by Trustee Barakat, seconded by Trustee Joe and carried by the following vote to amend
 Resolution 2006-02, Bid Regulations for the Purchase of Supplies and Equipment

AYES: Gonzales, Estrada, Barakat, Calaycay, Cortez, Velasco, Doornik, Garcia, Klinakis,
 Kashifalghita, Shevlin, Leon, Janbek, Sandoval, Armenta, Menchaca, Capoccia,
 Joe, Sternquist, Johnson

NOES: None

ABSTAIN: None

ABSENT: Aviles, Tay, Finlay, Marcucci, Vienna, Wu



8. Consider Recommendation to Adopt Policies 30-42

Mr. Farned presented on the recommendation to adopt policies 30-42. The Chair of the Finance and Audit Committee, John Capoccia, complimented the efforts of the staff in producing these updated policies.

Motion by Trustee Calaycay, seconded by Trustee Sandoval and carried by the following vote to approve Resolution 2023-05, Rescinding

AYES: Gonzales, Estrada, Barakat, Calaycay, Cortez, Velasco, Doornik, Garcia, Klinakis, Kashifalghita, Shevlin, Leon, Janbek, Sandoval, Armenta, Menchaca, Capoccia, Joe, Sternquist, Johnson

NOES: None

ABSTAIN: None

ABSENT: Aviles, Tay, Finlay, Marcucci, Vienna, Wu

9. Discussion to open California CLASS Prime and Enhanced Cash Accounts

Mr. Farned explained the District will be opening a California CLASS account that is a Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools that are managed in accordance with state law with the primary objectives of offering Participants safety, daily and next-day liquidity, and optimized returns.

10. District Administration

10.1 Committee Meeting Notification: Personnel & Policy Committee

Mr. Farned announced the Personnel & Policy Committee meeting will be held on September 22, 2023 at 10am to discuss the updated Personnel Rules and Regulations.

10.2 District Update

Mr. Farned announced the District would be scheduling interviews for the Director of Administrative Services position in the upcoming weeks. He mentioned that the mosquito season is nearing its end, with slight above-average mosquito numbers due to recent thunderstorms. Mr. Farned also noted an increase in West Nile Virus cases, including a reported fatality in San Fernando Valley, as reported by the Los Angeles County Department of Public Health.

11. Committee Reports

None

12. Trustee Reports

Trustee Doornik expressed gratitude to the District for providing educational material for their event, where 75 campers attended.

Trustee Kashifalghita extended thanks to the staff who had emailed him regarding West Nile Virus detection and updates.



San Gabriel Valley Mosquito & Vector Control District
Board of Trustees Meeting Minutes
September 8, 2023

13. New Business

None

14. Adjournment

The meeting was adjourned at 7:40 a.m.



Zone Specialists:

Zone	Specialist	Cities
1	Dane Miletich	Alhambra, Monterey Park, San Gabriel, South Pasadena
2	Jon Halli	Altadena, Pasadena
3	Darrin Jones	Arcadia, Sierra Madre, Temple City
4	Hendricks Pena	Baldwin Park, El Monte, Rosemead
5	Marc Mitchell	Azusa, Bradbury, Duarte, Irwindale, Monrovia
6	Ignacio Urena	Industry, La Puente, West Covina
7	Fred Ibarra	Covina, Glendora, San Dimas
8	Steven Gallegos	Claremont, La Verne, Pomona, Walnut

Operations Summary:

This report includes pesticide usage for August and September 2023.

The District continued investigating the unmaintained swimming pools identified by aerial surveillance. Approximately 149 properties are outstanding. The department staff is currently in the warrant investigation process. They are working with local code enforcement to gain access before beginning the process to obtain inspection warrants for properties where access is denied.

The surveillance team continues to detect West Nile virus activity in birds and mosquitoes throughout the District. The Operations department responds to each case with enhanced investigation and control measures.

Service request and consultation demand is up over 60% and 7% respectively over this time last year as a result to recent rains, high temperatures, and humidity. The department deployed additional resources to ensure timely contact with residents and to address concerns.

Recruitment efforts for the Vector Control Specialist II position have been completed. We are pleased to welcome Steven Ly to his new role. Recruitment efforts are underway to fill Steven Ly's previous position as Vector Control Specialist I.

**Chemical Usage:****August 2023**

Larvicides/Pupicides			
Method of Action	Target	Amount	Area Treated
Larvicide Oils (Surface Film)			
Suffocation	Mosquitoes	2.72 gal.	25226 sq.ft.
Insect Growth Regulators (IGR's)			
Inhibits metamorphosis	Mosquitoes	44.54 lbs.	66983 sq.ft.
Bacterials			
Ingestion, toxicant	Mosquitoes	2.89 gal.	1474694 sq.ft.
Ingestion, toxicant	Mosquitoes	107.37 lbs.	3001166 sq.ft.
Ingestion, toxicant	Black flies	46.30 gal.	12851 m ³
Biologicals			
Mosquito fish	Mosquitoes	915 ea.	668265 sq.ft.

September 2023

Larvicides/Pupicides			
Method of Action	Target	Amount	Area Treated
Larvicide Oils (Surface Film)			
Suffocation	Mosquitoes	2.78 gal.	25772 sq.ft.
Insect Growth Regulators (IGR's)			
Inhibits metamorphosis	Mosquitoes	42.42 lbs.	21515 sq.ft.
Bacterials			
Ingestion, toxicant	Mosquitoes	1.78 gal.	910796 sq.ft.
Ingestion, toxicant	Mosquitoes	96.85 lbs.	1881653 sq.ft.
Ingestion, toxicant	Black flies	38.35 gal.	10645 m ³
Biologicals			
Mosquito fish	Mosquitoes	282 ea.	2438 sq.ft.

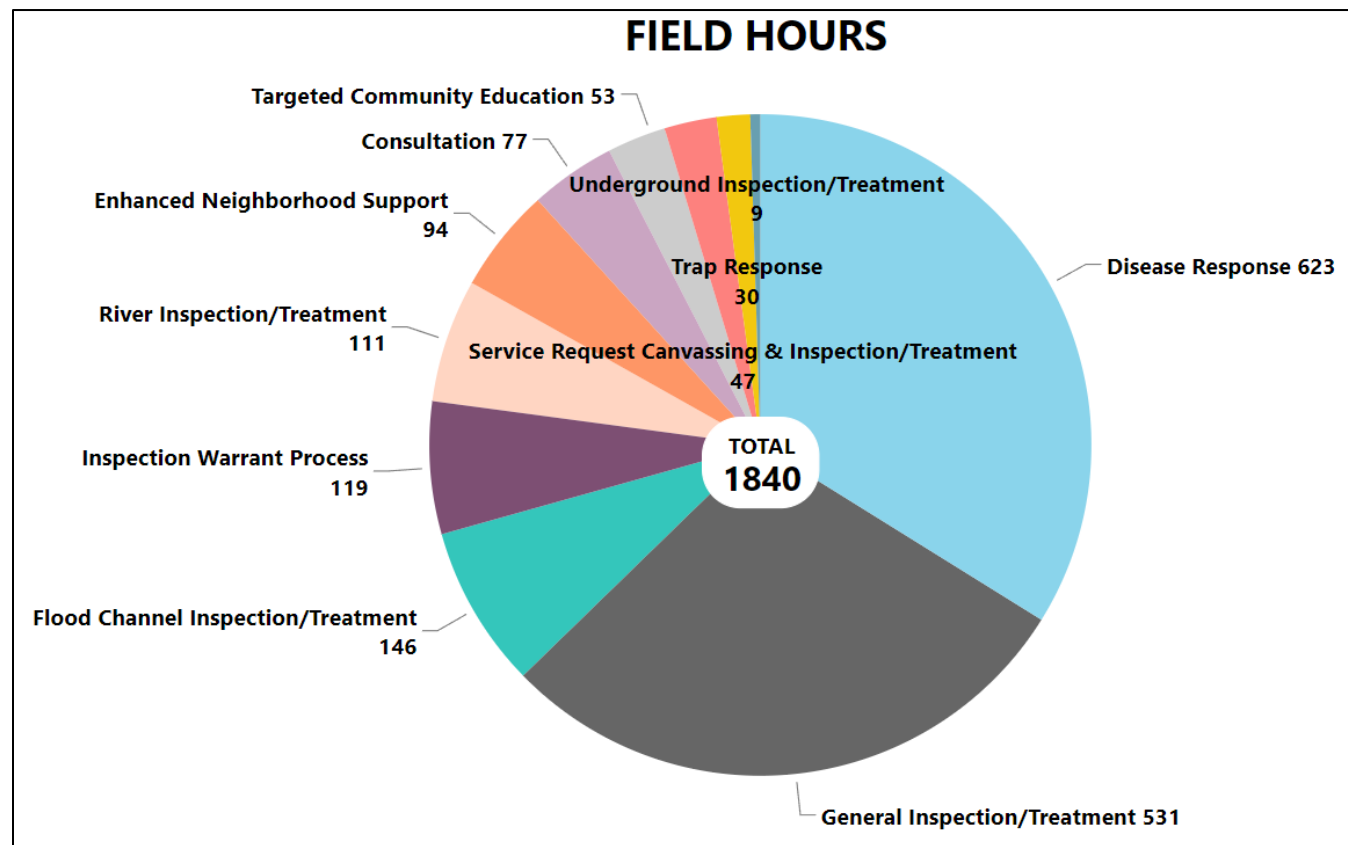


Field Statistics:

2,235 + 1.5 %
2022
SITES VISITED

391 + 65.68 %
2022
SERVICE REQUESTS

159 + 6.71 %
2022
CONSULTATIONS



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San Gabriel Valley Mosquito & Vector Control District Surveillance Department Report Disease Weeks 35 - 39 | August 27 – September 30

Mosquito Surveillance Activities

Routine mosquito surveillance continued through weeks 35-39 using Gravid, BG Sentinel 2 and carbon dioxide (CO2) trap types. An average of 50 traps were deployed each week while total abundance ranged from 1372-7733 mosquitoes per week. The average number of mosquitos caught per trap ranged from 38.1-141.3 during this time frame.

Average Mosquitoes Per Trap

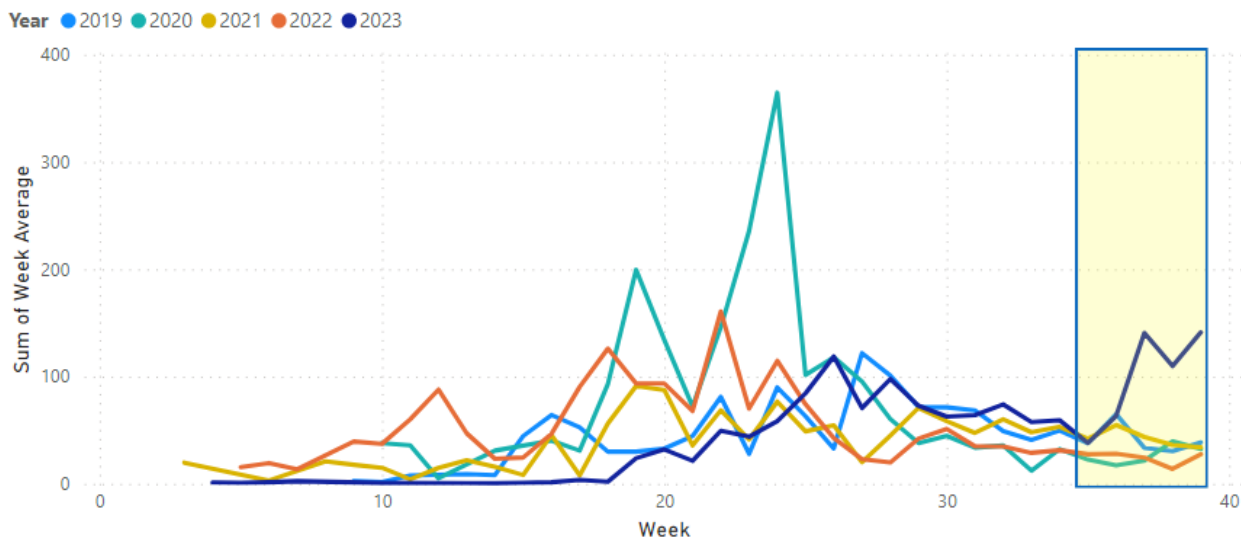


Fig. 1 Average mosquito counts for years 2019 through 2023. Highlighted are weeks thirty-five through thirty-nine.

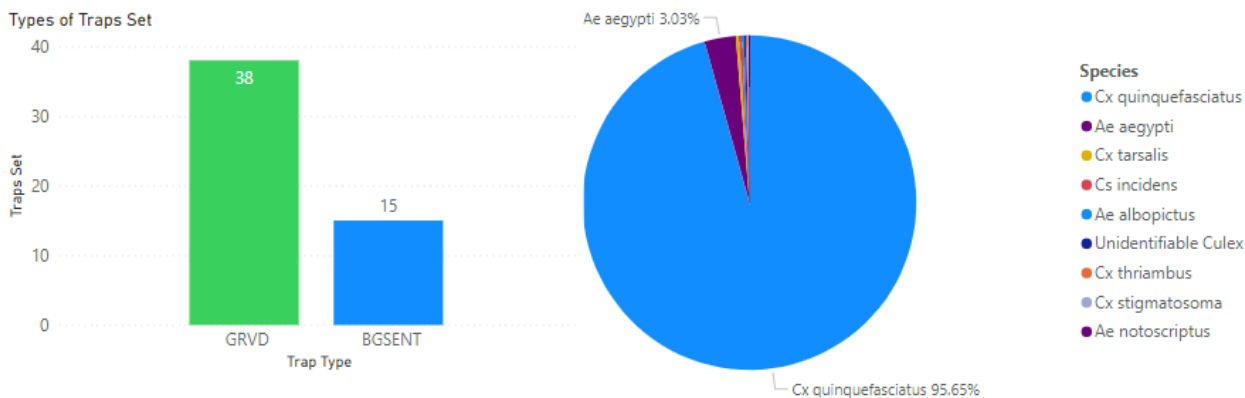


Fig. 2 The bar chart depicts the total number/types of traps set while the pie chart the total percentage of mosquitoes collected during the current reporting period. Species listed on the far right are sorted from high to low as a function of total proportion.



San Gabriel Valley Mosquito & Vector Control District Surveillance Department Report Disease Weeks 35 - 39 | August 27 – September 30

Community/City	Avg Mosq Per trap
Alhambra	45
Altadena	24
Arcadia	71
Azusa	68
Baldwin Park	47
Bradbury	33
Claremont	38
Covina	54
Duarte	37
El Monte	38
Glendora	43
Industry	36
Irwindale	50
La Puente	74
La Verne	28
Monrovia	74
Monterey Park	38
Pasadena	45
Pomona	47
Rosemead	39
San Dimas	42
San Gabriel	52
Sierra Madre	16
South Pasadena	41
Temple City	34
Walnut	29
West Covina	50

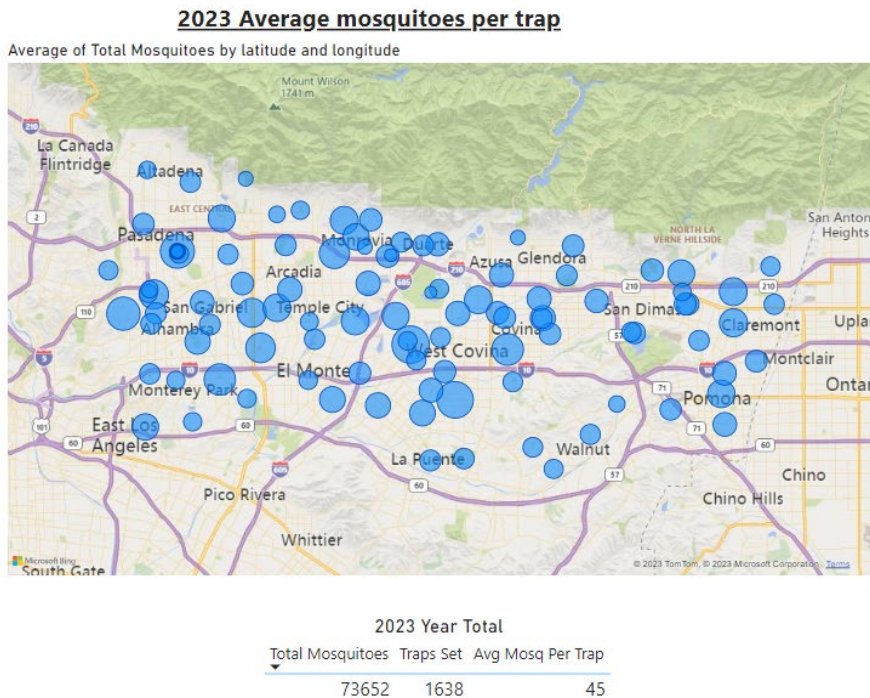


Fig. 3 The chart on the left depicts the average amount of mosquitoes collected per trap by sampling location and city/community. The map displays these trapping location averages while the size of the bubbles on the map reflects the relative abundance of mosquitoes caught at each site.

Invasive *Aedes* Surveillance

As of this reporting period, the District has identified invasive *Aedes* mosquitoes throughout the region per our seasonal norm. Beginning in week 34, the district has routinely been identifying areas that classify as “Invasive *Aedes*, high trap count”, or sites that collect more than 10 individuals in a Gravid or 15 individuals in a BG Sentinel trap. Between weeks 35 and 38, surveillance traps have seen an overall increase of Invasive *Aedes* abundance across the district.



San Gabriel Valley Mosquito & Vector Control District Surveillance Department Report Disease Weeks 35 - 39 | August 27 – September 30

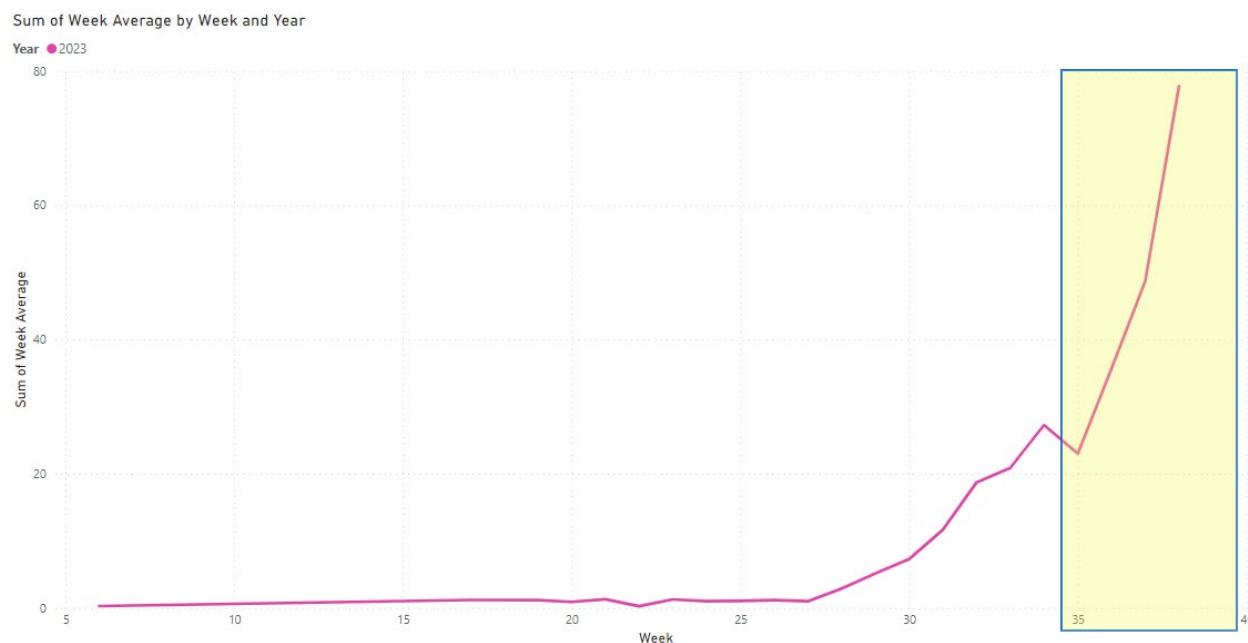


Fig. 4 Average collections of Invasive *Aedes* mosquitoes for 2023. Highlighted are average collections for weeks 35-38.

Enhanced Surveillance

11 enhanced surveillance activities were performed between weeks 35 and 39. A detailed breakdown of each week's activities are included below.

- Week 35, three activities were performed this week in response to: a WNV positive mosquito cluster in the city of Glendora, a reinspection of a WNV positive human case, and a follow-up to a travel dengue case in Pasadena. 13 traps were deployed for these activities and 12 mosquito pools were collected.
- Week 36, one activity was performed in response to a WNV positive human case in the city of West Covina. Five traps were deployed and 13 mosquito samples were collected.
- Week 37, three activities were performed this week in response to: a WNV positive human case in the city of La Puente, a re-inspection of a human case in West Covina, and in response to high mosquito abundance in the city of La Puente. In total 15 traps were deployed and 37 mosquito pools were collected.
- Week 38, three activities were performed this week in response to: a high abundance of invasive *Aedes* mosquitoes in the city of Claremont, a re-inspection of a WNV positive mosquito sample in San Gabriel and additional high invasive *Aedes* trap counts. In total, 12 traps were deployed,



San Gabriel Valley Mosquito & Vector Control District Surveillance Department Report Disease Weeks 35 - 39 | August 27 – September 30

19 mosquito pools were collected for West Nile Virus testing and 3 samples for Dengue testing.

-Week 39, one activity was performed this week in response to a high abundance collection and clustered WNV positive mosquito pools. Five traps were deployed and 9 samples were collected for testing.

Black Fly Surveillance

CO2 traps targeting black flies were set during Weeks 35-37. Between one and four dry ice baited CO2 traps were set weekly to monitor black fly abundance in relation to local breeding sources. Black fly surveillance was put on pause in weeks 38 and 39 to allow for additional invasive *Aedes* surveillance to take place.

Black fly abundance reached seasonal lows in these reporting periods with several traps collecting zero adult black flies.

Arbovirus Activity

As of week 22, the first West Nile Virus positive bird sample was collected within our District boundaries and our first positive mosquito sample was identified in week 23. The first human detection of West Nile Virus for 2023 was reported to the District in week 32 and lastly the first travel related Dengue case was also reported to the District in week 32.

To note, a majority of the samples discussed are tested for West Nile Virus (WNV), Saint Louis Encephalitis (SLE) and Western Equine Encephalitis (WEE). Unless otherwise noted, testing “positive” refers to WNV testing. In specific instances, *Aedes* mosquitoes will be tested for Dengue virus (DENV) Chikungunya virus (CHIKV) and Zika virus (ZIKV).

Mosquitoes are tested in groups, routinely of 20-50 individuals, to test for the presence of virus. These groups of mosquito samples are referred to as a mosquito “pool”. *Aedes* mosquitoes are tested in lower quantities to aid in identifying local transmission.

The following are the weekly results from the District’s arbovirus testing:

- Week 35: 2 out of 2 birds and 14 out of 28 pools tested positive
 - 6 positive mosquito pools were detected in enhanced activities and 8 were collected from routine surveillance
- Week 36: 2 out of 2 birds and 23 out of 51 pools tested positive
 - 8 positive mosquito pools were detected in enhanced activities while 15 were collected from routine surveillance
- Week 37: 0 out of 1 bird and 22 out of 73 pools tested positive



San Gabriel Valley Mosquito & Vector Control District Surveillance Department Report Disease Weeks 35 - 39 | August 27 – September 30

- 9 positive mosquito pools were detected in enhanced activities while 13 were collected from routine surveillance
- Week 38: 1 out of 2 birds and 14 out of 58 pools tested positive
 - 4 positive mosquito pools were detected in enhanced activities and 10 were collected from routine surveillance
- Week 39: 1 out of 1 bird and 16 out of 41 pools tested positive
 - 5 positive mosquito pools were detected in enhanced activities and 11 were collected from routine surveillance

For our current reporting period:

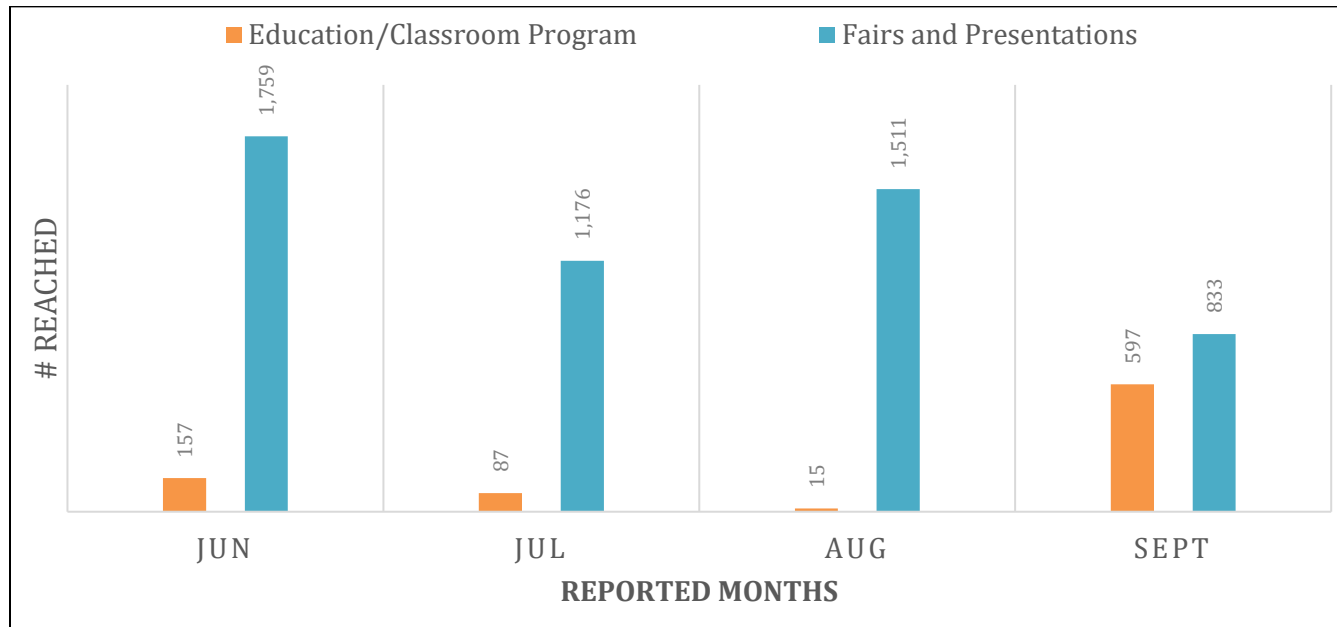
- 262 mosquito pools have been tested, 89 of which have tested positive for WNV
 - In 2023, we have tested 845 mosquito pools with 228 positives
 - At this time in 2022, 1071 mosquito pools were tested with 163 positives
- 8 birds have been collected and tested, 6 of which tested positive for WNV
 - In 2023, we have tested 40 bird samples with 15 positives
 - At this time in 2022, 24 bird samples had been tested with 10 positive samples

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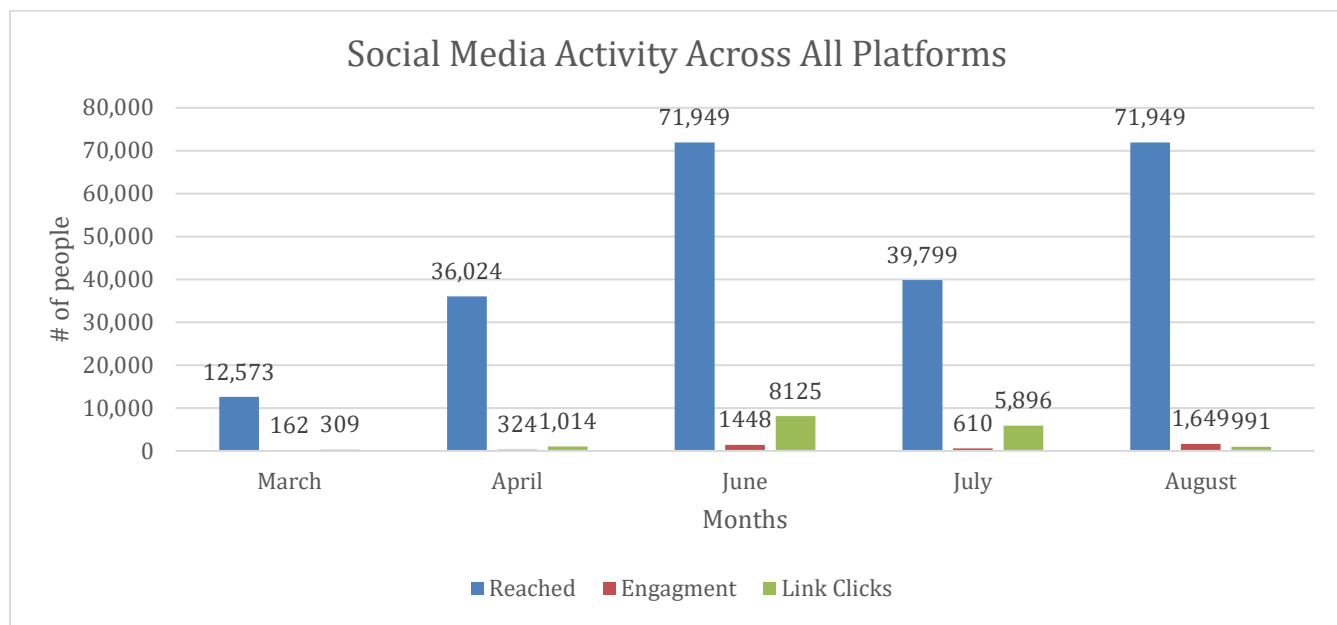
San Gabriel Valley Mosquito & Vector Control District Communications Department Report Disease Weeks 35-39 | August 27 – September 30

Outreach Activities:



Digital Key Performance Indicators (KPIs):

A delay in reported data may be present. Reported numbers reflect full calendar months to accurately track KPIs from all District social media platforms.





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 Communications Department Report
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Digital Response Support

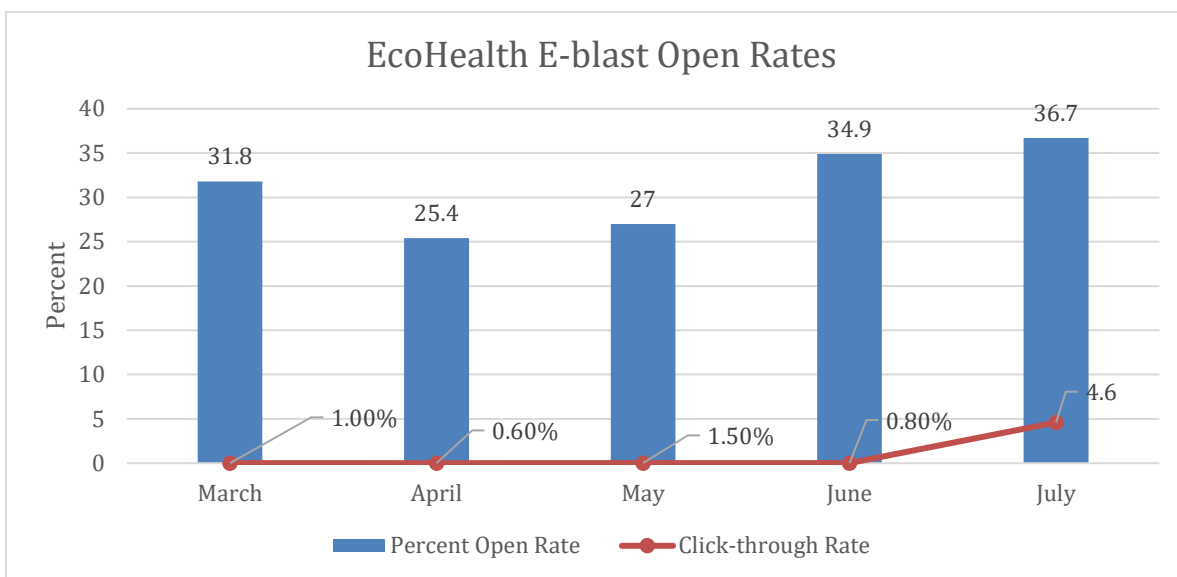
- Continued mosquito campaign after the rain.
- Midge awareness in Spring and Summer months.



EcoHealth
 Vector Education



1. Data in Education (Fiscal YTD)



EcoHealth

- 8/31- Little Champions Preschool Program - Virgin Mary Preschool in Alhambra - 20 students
- Operation Mosquito G.R.I.D. sign-ups:
 - 5 schools/6 teachers: City of Knowledge (New), Arlene Bitely Elementary (New), Lone Hill Middle (Returning), Sierra Madre Middle (Returning), San Jose Charter Academy (Returning)
 - Cities represented: Pomona, Rosemead, San Dimas, Sierra Madre, West Covina
 - Total students / Successful student signed ups: 607 / 675 (90% Sign-up rate).
 - Special shout out to Mr. Ravi Dev at Sierra Madre Middle School who successfully signed up 188 of his 189 students (99.5%).

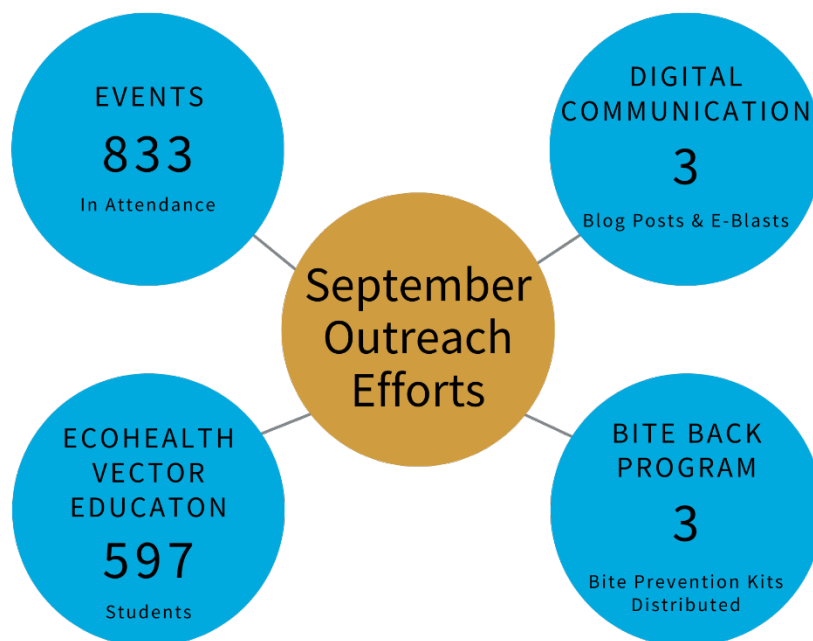


San Gabriel Valley Mosquito & Vector Control District Communications Department Report Disease Weeks 35-39 | August 27 – September 30

Newsletter

- The next EcoHealth newsletter will be published in November.

General Outreach



Digital Marketing

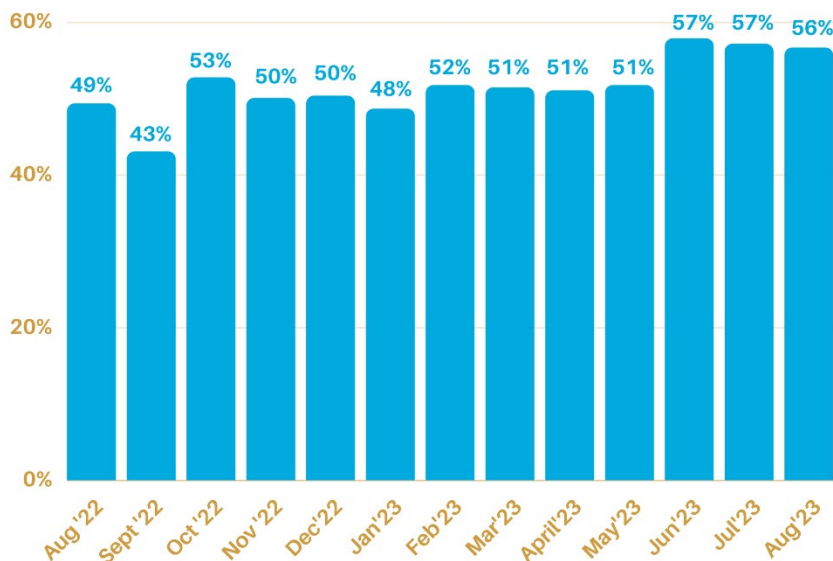
Blog posts and e-blasts

- Created Short Bites Monthly blog post & e-blast for September
- Created General Notification Short Bites Monthly e-blast for September
- Fall campaign page is updated and being pushed through our Champions e-blasts and the District website. Campaign pages for cities will be up for the following month.



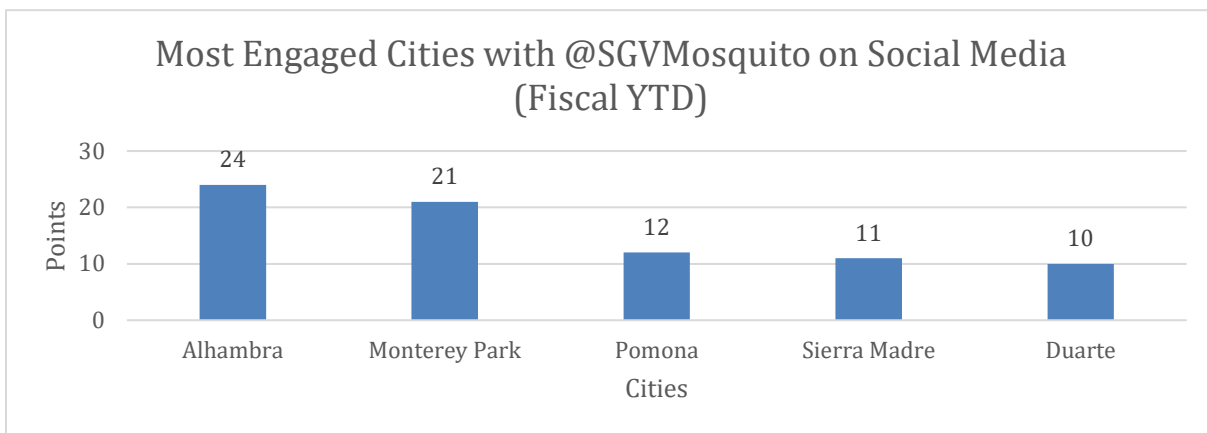
San Gabriel Valley Mosquito & Vector Control District
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**SHORT BITES MONTHLY:
 OPEN RATE %**



Short Bites Monthly data will be sent on the last Monday of each month. This month's data will appear in the next board report.

Social Media



Tracking cities social media engagement with our District's social media platforms. Points are based on the following:

1 Point - Passive engagement: Like post, view IG story,



San Gabriel Valley Mosquito & Vector Control District Communications Department Report Disease Weeks 35-39 | August 27 – September 30

*2 Points - Active Engagement: Share on FB, retweet, share in IG stories,
3 Points - Champion Engagement: Post content from SGVMVCD, creating a collaborative
post, tags @SGVMosquito*

Social Media

- As part of Districts West Nile virus outreach social media push ads are activated to alert the public. This can result in higher than normal social media engagement.
- Cities have been doing well by posting our content on their city pages: Pomona, Monterey Park, Rosemead, Duarte, Covina

Content Development

- Content will be focusing a lot on repellent use as we anticipate a high mosquito season
- Focused on Dump and Drain after the rain storms
- Public Health Barbie was released with a total of 1,272 views and with a shout out by the CA Special Districts Association

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San Gabriel Valley Mosquito & Vector Control District Treasurer's Report | August 2023

Treasurer's Report – August 2023 San Gabriel Valley Mosquito and Vector Control District

The attached Treasurer's Report is for August 2023.

The Total of All Funds Balance is \$4,399.316.56

All investments that were made by the District comply with our current investment policy. The District can meet all expenditures for the next six months with funds from the revolving fund, Los Angeles County operating pool, and the LAIF.

I certify that the above statements and attached Treasurer's Report are true and accurate to the best of my knowledge.


Lloyd A. Johnson (Oct 5, 2023 09:51 PDT)

Authorized Board of Trustee Member



San Gabriel Valley Mosquito & Vector Control District Treasurer's Report | August 2023

**San Gabriel Valley Mosquito and Vector Control District
Treasurer's Report (based on Balance Sheet Detail Activity Report,
Period 2, FY 2023-2024 received on September 1, 2023**

Investment Vehicle	Yield	% of annual expenditure	Beginning Balance	Transaction	Deposit (Withdrawal)	Source	Ending Balance
Local Agency Investment Fund (LAIF)	3.43%	1.99%	\$435,096.11	Interest Withdrawal	\$0.00 (\$300,000.00)	LAIF Statement (August 2023)	\$135,096.11

Maturity Date: Perpetual
Interest rate as of August 2023

Investment Vehicle	Yield	% of annual expenditure	Beginning Balance	Transaction	Deposit (Withdrawal)	Source	Ending Balance
Los Angeles County Pool	3.75%	50.70%	\$3,748,206.87	Interest Trust Warrant #737 SEC MST 2022-23 RED MSTR 2022-23 RED PY MSTR 2022-23 RED PY MSTR 2022-23	\$13,089.17 (\$362,128.98) \$30,701.04 \$9,654.16 \$285.85 (\$73.08)	ND 24 Per 2 ND 24 Per 2 ND 24 Per 2 ND 24 Per 2 ND 24 Per 2 ND 24 Per 2	\$3,439,735.03

Maturity Date: Perpetual
Interest rate as of August 2023

Investment Vehicle	Yield	% of annual expenditure	Beginning Balance	Transaction	Deposit (Withdrawal)	Source	Ending Balance
VCJPA Contingency Fund	1.45%	1.61%	\$128,168.00	Pay WC Invoice Interest Admin Fees	(\$18,323.00) (\$382.00) (\$3.00)	VCJPA Statement (March 2023)	\$109,460.00

Maturity Date: Perpetual
Interest rate as of January 2023

Investment Vehicle	% of annual expenditure	Beginning Balance	Transaction	Deposit (Withdrawal)	Source	Ending Balance
Citizens Bank Revolving Fund	2.95%	\$200,000.00	Debit Activity-August 2023 Sweep Trust Warrant #737 Deposit 08/04/2023 Deposit from LAIF	(\$1,055,115.86) \$391,824.09 \$362,128.98 \$1,162.79 \$300,000.00	CB Statement August 2023	\$200,000.00

Investment Vehicle	% of annual expenditure	Beginning Balance	Transaction	Deposit (Withdrawal)	Source	Ending Balance
Citizens Bank Sweep Account	7.59%	\$360,634.60	Debit Activity-August 2023 Deposits	(\$391,824.09) \$546,214.91	CB Statement July 2023	\$515,025.42

Total Beginning Balance		\$4,872,105.58			Total End Balance	\$4,399,316.56
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San Gabriel Valley Mosquito & Vector Control District Treasurer's Report | October 2023

October 13, 2023

**HONORABLE PRESIDENT AND MEMBERS OF THE BOARD OF TRUSTEES,
SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT**

SUBJECT: October 1, 2023 District Working Fund Balance

September 1, 2023 balance:	\$2,999,116.56
September 1 – September 30, 2023 expenditures:	\$367,077.86

October 1, 2023 Working Fund Balance:	\$2,632,038.70
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Respectfully Submitted:

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**Jason Farned
District Manager**

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San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: October 13, 2023

Meeting of: San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Subject: **Consider Recommendation to Approve Resolution 2023-06, rescinding Resolution 92-11: and Adoption of Policies 01-27.**

Exhibit(s): Exhibit 5A, 6A, 6B, 7A

Background

In March of 2022 the District contracted Liebert Casidy Whitmore (LCW) to review and revise the District's Personnel Rules and Procedures. The work has been completed and the revised policies are ready for review and adoption.

Items 5, 6, and 7 of this agenda apply to the review and adoption process and will need to be addressed concurrently before individual action is taken.

Item 5 will include a presentation by LCW outlining substantive revisions. A memo has been included (Exhibit 5A) from LCW describing the substantive revisions. The Board will have an opportunity to ask questions and discuss the newly drafted policies during the presentation. Members of the Board are encouraged to follow along using the proposed policy drafts 01-27 (Exhibit 7A).

Item 6 considers the adoption of Resolution 2023-06 (Exhibit 6A) that will rescind and replace the existing Resolution 92-11 (Exhibit 6B) that contains our current Personnel Rules and Procedures. Resolution 2023-06 also provides a new approval procedure for individual policies independent of the resolution.

Item 7 considers the adoption of the revised policies 01-27 (Exhibit 7A).

Committee's Recommendation

The Personnel & Policy Committee convened on September 22, 2023 to review the items and recommend the following:

- Approve Resolution 2023-06; rescinding Resolution 92-11 and adopting a new approval procedure for personnel policies. (Exhibit 6A)
- Adopt Policies 01-27 as presented. (Exhibit 7A)

District Manager's Recommendation

The District Manager recommends the following:

- Approve Resolution 2023-06; rescinding Resolution 92-11 and adopting a new approval procedure for personnel policies. (Exhibit 6A)
- Adopt Policies 01-27 as presented. (Exhibit 7A)



San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Board Action Options

- Board Action Required: If the Board concurs, following the public discussion by members for these items, the appropriate action is to approve items 6 and 7 as presented.
- Alternative Board Action: If after discussion by members for these items, the Board may choose to deny approval.

Submitted by:

A handwritten signature in black ink that reads "Jason Farned".

Jason Farned
District Manager

- Added clarifying section that defines and explains distinctions between at-will versus for cause employment and clarifies that as of July 2021 all new hires are at-will employees. [Policy No. 06 – *EMPLOYEE POSITIONS*, Section 3.]
- Replaced “Office Manager” with “Human Resources Analyst” to file harassment complaints. [Policy No. 07 – *POLICY AND COMPLAINT PROCEDURE AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION*]
- Deleted abusive conduct/bullying from hostile work environment section in harassment policy because it is not the same as hostile work environment harassment, and may confuse the inquiry on what constitutes prohibited behavior. Prepared separate, standalone policy on bullying prevention. [Policy No. 08 – *POLICY PROHIBITING ABUSIVE CONDUCT IN THE WORKPLACE.*]
- Included language to comply with AB 2188 prohibiting an employer from discriminating against an employee or applicant because of the employee’s or applicant’s cannabis use off the job and away from work. [Policy No. 0o – *DRUG AND ALCOHOL ABUSE POLICY*, Section 2D.]
- Clarified District pays overtime pursuant to the Fair Labor Standards Act (“FLSA”) [Policy No. 10 - *WORK PERIOD*, Section 3.]
- Frontloaded the 40 hours of administrative leave time for District exempt employees and clarified cap of 40 hours with roll over. [Policy No. 10 – *WORK PERIOD*, Section 4.]
- Added donning and doffing policy which allows employees who are required to wear a uniform with up to 15 minutes at the start of their shift and 15 minutes at the end of their shift to don and doff their uniforms and personal protective equipment. [Policy No. 10 – *WORK PERIOD*, Section 5C.]
- Revised sick leave for part-time and extra-time employees to allow them sick leave entitled to under California’s Healthy Workplace Healthy Family Act of 2014. [Policy No. 12 - *LEAVE PROVISIONS*, Section 1.]
- Due to IRS constructive receipt issues related to annual cash outs of sick and vacation leave banks, added an election compliant program for annual cash outs. [Policy No. 12 - *LEAVE PROVISIONS*, Section 2; Policy No.13 – *VACATION*, Section 3.]
- AB 1949, effective January 1, 2023, amends the CFRA and provides that eligible employees who have been employed for at least 30 days may take up to 5 days of unpaid leave (subject to an employee’s ability to use available paid time off) related to the death of a family member. Bereavement leave changed from 3 to 5 days to comply with new law. [Policy No. 12 - *LEAVE PROVISIONS*, Section 3.]
- Removes all references to rights under Family Medical and Leave Act (“FMLA”) and provides leave rights under California Family Rights Act (“CFRA”) only. District employees are not

eligible employees under the FMLA because they do not work at a location where the District employs at least 50 employees within 75 miles of that worksite. [Policy No. 12 - *LEAVE PROVISIONS*, Section 4.]

- Addition of Juneteenth Holiday and Holiday Closure Period [Policy No. 14- *HOLIDAYS*, Sections 1 and 4.]
- Revised progressive discipline policy to include informal verbal counseling as step one of discipline procedures. [Policy No. 16 – *DISCIPLINARY ACTIONS AND APPEALS*, Section 2.]
- Limited broad definition and scope of a grievance to an alleged violation of the personnel rules only. [Policy No. 17 – *GRIEVANCE PROCEDURE*, Section 2.]
- Included monthly benefit allowance amounts and details regarding medical opt-out option. [Policy No. 20 – *CAFETERIA BENEFIT*, Section 1C and Section 3.]
- Included retiree medical benefits information [Policy No. 21 – *RETIREMENT*, Section 3.]
- Addition of Dress Code/Appearance Policy [Policy No. 22 – *RULES OF CONDUCT*, Section 1.]
- Revised per diem amount by increasing from \$40 to \$55 per day. [Policy No. 23 – *TRAVEL AND PER DIEM*, Section 2, Item 5A.]
- Addition of tuition reimbursement approval and request procedure [Policy No. 24 – *TUITION REIMBURSEMENT*, Section 4.]
- Replaced existing “Establishing Employee Drivers and Driver Selection and Vehicle Use Regulations” per VCJPA recommendation. [Policy No. 27 – *DRIVER SAFETY AND VEHICLE USE PROGRAM*.]

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RESOLUTION NO. 2023-06**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT RESCINDING RESOLUTION 92-11 AND ADOPTING A NEW APPROVAL PROCEDURE FOR PERSONNEL RULES AND REGULATIONS**

WHEREAS, the San Gabriel Valley Mosquito and Vector Control District adopted Resolution No. 92-11 (Personnel and Salary Resolution) on October 9, 1992; and

WHEREAS, the most recent amendment to Resolution No. 92-11 was adopted on April 09, 2021; and

WHEREAS, the policies were established and implemented in association with state and federal laws and to set forth procedures, guidelines, rights, and obligations regarding labor relations; and

WHEREAS, it is the responsibility of the San Gabriel Valley Mosquito and Vector Control District to maintain and update policies as needed to adhere to current codes, laws, standards, and best practices; and

WHEREAS, it is the goal of the San Gabriel Valley Mosquito and Vector Control District to streamline and standardize the policy approval process to improve operational efficiency, transparency, and clarity; and

WHEREAS, the San Gabriel Valley Mosquito and Vector Control District determined that several existing policies within the aforementioned resolutions were redundant, contradictory, or outdated and updates would be facilitated by adopting independent policies; and

WHEREAS, the San Gabriel Valley Mosquito and Vector Control District has reviewed the current resolution policies and determined they require updates; and

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Resolution No. 92-11 is rescinded, and

Section 2. The San Gabriel Valley Mosquito and Vector Control District shall establish and update independent Personnel policies for Board consideration, and

Section 3. The Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District shall review and approve independent Personnel policies, and

Section 4. That the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District shall adopt independent Personnel policies by motion and majority vote.

PASSED, APPROVED AND ADOPTED by the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District this xx day of xxxxxx 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Becky Shevlin
President, Board of Trustees

ATTEST:

Lloyd Johnson
Secretary/Treasurer, Board of Trustees

APPROVED AS TO FORM:

Kelly M. Alhadeff-Black
District Counsel

SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

PERSONNEL AND SALARY RESOLUTION NO. 92-11

ADOPTED

OCTOBER 9, 1992 Revised April 13, 2018

Revision Dates: 12/11/92, 6/11/93, 10/8/93, 5/13/94, 8/11/95, 12/8/95, 8/9/96, 5/9/97, 10/10/97, 5/8/98,
6/12/98, 7/10/98, 8/14/98, 6/11/99, 7/9/99, 2/11/00, 5/12/00, 9/10/04, 6/9/06, 9/8/06, 8/13/10,
3/8/2013 2/13/2015, 2/10/2017, 6/9/2017, 8/11/2017, 4-13, 2018

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 01
Subject: Equal Opportunity
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 9/1/2023



POLICY NO. 01 – EQUAL OPPORTUNITY

Section 1. Equal Employment Opportunity Policy

- A. It shall be the policy of the District to provide equal opportunity in employment for all qualified employees and applicants to all terms of employment with the District, including, but not limited to, compensation, hiring, training, promotion, transfer, discipline and termination, regardless of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, age, physical or mental disability, medical condition, marital status, reproductive health decision making, military or veteran status, or other protected classification as defined by applicable Federal and State laws.
- B. It shall be the policy of this District to ensure that:
1. Discrimination does not exist in the employment or discharge of any individual with respect to their compensation, benefits, District-sponsored training, demotions, terminations, layoffs, recalls, and any other terms, conditions, or privileges of employment, due to such individual's race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, age, physical or mental disability, medical condition, marital status, reproductive health decision making, military or veteran status, or other protected classification as defined by applicable Federal and State laws; and
 2. There is no limitation, segregation, or classification of employees or applicants for employment in any way which would deprive or tend to deprive an applicant from entering into District service, or an employee from promotional opportunities, or otherwise adversely affect their status because of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, age, physical or mental disability, medical condition, marital status, reproductive health decision making, military or veteran status or other protected classification as defined by applicable Federal and State laws; and
 3. There exists no employment or personnel management practices or standards which would adversely affect persons of a protected group unless there is adequate justification in the form of showing that the standard or practice is job-related. If a standard or practice excludes persons of a protected group on account of their membership in the group, such a standard or practice must be required as a business necessity.

- C. Any employee, volunteer, or applicant who believes they have experienced any form of employment discrimination are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the Equal Employment Opportunity Commission (EEOC), or the Civil Rights Department (CRD).

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 02
Subject: General Personnel Regulations
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 02 – GENERAL PERSONNEL REGULATIONS

Section 1. Regulation of Employees

- A. All employees shall be subject to rules and regulations established by Resolution of the Board. As a condition of employment, each employee shall be required to read and, if necessary, request clarification regarding these rules. Each employee must sign a statement of receipt acknowledging that they:
1. have received a copy, or have been provided access to the rules; and
 2. understand that they are responsible for reading and becoming familiar with the contents of the rules and any subsequent revisions to the rules. These rules do not create any contract right, or any expressed or implied contract of employment.
- B. A performance evaluation system shall be used for appointments, promotions, demotions, and discharges for all employees except for extra help employees who do not earn benefits.
- C. District employees shall refrain from engaging in any activities which constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. Each supervisor shall ensure that employees in their section refrain from engaging in any activities which constitute a conflict of interest, including but not limited to:
1. The use of District time, facilities, equipment, or uniform for private gain or advantage, or private gain or advantage of another.
 2. The use of prestige or influence of the District employment for private gain or advantage, or private gain or advantage of another.
 3. The use of confidential information acquired by virtue of District employment for the employee's private gain or advantage, or private gain or advantage of another.
 4. The acceptance of money or other consideration by an employee from any person or organization except the District for the performance of an act which the employee would be required or expected to render in the regular course or hours of their District employment, or as part of their duties as a District employee.

5. The performance of an act in other than their capacity as a District employee, knowing that such an act may later be subject directly or indirectly, to the control, inspection, review, audit, or enforcement by the employee or the section in which they are employed.
6. The representation of or assisting in the representation of private interests for profit before any Board or commission of the District or in court where the District is a party.
7. The solicitation of future employment with an organization conducting business with the District over which the employee has some control or influence in their official capacity at the time of transaction.

Section 2. Position Classification Plan

- A. The Position Classification Plan of the District shall consist of the class titles and class specifications adopted by the Board. There shall be a class specification for each class, unless exempted by the Board, which includes the title of the class and indicates the type of work performed and minimum qualifications for employment. Class specifications shall be established by Minute Order or Resolution by the Board.
- B. The District Manager shall administer the Position Classification Plan for all positions in District service. The District Manager shall make recommendations to the Board as to the establishment of classes. The District Manager shall establish procedures to administer the Position Classification Plan.
- C. The District Manager shall conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.
- D. A supervisor shall immediately notify the District Manager of permanent changes in the assigned duties of a position if the class to which the position is currently allocated may no longer be appropriate. Such notification shall include the reason for the change in duties necessitating the classification change.

Section 3. Number and Classification of Activated Positions

- A. The number of activated regular positions shall be designated by the Board. The District Manager shall not appoint regular or probationary employees in excess of the positions activated by the Board.
- B. The District Manager is authorized to reclassify positions when the concepts, specifications, and salaries of such classifications are adopted by the Board.
- C. The District Manager may authorize that a regular position may be used as one or more part-time regular positions provided that the total salaries and benefits of the part-time positions do not exceed the total budget for salaries and benefits.
- D. The District Manager is authorized to hire as many extra help employees as they deem necessary.

Section 4. Selection Procedures

- A. Consistent with *Section 1* of this policy:
1. The District Manager shall determine the method of evaluating the qualifications of applicants and employees.
 2. The District Manager shall determine the selection methods for the filling of all positions. The District Manager shall appoint and promote only from among those persons who are certified to them as being eligible for the particular class.
- B. The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.
- C. An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the District Manager may require additional information, such as a reasonable documentation of the existence of a disability.
- D. Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified whether they will continue in the examination process.
- E. Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check.
- F. After the District makes a conditional offer of employment, the District may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the District will not deny employment to any applicant solely because they have been convicted of a crime. The District may, however, consider the nature, date, and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

Section 5. Authority for Disciplinary Action

- A. Discipline may be imposed in all cases by the District Manager. Disciplinary actions and appeal procedures are addressed in **Policy No. 16 – Disciplinary Action and Appeals*.

Policies Cited:

1. **SGVMVCD: Policy No. 16 – Disciplinary Action and Appeals*

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 03
Subject: General Personnel Provisions
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 03 – GENERAL PERSONNEL PROVISIONS

Section 1. Probation**A. New Hire Probation****1. Full-Time Employees**

- a. For-cause employees hired on or before July 1, 2021, in a regular or limited-term position shall serve an introductory probationary period of one (1) year.

2. Certified Examination

- a. The District requires all new regular full-time employees who handle and/or apply pesticides, or who are explicitly required to in the job description or job assignment, to successfully pass examinations leading to state certification as a Mosquito Control and Terrestrial Invertebrate Technician. Upon hire, any employee lacking these certifications must successfully complete the certification examinations for categories A and B and obtain them during the employee's one-year probationary period or be subject to dismissal from employment.
- b. In the event the employee fails to acquire required certifications before the end of the probationary period, at the discretion of the District Manager, either the probationary period may be extended until the employee passes the examinations, or the employee may be dismissed from employment.

3. Part-Time Employees

- a. A new or reemployed for-cause employee employed in a part-time position shall be placed on new introductory probationary period for one (1) year.

B. Promotional Probation

- 1. A full or part-time for-cause employee who is promoted, except on a temporary promotion or promotion to a limited term position, shall be placed on promotional probation for one (1) year.

2. When a regular or regular limited-term employee is promoted as result of reclassification and the previous class is subsequently deleted or abolished, the incumbent shall not serve a promotional probationary period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the discretion of the District Manager is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted introductory probationary period in that class.
4. When a regular employee is promoted to a higher position, but fails promotional probation, the employee shall be reinstated to the position which the employee formerly occupied, if such position is vacant and funded in the District budget.

C. Failure of Probation

1. Introductory Probation

- a. For-cause employees on introductory probation may be released from service at any time without right of appeal or hearing.

2. Promotional Probation

- a. A for-cause employee on promotional probation may be failed at any time without right of appeal or hearing.
- b. When an employee fails promotional probation, the employee shall have the right to return to their former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to their former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted introductory probationary period in the previous class. A regular employee who accepts a promotion to a limited-term position, other than at the direction of the District Manager, shall not have the right to return to their former class.
- d. If the employee's former class has been abolished, the employee shall have the right to return to a class in their former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any introductory probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2080) hours shall equal one (1) year.

2. The District Manager, or the Board of Trustees in the case of the District Manager, shall pass an employee on probation based upon a written performance evaluation, which shall be discussed with the employee. An employee who is permitted by the District Manager to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. A probation period may only be extended in the following circumstances:
 - a. Any Leave of Absence Without Pay, including Military Leave of Absence shall extend the employee's probation period by the length of the leave. If the employee is on promotional probation, the extended period resulting from the Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have their probation extended by the length of the suspension.
 - b. The District Manager shall extend the introductory or promotional probationary period of incumbents appointed because of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date the District receives the Appeals Officer's decision.
 - c. The probation period of the employee may be extended at the sole discretion of the District Manager or the Board of Trustees in the case of the District Manager for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the District Manager before the normal probation period is completed.
 - d. In the event the employee fails to acquire required certifications before the end of the probationary period, at the discretion of the District Manager, either the probationary period may be extended until the employee passes the examinations, or the employee may be dismissed from employment.
 - e. Denial of a request to extend a probation period shall not be subject to appeal or grievance hearing.

F. Temporary Promotion

1. A regular, probationary, or limited-term employee who is assigned on a temporary basis to a higher level regular or limited-term position shall be promoted on a temporary basis to that class when the assignment exceeds one hundred twenty (120) consecutive regularly scheduled hours of work during each payroll year and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to their former class. In such a case the employee shall be reassigned within five (5) working days.
2. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the

salary status they would have achieved if the employee had remained in the lower class throughout the period of their service in the higher class.

3. At the end of the employee assignment to the higher class, the employee shall have the right to return to their former class and section. No person shall be employed by the District under a limited-term assignment to a higher class or temporary promotion for a total of more than eighteen (18) months or 960 hours in any fiscal year.

G. Limited Term Employees

1. The provisions of this Section shall be applicable to all employees entering limited-term positions.
2. A regular employee who is transferred, promoted, or reduced to a limited-term position on a voluntary basis and not at the direction of the District Manager shall become a limited-term employee.
3. Limited-term employees hired under programs which involve special employment standards shall serve an introductory probation period upon transfer to regularly funded positions. The requirement that such employees serve a new probation may be waived by the District. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to regularly funded positions, maintain their original hire date for purposes of introductory employee probation.

Section 2. Performance Evaluation

- A. The District Manager is authorized to establish a performance evaluation program for the District.
- B. The District shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year and for probationary employees at the completion of six months of the probation period. A satisfactory six-month performance evaluation during an employee's probationary period does not qualify the employee for a merit increase.
- C. The reviewing Manager shall discuss with the employee the specific ratings before the ratings are made part of the employee's personnel file.
- D. When a performance evaluation is recorded in the personnel file of an employee, a copy of the evaluation and any attachments shall be given to the employee.
- E. An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 days after the employee receives the evaluation.

Section 3. Contents of Personnel File

- A. The District maintains a personnel file on each employee. Files are kept for at least three years after separation of employment. A personnel file will contain only material that the District deems necessary and relevant or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.
- B. Employee medical information shall be kept in separate individual medical files and treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena, or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.
- C. An employee shall have the right to inspect and review the contents of their official personnel file at any time and in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting their suspension or discharge from District service. A former employee is entitled to inspect their personnel records one time per year. A current or former employee and/or their representative, who wishes to review their personnel file should make a written request to the District Manager. The inspection must occur in the presence of the District Manager or their designee and: (1) at a location where the employee works and at a time other than the employee's work time; or (2) at another agreed upon location without loss of compensation to the employee.
- D. A current or former employee is entitled to receive a copy of their personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the District Manager or their designee in writing. The District may charge a fee for the actual cost of copying.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in their official personnel file. The reply shall become a permanent part of the employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to District Policy or by an order of an arbitrator, court, or impartial hearing officer unless the particular item is otherwise required to be kept by law.
- G. Each employee is responsible to promptly notify the District Manager of any changes in their contact and benefits information, including mailing address, telephone number, persons to contact in emergency, and number and names of dependents.

Section 4. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except as provided in **Policy No. 18 – Layoff Procedure*, which accrue to employees in regular positions.

- B. The term of employment for a limited-term employee is two (2) years from the date of hire. The employment period may be extended at the discretion of the District Manager if the following conditions are met:
1. The work being performed by the employee is determined to be necessary for effective District operation.
 2. The revenue necessary to fund the position is maintained in the annual budget.
 3. The employee has received satisfactory performance reviews, and has complied with District policies, rules, and regulations.
- C. Limited-term employees hired under programs which involve special employment standards shall serve an introductory probation period upon transfer to a regularly funded position. Upon transfer to regular positions such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived by the District. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to regularly funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.

Policies Cited:

1. *SGVMVCD: Policy No. 18 – Layoff Procedure*

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 04
Subject: Nepotism
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 04 – NEPOTISM

Section 1. Scope

A. For the purpose of this policy:

1. “Relative” means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
2. “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by state law.
3. “Supervisory relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to the District.

Section 2. Appointment

A. No person shall be appointed to positions in the District if that person is a member of the immediate family of a current member of the Board of Trustees or any current employee, unless the District Manager, following the procedures in *Section 3*, below, determines that no conflict of interest, as defined, will or could arise by virtue of the appointment of such person.

Section 3. Determination of Conflict of Interest

A. Employment of Relatives

1. The District Manager has the discretion to not appoint, promote, or transfer a person to a position within the same department, division, or facility in which the person’s relative already holds a position, if any of the following would result:
 - a. A direct or indirect supervisory relationship between the relatives; or
 - b. The two employees having job duties which require performance of shared duties on the same or related work assignment; or
 - c. Both employees having the same supervisor; or

- d. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

B. Employment of Spouse or Domestic Partner

1. The District Manager has the discretion to not appoint, promote, or transfer a person to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:
 - a. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
 - b. Potential conflicts of interest or hazards for married persons or those in domestic partnerships which are greater than those who are not married or in a domestic partnership.

C. Marriage or Domestic Partnership After Employment

1. Transfer: If two District employees who work in the same department later become spouses or domestic partners, the District Manager has the discretion to transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the District Manager retains the sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security, or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
2. Separation: If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the District Manager finds to be consistent with the District's interest in the promotion of supervision, safety, security, or morale, then the District Manager retains sole discretion to separate one employee from the District. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 05
Subject: Post-Offer Medical Examination
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 05 – POST-OFFER MEDICAL EXAMINATION

Section 1. Scope

- A. After a conditional offer of employment is made to an applicant, a medical examination shall be required for all applicants who are being considered for appointment to District employment where the medical examination is job-related and consistent with business necessity, including District employees who undergo a promotional recruitment and examination process into a safety-sensitive position.

Section 2. Examination

- A. No person shall receive an appointment to a safety-sensitive position with the District until the applicant has undergone a medical examination including a post-offer drug screening, which is job-related and consistent with business necessity, to determine their ability to perform the duties of the position they are to occupy.
- B. Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to, the following: all vector control technicians, department directors, vector ecologist, assistant vector ecologist, maintenance personnel, field supervisors, educations specialist, communication specialist, outreach assistant, and any other positions designated by the District Manager in consultation with legal counsel.
- C. The examination shall be given by a medical doctor named by the District at District expense.
- D. The medical examination shall include tests that evaluate the employee's ability to perform the specified job duties for their class.
- E. The post-offer medical examination and drug screening shall be given before appointment, except under exceptional circumstances. However, the examination must be completed and approved before an employee who has received an appointment receives any payment of salary.

Section 3. Disqualification of Applicants

- A. The following shall disqualify an applicant from appointment to a position with the District when 1) the reasons for disqualification are job-related and consistent with business necessity; and 2) no reasonable accommodation was available that would not impose an undue hardship:
1. Confirmed presence of any illegal drug in a urine sample.
 2. The presence of any unexplained legal drug. The use of any prescription medication must be substantiated by a physician's report or statement, which should indicate whether the medication will prevent or alter the person's ability to perform essential job duties. The absence of a report or statement or a report which indicates that the person cannot perform essential job duties while under the influence of these prescribed medications, shall disqualify the applicant.
 3. When the applicant refuses to sign the consent form, the applicant will be advised that without the signed consent form, the medical examination will not be conducted, and the candidate shall be disqualified by the District on the basis of an incomplete medical examination. The candidate shall further be advised that a second medical appointment will not be permitted. If an applicant requests to reschedule their medical examination, the medical clinic will comply with the request only if the applicant completes the drug screen during the initial appointment.
 4. If the medical doctor determines that the applicant has a permanent disability that interferes with the performance of the job duties, the applicant will not be eligible for appointment. If the medical doctor finds that the applicant has a permanent disability that would not interfere with the performance of the job duties, the applicant will be eligible for appointment.

Section 4. Appeal Procedure

- A. If the applicant disputes the results of the drug screen tests or medical examination, they must notify by certified mail the following within 15 calendar days:
1. District Manager (or the Board of Trustees in the case of the District Manager).
 2. The Medical Clinic and the Laboratory which performed the drug screen and medical examination.
- B. At the discretion of the District Manager (or the Board of Trustees in the case of the District Manager), retesting may be an option when an appeal is filed.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 06
Subject: Employee Positions
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 06 – EMPLOYEE POSITIONS

Section 1. Class Specifications

- A. Class specifications are the written descriptions of the various classes of positions as approved by the Board of Trustees. All class specifications shall include the basic and essential functions of the position, to whom the person in the position reports to, the class characteristics, responsibilities with authority level, minimum qualifications including knowledge, abilities, education, and experience, post-offer physical requirements, functional requirements, and special notes, licenses, and working conditions. All positions with the District require the ability to read, write, and speak the English language; to follow written and oral instructions; to maintain satisfactory relations with co-workers and the public; and to maintain reliability, sobriety, integrity, and loyalty. Each employee, upon hire, shall receive a copy of the class specification for their position.
- B. Class specifications are explanatory, but not restrictive. The list of responsibilities shall not preclude the assignment of other related duties or duties requiring lesser skills.
- C. The District Manager shall review each class specification annually. Significant changes in responsibilities shall be noted and reviewed by the Personnel and Policy Committee. No changes in the class specification shall be made without approval of the Board of Trustees.

Section 2. Standards of Performance

- A. The Standard of Performance criteria shall be used to evaluate each employee's performance. All employees except for extra help employees may be evaluated at a minimum of 6 months and 12 months after date of hire and annually thereafter.

Section 3 Status of Employment

- A. At-Will Employee
1. All District employees, including regular and part-time employees, hired on or after July 1, 2021, are at-will employees. An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment with the District, and is not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal.
- B. For-Cause Employee

1. All regular full-time and part-time employees, hired before July 1, 2021, are for-cause employees. A for-cause employee is an employee who has satisfactorily completed the initial probationary period or the probationary period after being promoted to a higher job classification and cannot be disciplined, except when the District has cause to do so.
2. A for-cause employee has a property right in continued employment with the District and is entitled to pre- and post-disciplinary procedural due process and evidentiary appeals in certain types of disciplinary proceedings that may result in a significant deprivation of property.

Section 4. Position Categories

A. Regular Full-Time

1. A regular full-time employee shall mean a person employed in a regular position whose normally assigned work hours equal at least 36 hours per work week. A regular position is a position established on a year-round basis requiring work on a regular schedule unless otherwise authorized by the Board. Regular full-time employees earn vacation and sick leave, and are eligible for paid holidays, District paid health and dental/vision benefits, retirement benefits, and tuition reimbursement.

B. Regular Part-Time

1. A regular part-time employee shall mean a person employed in a regular position whose normally assigned work hours are less than 36 hours per work week. Regular part-time employees earn vacation and sick leave, and are eligible for paid holidays, fifty percent District paid health benefits, and retirement benefits.

C. Limited-Term Employee

1. Limited-term employee shall mean an at-will employee employed in a limited term position except where a regular position is converted to a limited-term position, the incumbent shall retain their former status. A limited term position shall mean a position which the District has determined has no anticipate long-range funding or has uncertain future funding. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Leave of Absence.

1. Limited-Term Full-Time

- i. A limited-term full-time employee shall mean a person employed in a limited-term position whose normally assigned work hours equal at least 36 hours per work week. Limited-Term full-time employees earn vacation and sick leave, and are eligible for paid holidays, District paid health and dental/vision benefits, retirement benefits, and tuition reimbursement.

2. Limited-Term Part-Time

- a. A limited-term part-time employee shall mean a person employed in a limited-term position whose normally assigned work hours are less than 36 hours per work week. Limited-term part-time employees earn vacation and sick leave, and are eligible for paid holidays, fifty percent District paid health benefits, and retirement benefits.

D. Extra Help Employee

1. Extra Help Full-Time

- a. An extra help full-time employee shall mean a person employed in an extra help position whose normally assigned work hours equal at least 36 hours per work week. Extra help position is a position which is occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads, emergency extra workloads of limited duration; necessary leave relief and other situations involving fluctuating staff. Extra help full-time employees can work a maximum of 999 hours per calendar year. Extra help full-time employees do not earn any benefits, unless otherwise entitled to by law, nor are they paid for holidays. An extra help full-time employee serves as an at-will employee and at the pleasure of the District, and has no property right in continued employment, nor right to any pre- or post-disciplinary procedural due process or appeal.

2. Extra Help Part-Time

- a. An extra help part-time employee shall mean a person employed in an extra help position whose normally assigned work hours are less than 36 hours per work week. Extra help part-time employees can work a maximum of 999 hours per calendar year. Extra help part-time employees do not earn any benefits, unless otherwise entitled to by law, nor are they paid for holidays. An extra help part-time employee serves as an at-will employee and at the pleasure of the District, and has no property right in continued employment, nor right to any pre- or post-disciplinary procedural due process or appeal.

Section 5. Exemption From the Fair Labor Standards Act

- A. The Fair Labor Standards Act ("FLSA"), initially enacted in 1938, sets the minimum wage for the United States, and regulates overtime and child labor employment. Non-exempt employees are those who are covered by the FLSA and thus are entitled to overtime. Exempt employees are those not covered by the overtime provisions of the FLSA and are not entitled to overtime.

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 07
Subject: Policy and Complaint Procedure Against Harassment, Discrimination, and Retaliation
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



**POLICY NO. 07 – POLICY AND COMPLAINT PROCEDURE AGAINST HARASSMENT,
DISCRIMINATION, AND RETALIATION**

Section 1. Introduction

- A. The District is strongly committed to prohibiting and preventing harassment, discrimination, and retaliation in employment. The District encourages all individuals to immediately report any conduct that is believed to violate this Policy so that the District can investigate and take appropriate corrective action.

Section 2. Policy

- A. The District has zero tolerance for any conduct that violates this Policy. An individual's conduct need not rise to the level of a violation of law to violate this Policy. A single act can violate this Policy and provide grounds for discipline or other appropriate actions.
- B. This Policy covers the following individual: applicants for employment at the District; District employees regardless of rank or title; elected or appointed officials of the District; interns; volunteers; and contractors ("Covered Individuals").
- C. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.
- D. This Policy prohibits harassment and discrimination on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), reproductive health decision making, military or veteran status, or any other classification protected under Federal or California law. Similarly, this policy prohibits retaliation against any individual who complains about actual or perceived discrimination or harassment (as defined in this policy), participates in an investigation of a complaint of discrimination and harassment, associates with a person who makes a complaint, or similar protected activity.
- E. Disciplinary action, up to and including termination of employment, or other appropriate action, will be instituted for any sustained finding of prohibited behavior.

Section 3. Harassment

- A. "Harassment" based on protected classification is sometimes referred to as "hostile work environment," harassment, but only where the acts of harassment are severe and pervasive. The District has a zero-tolerance policy which prohibits even a single act of harassment, and this is so the District can eliminate harassment before it rises to the level of a "hostile work environment."

Example of acts which can constitute harassment under this policy are as follows:

1. Verbal Harassment

- a. Verbal harassment may include, but is not limited to, epithets, derogatory comments or slurs, implied or connotative meanings, jokes, threats of bodily harm, or any other discriminatory expression which are based on a protected class or protected activity. For example, verbal harassment might include inappropriate comments on appearance, including physical features or dress, or race-oriented jokes or stories.

2. Visual Harassment

- a. Visual harassment may include, but is not limited to, written epithets, vulgar or derogatory comments and remarks, joke, threats of bodily harm, display of inappropriate or derogatory objects, emails, pictures, cartoons, or posters, or drawings concerning or related to a protected classification. For example, visual harassment may include an email joking about a co-worker's age, a racially based cartoon placed in an employee's work location, or comments of a sexual nature written on a poster.

3. Physical Harassment

- a. Physical harassment may include, but is not limited to, assault, hitting, shoving, pushing, impeding or blocking movement, offensive touching, or any other form of physical contact, interference with normal work or movement or physical force, including the use of weapons, because of a person's protected classification. For example, physical harassment may include pinching, grabbing, patting, propositioning, leering, making explicit or implied job threats, or promises in return for submission to physical acts.

4. Unwanted Sexual Advances – Sexual Harassment

It is unlawful to harass someone because of that person's sex.

Workplace sexual harassment occurs when:

- a. Submission to or rejection of requests for sexual favors and other acts of a sexual nature is a condition of employment; or
- b. Employment decisions are based on submission to or rejection of sexual advancement; or

- c. The conduct is intended to or actually does unreasonably interfere with the individual's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment may include, but is not limited to, unwanted sexual advances, requests for sexual favors or other sex-based verbal or physical acts, e.g., sexually suggestive letters or emails, leering, physical sexual gestures, jokes about sex or stories about sex acts, sexually degrading words used to describe the person, displaying sexually offensive pictures and objects, sexually offensive teasing, jokes, remarks, questions, threats, and insinuations. Sexual harassment may be committed by either gender, and may be committed against someone of the same gender.

Section 4. Discrimination

- A. This policy prohibits treating a covered individual differently and adversely because of the individual's actual or perceived protected classification; because the individual associates with a person who is or is perceived to be a member of a protected classification; or because the individual participates in a protected activity as defined by this policy.
- B. "Protected Classification" includes, race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), reproductive health decision making, military or veteran status, or any other basis protected under Federal and California law.
- C. Protected activity includes, but is not limited to, the following activity:
 - 1. Making a request for accommodation for a disability; or
 - 2. Making a request for accommodation for religious beliefs; or
 - 3. Making a complaint under this policy; or
 - 4. Opposing violations of this policy; or
 - 5. Participating in an investigation under this policy
- D. Disparate or unequal treatment of a covered individual because of protected classification can occur in a variety of settings, including in hiring, promotion, evaluation, discipline, scheduling, and training opportunities. Supervisors and managers must make decisions regarding these and similar issues without regard to protected classifications.

Section 5. Retaliation

- A. Retaliation occurs when there is an adverse action against a covered individual because of the individual's protected activity as defined in this policy.
- B. "Adverse action" may include, but is not limited to, the following actions:
 - 1. Disciplinary action; or

2. Counseling; or
3. Taking sides because an individual has reported harassment or discrimination; or
4. Spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in an investigation; or
5. Shunning or avoiding an individual who reports harassment or discrimination; or
6. Making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

Section 6. Complaint Procedure

A. Notification

1. A covered individual who reasonably believes they have been harassed, discriminated, or retaliated against should promptly notify and report, verbally or in writing, the facts of the incident(s) and the names of the individual(s) involved to their immediate supervisor, any supervisor, manager, or department head, and (separately) to the District's Human Resources Analyst. If the complaint is against the employee's immediate supervisor, then they must notify the Human Resources Analyst. Complaints of harassment, discrimination, or retaliation against a member of the Board of Trustees must be reported to the President of the Board of Trustees and the District Manager.
2. Employees who observe, hear, or learn of any harassment, discrimination or retaliation should inform their immediate supervisor or the Human Resources Analyst. Any supervisor, manager, or department head who observes, receives a complaint of harassment, discrimination, or retaliation, or is aware of harassment, discrimination, or retaliation must promptly notify the Human Resources Analyst. Complaints of harassment, discrimination, or retaliation against the District Manager must be reported to the Chair of the Personnel Committee and/or the Human Resources Analyst.
3. **ALL** complaints of harassment, discrimination, or retaliation will be taken seriously and will be investigated thoroughly, promptly, and confidentially.

B. Initial Complaints

1. A covered individual who wishes to discuss personal thoughts and feelings or consider meetings to deal with incident(s) of harassment, discrimination, or retaliation may consult with the Human Resources Analyst.
2. When an initial complaint is received, the Human Resources Analyst will ask the complainant to define their perception of the problem and desired solution. The Human Resources Analyst will explain the rights involved and discuss potential solutions. The Human Resources Analyst may conduct an informal investigation and make every effort to resolve the problem informally.

3. The District reserves the right to treat initial complaints as formal complaints under this policy and/or to investigate potential incidents or harassment, discrimination, or retaliation and take action to satisfy its legal obligations.

C. Formal Complaints

1. Formal complaints may be submitted in writing on forms prescribed by the District. A formal complaint may include the date and place of the alleged act, a detailed description of the incident, and the names of the person(s) alleged to be involved or have relevant knowledge.

D. Formal Investigation

1. A formal investigation may be initiated to investigate a complaint of harassment, discrimination, or retaliation and it may include, without limitation, the following:
 - a. Providing the complainant with a timely response indicating that the complaint has been received and that a fair and thorough investigation will be conducted.
 - b. Conducting or retaining an investigator to conduct an impartial investigation.
 - c. Reviewing that factual information gathered through the investigation to reach a reasonable conclusion as to whether a violation of this policy occurred.
 - d. Timely submitting a report or summary of the findings of the investigation to appropriate persons. If discipline is imposed against the accused, the level of discipline will not be communicated to the complainant given the privacy rights all employees enjoy.
 - e. Taking responsible steps to protect the complainant from harassment, discrimination, or retaliation.

Section 7. Confidentiality

- A. The District will make every possible effort to assure the confidentiality of complaints made under this policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, the District will maintain confidentiality to the extent possible, i.e., the District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Section 8. Responsibilities

- A. The District's manager, supervisors, and department heads must ensure that the work environment is free from conduct which violates this policy by taking the following steps: ("Supervisor" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.)

1. Informing employees of this policy.
 2. Modeling appropriate behavior.
 3. Taking all steps necessary to prevent conduct prohibited by this policy from occurring.
 4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
 5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 6. Reporting potential violations of this policy of which they become aware, regardless of whether a complaint has been submitted, in accordance with the notification protocols set forth in this policy.
 7. Participating in periodic training and scheduling employees for training to recognize harassment, discrimination, and retaliation.
- B. Each employee is responsible for:
1. Treating all employees and co-workers with respect and consideration.
 2. Modeling appropriate behavior.
 3. Participating in periodic training.
 4. Fully cooperating with the District's investigations by responding fully and truthfully to all questions posed during the investigation.
 5. Maintaining the confidentiality of any investigation that the District conducts as instructed.
 6. Reporting any act they believe in good faith constitutes conduct that is prohibited under this policy.

Section 9. Option to Report to Outside Administrative Agencies

- A. Covered individuals may report harassment, discrimination, or retaliation to the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). The nearest office locations can be found on the website of either agency or employees can check the posters that are in employer bulletin boards for office locations and telephone numbers.

Section 10. Dissemination of Policy

- A. All employees shall receive a copy of this policy upon hire. The policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 08
Subject: Policy Prohibiting Abusive Conduct in the Workplace
Category: Personnel Rules and Regulations
Adopted: Pending
Revision(s): 09/01/2023



POLICY NO. 08 – POLICY PROHIBITING ABUSIVE CONDUCT IN THE WORKPLACE

Section 1. General Policy

A. The San Gabriel Valley Mosquito and Vector Control District (“District”) is committed to providing a work environment that is free of abusive conduct, including bullying and hazing. In keeping with this commitment, the District maintains a strict policy prohibiting abusive conduct and takes reasonable steps to promptly eliminate abusive conduct. As a general guideline, abusive conduct can be avoided if employees act professionally and treat each other with respect.

Section 2. Abusive Conduct Defined

- A. As used herein, “abusive conduct” is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the District’s legitimate business interests. Abusive conduct may include:
1. Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets;
 2. Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or
 3. The gratuitous sabotage or undermining of a person’s work performance.
- B. A single act normally will not constitute abusive conduct unless it is especially severe or egregious. Abusive conduct may be referred to as “bullying,” “cyber-bullying,” and/or “hazing.” Unlike harassment or discrimination, abusive conduct need not be motivated by an employee’s protected characteristic.
- C. Abusive conduct can be committed by any employee, including but not limited to, a group, an individual, a supervisor, a peer, and/or a subordinate. Some examples of abusive conduct include:
1. Use of disrespectful and devaluing language.
 2. Persistent or constant criticism of an employee in front of other persons for the purpose of humiliating another employee.
 3. Invasions of privacy, such as spying, stalking, or rummaging through personal belongings.

4. Behavior that frightens, humiliates, belittles, or degrades, including criticism that is delivered with yelling or screaming.
5. Assigning undesirable work as a punishment.
6. Using confidential information to humiliate publicly or privately.
7. Withholding information that affects an employee's performance.
8. Intimidating an employee through inappropriate personal comments, disparaging opinions, or criticism with no basis in fact.
9. Taking credit for another employee's work.
10. Isolating an employee from other co-workers.
11. Purposefully excluding an employee from an essential meeting.
12. Acts of intimidation or making threats against an employee.
13. Sabotage, or deliberately subverting, obstructing, or disrupting another person's work performance.
14. Spreading malicious rumors, gossip, or innuendo that is untrue.

Section 3. Making Complaints of Abusive Conduct

A. Complaint Procedure

1. The District cannot eliminate abusive conduct unless the District is aware of the situation. The District relies upon its employees to bring those concerns to the attention of the District so that the necessary steps can be taken to correct the situation, and all employees are encouraged to do so. Accordingly, any employee who believes they have been subjected to abusive conduct, or that another employee has been subjected to such conduct, should promptly report the facts of the incident/incidents and the name(s) of the individual(s) involved to their immediate supervisor, any supervisor, the Human Resources Analyst, or the Director of Administrative Services.
2. The complaint should be as detailed as possible and must include details of the incident(s), names of individuals involved, and the names of any witnesses. Any supporting documentary evidence should be attached to the complaint. Notification to the District is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential abusive conduct.

B. Reporting Obligations

1. Supervisory Employees

- a. Any supervisor who receives a complaint of abusive conduct; witnesses abusive conduct; or has any reason to believe that abusive conduct might have occurred in the workplace is required to report the conduct immediately to the Human Resources Analyst or Director of Administrative Services Director

2. Non-Supervisory Employees

- a. All other employees who observe or are advised about abusive conduct involving another employee are encouraged to report the conduct to a supervisory, Human Resources Analyst, or Director of Administrative Services.

C. Intentionally False Complaints

1. While the District vigorously defends its employees' right to work in an environment free of abusive conduct it also recognizes that false accusations of abusive conduct can have serious consequences. Accordingly, any employee who is found, through the District's investigation, to have deliberately and falsely accused another person of abusive conduct will be subject to appropriate disciplinary action, up to and including termination.

D. Anonymity and Confidentiality

1. While the District will investigate anonymous complaints, the District strongly discourages anonymous complaints. **EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE DISTRICT'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.** Employees should also be aware that should the District learn of the identity of an anonymous complainant, the District cannot guarantee that their identity will remain confidential, if the District determines in its discretion that disclosure is necessary to complete the investigation.
2. The District will take all reasonable steps available to maintain the confidentiality of all complaints of abusive conduct, as well as all information gathered during an investigation. However, the District retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 09
Subject: Drug and Alcohol Abuse Policy
Category: Personnel Rules and Regulations
Adopted: Pending
Revision(s): 09/01/2023



POLICY NO. 09 – DRUG AND ALCOHOL ABUSE POLICY

Section 1. Purpose

- A. It is the desire of the Board of Trustees that all environments which District employees work within are safe and productive and free of the influence of illegal drugs, alcohol, and/or other controlled substances. It is a further purpose of this policy that lawful prescription drugs and over the counter medications shall not impair workplace safety. The Board of Trustees is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by the inappropriate use of controlled substances, alcohol, and all drugs including over the counter drugs. "Controlled substances" shall have the same meaning as provided in †*California Health and Safety Code Section 11007* or any successor law.

Section 2. Use

- A. The use, sale, possession, purchase, or transfer of illegal drugs, alcohol, and/or other controlled substances by any District employee on District property or work sites or while said employee is engaged in District business during working hours is prohibited.
- B. Employees are also prohibited from being under the influence of drugs, alcohol, and/or controlled substances during hours of work (including all breaks).
- C. Employees should also be careful in using over the counter and prescription drugs. When the employee knows or has reason to know that such a drug may impair his ability to perform, such as by a warning not to operate machinery or a vehicle, it is the employee's duty to bring that to the attention of his supervisor immediately so that safety precautions may be taken. Failure to notify the supervisor may be cause for discipline.
- D. The District does not discriminate against an employee or applicant because of the employee's or applicant's cannabis use off the job and away from work. However, an employee may not possess, be impaired by, or use cannabis on the job or otherwise violate this policy.
- E. Commission of any of the actions described above will subject the employee to a disciplinary action up to and including termination. At the discretion of the District Manager the employee may be terminated at the first offense.

Section 3. Definition of "Under the Influence"

- A. For the purpose of applying this policy, being under the influence of drugs, alcohol, or other controlled substances means being impaired in any way which would prevent the employee from fully and proficiently performing job duties, having a detectable amount of controlled substances in one's body.

Section 4. Reasonable Suspicion Testing for All Employees

- A. To ensure that employees, property, and equipment are not endangered by other employees who are involved with, or under the influence of illegal drugs, alcohol, and/or other controlled substances, any employee whose conduct, appearance, speech, or other characteristics create a reasonable suspicion of using or being under the influence of a drug or alcohol will be taken to a certified testing laboratory and be subject to a blood or urine examination by a qualified technician at District expense.
 - 1. Reasonable suspicion drug testing is defined as drug testing based on a reasonable suspicion that an employee is using or has used drugs or alcohol in violation of the District's policy. Reasonable suspicion exists if, based on objective and articulated facts a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Objective factors may be based upon, among other things:
 - a. Observable phenomena, such as direct observation of drug or alcohol use and/or the physical symptoms of manifestations of being under the influence of a drug or alcohol such as: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitations, hostility, coursed or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence or recent drug or alcohol use.
 - b. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
 - c. A report of drug or alcohol use provided by reliable and credible sources, and which has been independently corroborated;
 - d. Evidence that an individual has tampered with a drug test, during their employment;
 - e. Information which causes the District to suspect drugs or alcohol may have caused, or contributed to an accident while at work;
 - f. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of illegal drugs, alcohol, or other controlled substances while working or while on the employer's premises or operating the employer's vehicle, machinery, or equipment.
 - 2. An employee who is reasonably suspected of using or being under the influence of drugs or alcohol and refuses to sign the Consent and Authorization forms and/or to cooperate with the technician's exam and/or drug/alcohol testing is subject to termination.

3. If an employee tests positive for alcohol or drugs, said employee will be transported to their home by a supervising employee and will not be allowed to drive themselves home.
4. Immediately prior to reporting for drug/alcohol testing, all employees shall complete the Consent and Authorization forms to be kept on file at either the District's office or the occupational health center in which the District employs for such testing. The employee shall be informed that the failure to sign the Consent and Authorization form shall subject the employee to discipline, including discharge.
5. Employees in Safety-Sensitive Positions:
 - a. Employees in safety-sensitive positions (all vector control technicians, department directors, vector ecologist, assistant vector ecologist, maintenance personnel, field supervisor, education specialist, communications specialist, outreach assistants and any other positions designated by the District Manager in consultation with legal counsel) are subject to post-accident testing for drugs and alcohol due to the dangers inherent in these positions which present unique hazards to co-workers and the public at large. As these positions are required to drive District vehicles, work with potentially hazardous pesticides and other dangerous substances, and/or dangerous equipment, the Board finds that the immediacy of the threat of injury from mis-performed duties and the irremediable consequences resulting therefrom warrants such testing.
 - b. Post-accident testing will occur as soon as practicable following an accident involving a vehicle. The District will test for alcohol and controlled substances for each employee involved in an accident where reasonable suspicion indicators exist to support testing and when the accident resulted in serious bodily injury to any person, or serious damage to a vehicle or vehicles (defined as damage of \$5,000 or more). Post-accident alcohol and controlled substances tests should be administered within two hours following the accident. The District will also test for alcohol and controlled substances if an employee receives a citation for a moving traffic violation.

Section 5. Confidentiality

- A. The District will not release the examination and/or test results to any other party or agency, including law enforcement agencies, without the express written consent of the employee, or pursuant to a warrant or other legal process. The District agrees to maintain the confidentiality of the examination and/or test results to the best of its ability.

Section 6. Disciplinary Action

- A. Presence or detection of any controlled substance or their metabolites in body fluids of an employee (unless by prescription from the employee's doctor) will result in disciplinary action up to and including termination. Presence of alcohol more than .01 percent or greater shall also be cause for disciplinary action up to and including termination.
- B. Failure to fully comply with a request to submit to testing or otherwise follow this policy will also result in discipline, up to and including termination. A "refusal to submit" to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

1. A refusal to take a drug or alcohol test;
 2. A failure to report to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
 3. A failure to remain at a testing site until the testing process is complete or other follow up;
 4. A failure to permit the observation or monitoring of the provision of a urine sample when required;
 5. A failure or inability to provide a sufficient amount of urine, breath or saliva when directed without a valid medical explanation;
 6. A failure or refusal to take a second test as directed following a negative dilute result;
 7. A failure to undergo an additional medical examination as directed as part of the verification process or other follow up;
 8. A refusal to complete and sign the testing form and/or disclosure of medical information form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
 9. Tampering with or attempting to adulterate the urine or breath specimen or collection procedure;
- C. The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or controlled substances may be waived or held in abeyance by the District Manager pending said employee's attempt at rehabilitation. The District Manager has discretion to handle each case individually with factors such as the employee's frequency of use, commitment to rehabilitation, and type of substances taken into consideration regarding the waiving of penalties.
- D. Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee:
1. Successfully complete an approved rehabilitation program;
 2. Faithfully comply with maintenance and therapeutic measures (e.g., attendance at Alcoholics Anonymous or Narcotics Anonymous meetings); and
 3. Be subject to random testing without further reasonable cause.
- E. An employee who is found to have brought drugs, alcohol, or other controlled substances onto District property or work sites and/or to have provided them to other employee(s) shall be terminated without resort to a rehabilitation program.
- F. Discipline or termination should not be taken until a thorough investigation has been completed. The District should investigate any timely claim by the employee that challenges the reliability of the test results.

Section 7. Non-Discrimination Regarding the Use of Cannabis in Certain Circumstances

- A. For District employees or applicants for District employment who are not part of one or more of the groups described below, the District will not take any discriminatory employment action based on either the employee or applicant's off-duty use of cannabis away from the workplace or a drug test result which indicates the presence of non-psychoactive cannabis metabolites in the employee or applicant's hair, blood, urine, or other bodily fluids:
1. Employees or applicants for employment who are in the building and construction trades;
 2. Employees or applicants for employment who are subject to either state or federal law or regulation that requires drug testing (e.g., DOT rule, 49 CFR Part 40);
 3. Employees or applicants for employment who are hired for positions that require a federal government background investigation or security clearance in accordance with regulations issued by the United States Department of Defense pursuant to Part 117 of Title 32 of the Code of Federal Regulations, or equivalent regulations applicable to other agencies,.
- B. The District may take an employment action against applicant for employment that is based on a scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites.
- C. In addition, the District may take an employment action against an employee based on the prohibited conduct provided above.

Section 8. Compliance with Federal and State Law

The intent of this policy is to comply with current applicable federal and state law concerning drug and alcohol testing. Issues or inconsistencies that are not addressed in this policy will be determined by referring to applicable federal and state law and regulations governing drug and alcohol testing. The District reserves the right to make changes to this policy at any time for the purposes of complying with federal and state law or regulation as it exists now or as it may be amended.

Codes Cited:

1. †*California Health and Safety Code: Section 11007*,
https://leginfo.-legislature.-ca.-gov/faces/codes_displaySection.-xhtml?lawCode=HSC&ionNum=11007

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 10
Subject: Work Period
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 10/05/2023



POLICY NO. 10 – WORK PERIOD

Section 1. Definitions

- A. Non-Exempt Employee means an employee who is covered by the provisions of the Fair Labor Standards Act (29 U.S.C. Sec. 201 et seq.), including overtime and minimum wage provisions, as determined by the Board of Trustees.
- B. Exempt Employee means an employee who is not covered by the overtime and minimum wage provisions of the Fair Labor Standards Act as determined by the Board of Trustees.
- C. Workweek means the recurring period of seven consecutive days (168 hours) beginning with the workweek designated for each classification and ending seven consecutive days later and will be used as the basis for calculating overtime.
- D. Overtime means time spent in the performance of work ordered and approved or authorized by the District Manager or designee which is in excess of forty (40) hours per workweek except as provided for in *Section 3. C*, below.

Section 2. Work Schedules

- A. Work schedules are determined at the discretion of the District Manager or designee and are subject to change with or without notice, according to the needs of the District. Managers/supervisors are responsible for providing employees with clearly defined work hours and work schedules. A non-exempt employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from their assigned work schedule, and meal and rest period times. Employees must notify their director/supervisor if they will be absent from a work shift or tardy to work shift within one (1) hour prior to their scheduled work shift or as practicable.
- B. 9/80 Work Schedule and FLSA Workweek
 - 1. The 9/80 work schedule for full time employees consists of eight 9-hour days, one 8-hour day, and one regularly scheduled day off every two weeks. A 9/80 work schedule has a 30-minute meal period. For all employees working a 9/80 work schedule their workweek shall begin exactly four hours into their 8-hour shift on the day of the week that constitutes their alternative regular day off (RDO).
- C. The District shall, whenever practicable, give employees a seven (7) calendar day advance notice of a shift change.

- D. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation as determined by the District.

Section 3. Overtime

A. Notification of Employees

1. If the District Manager or designee determines that work beyond the normal workday or workweek is required, the District shall notify employees of the need for such overtime as soon as possible before the work is expected to begin.

B. Distribution of Overtime

1. The District shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the District Manager or designee determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
3. When a non-exempt employee is required to attend a local meeting outside their normal work schedule, the employee shall be compensated at one and one-half times their regular rate or their work schedule will be adjusted to allow for the attendance of the meeting during scheduled work time.

C. General Conditions and Exceptions

1. Overtime shall be compensated to all employees who are not exempt from the provisions of the Fair Labor Standards Act.
2. Employees are entitled to receive FLSA overtime pay for those hours actually worked in excess of forty (40) hours in one workweek.
3. Overtime shall be earned, credited, paid, or taken off in increments of six minutes. No overtime credit shall be given for increments of less than six minutes, unless specifically authorized by the District Manager.
4. Holidays not actually worked do not count as time worked for the purpose of computing overtime.
5. Overtime-eligible employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the District Manager or designee. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must report the time already worked and follow the supervisor's directive and cease working overtime. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination.

D. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1-1/2) times the regular rate.
2. For all regular, limited-term, and probationary employees, overtime may be converted to compensatory time or paid for at the option of the employee. Employees with existing compensatory time balances of sixty (60) hours shall be paid for all overtime work performed in excess of that amount.
3. Fringe Benefits Not Affected by Overtime: Overtime shall not be a basis for increasing retirement, vacation, or sick leave benefits, nor shall it be a basis for advancing completion of a salary step advancement.
4. An employee separating from District service shall be paid for accumulated compensatory time in a lump sum payment. In the case of an employee whose service is terminated by death, such payment shall be made to the employee's beneficiary.

Section 4. Accrual of Administrative Time for Exempt Employees

- A. Employees classified as exempt from the Fair Labor Standards Act are not entitled to paid overtime or compensatory time. FLSA exempt employees are granted a maximum of forty (40) hours of administrative leave each calendar year in the first pay period following January 1st. Administrative leave is prorated for exempt part-time employees and for employees who start mid-year.
- B. Any unused administrative leave hours will not roll over to the next year.

Section 5. Breaks and Cleanup Time

A. Meal Periods

1. Non-exempt employees who work at least an eight-hour workday will be provided a 30-minute uncompensated meal period. Employees are responsible for taking their meal period at a time designated by their supervisor. A meal period may not be used to cover tardiness or shorten the workday. Employees shall return, on time, as scheduled, from their meal period and must immediately notify management if they will be late.
2. Employees must obtain advanced approval from management to extend or advance their normal rest or meal period.

B. Rest Periods

1. A 15-minute paid rest period (not including restroom breaks) will be provided to non-exempt employees for each four-hour period of work. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period and may not be used to cover tardiness. Employees are expected to return, on time, as scheduled, from rest periods/breaks and to contact management immediately if they will be late.

C. Cleanup/Donning and Doffing Time

1. Subject to the discretion of the supervisor, non-exempt employees may be provided with up to 15 minutes of cleanup time during the first 15 minutes of the employee's shift and/or the last 15 minutes of the shift to perform activities such as cleaning up a work area, putting away tools, personal wash up, and changing of clothes.
2. Employees working certain assignments who are required to wear a uniform will be provided with up to 15 minutes at the start of their shift and 15 minutes at the end of their shift, to don and doff their uniforms and personal protective equipment. The District provides locker rooms or changing facilities for the convenience of employees.

Section 6. Lactation Accommodation

A. Lactation Break Time and Location

1. The District provides employees the right to request lactation accommodation in accordance with California law. The District will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk. The break time shall, if possible, run concurrently with any break time already provided to the employee. For a non-exempt employee that may need time beyond the usual authorized break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.
2. Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.
3. The District will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.
 - a. Be shielded from view and free from intrusion while being used to express milk. The room shall be safe, clean, and free of hazardous materials. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will 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. The employee shall also have access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, the District may provide another cooling device suitable for storing milk, such as a company-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

B. Lactation Accommodation

1. Employees who require lactation accommodation should make a request for lactation accommodation, either orally or in writing, to the Human Resources Analyst or designee. If the District cannot provide break time or a location that complies with California law the District will provide a written response to the employee.

2. An employee who does not believe the District is providing an appropriate lactation accommodation should immediately inform the District Manager. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee's lactation rights under California law.

Policies Cited:

N/A

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 11
Subject: Pay Practices
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 10/05/2023



POLICY NO. 11 – PAY PRACTICES

Section 1. Public Accountability

- A. All District employees, both exempt and non-exempt from the Fair Labor Standards Act, shall be held accountable for time worked. Non-exempt employees must accurately report all work time to the nearest six (6) minutes. The supervisor for each classification shall be responsible for verifying time worked and shall certify each timecard or time sheet as true and correct.

Section 2. Method for Compensation for Employees

- A. Employees shall receive compensation at the bi-weekly or hourly rate within the range assigned to the class in which they are employed.
- B. The pay rate for each class is set forth in the Annual Fiscal Year Budget Salary Schedules.

Section 3. Authorization for Salary Increases

- A. The District Manager shall have discretion to authorize salary increases in accordance with the salary schedule as authorized by the Board.

Section 4. Pay for New Employees

- A. A new employee shall be paid at the recruiting rate of the salary range in effect for the particular class in which the new employee is hired.
- B. The District Manager may authorize the appointment of any employee at any step or pay within the salary range of the classification. Such appointments shall be made only when the District Manager makes a determination that there is a direct benefit to the District for such an appointment and that the applicant's previous training and experience enables them to make a greater contribution.

Section 5. Merit Increase Within a Range

- A. Extra help employees shall not be eligible for merit increases within a range.
- B. Salary increases within a range shall not be automatic. They shall be based on merit and granted on the recommendation of department directors and the approval of the District Manager.

- C. Merit increases for the purpose of this Section shall be based on achievement of goals and objectives, performance evaluations, and conduct that does not lead to disciplinary action.
- D. Anticipated merit increases shall be budgeted and presented in the annual budget to the Board of Trustees for approval. Merit increases shall be granted based on the budgeted amount approved by the Board of Trustees.
- E. A new or reemployed employee in a regular or limited-term position at the first step in the pay scale shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of probation as described in **Policy No. 03, Section 1*. The granting of Authorized Leave Without Pay, except District Leave, or the imposition of a suspension shall cause the merit increase eligibility date to be extended the number of calendar days equal to the Authorized Leave Without Pay or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Authorized Leave Without Pay or suspensions.
- F. A probationary employee in a part-time regular or limited-term position shall have a merit increase eligibility date of the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position shall have subsequent merit increase eligibility dates of the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- G. Merit increases may be granted for one-half (0.5) or one (1) step within the salary range based upon the employee's performance. If the criteria in *Section 5.C and 5.D*, above, are met and the employee receives a satisfactory evaluation, the employee may be eligible to receive a one-half (0.5) step increase. If the criteria in *Section 5.C and 5.D*, above, are met and the employee receives an above satisfactory evaluation, the employee may be eligible to receive a one (1) step increase. No merit increases shall be granted to employees that receive an evaluation that is below satisfactory.

Section 6. Salary on Promotion

- A. Except as modified by *Section 7.B*, below, a regular, limited-term, or probationary employee who is promoted to a position in a class with a higher pay range shall receive the higher of the following rates:
 1. The recruiting rate for the higher class; or
 2. For employees promoted to a class containing a range of fixed steps which overlap with the range of the previous class, the employee shall receive the step rate in the salary range of the new position which provides an increase in salary, not to exceed the top step of the new salary range. When the increase in salary is less than the equivalent of a one-step increase in the salary range of the previous position, the employee shall be placed on the next higher step of the position to which they are appointed.

- B. Employees who are promoted to a class from which they were previously reduced without a salary decrease shall receive a salary rate no higher than the rate which would have been achieved if the employee had remained in the class and had demonstrated satisfactory performance.

Section 7. Salary on Reassignment

- A. When a regular, limited-term, or probationary employee is reassigned from one class to another class with the same recruiting rate, the employee's salary and merit increase eligibility date, if applicable, shall not change. Such employees shall have the same probation status which would have been achieved if they had been in the new class throughout the period of such service in the previous class.
- B. When a regular, limited-term, or probationary employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary and merit increase eligibility date, if applicable, shall be the employee's original date of hire.
- C. When a regular, limited term, or probationary employee is reassigned from a class on one salary range to a class on another salary range, the employee shall be placed at the closest step that does not involve a salary reduction and does not to exceed the top step in the range. Such an employee shall have the same probation status and merit increase eligibility date, if applicable, which would have been achieved if the employee had been in the new class throughout the period of such service in the previous class.

Section 8. Salary on Reduction

A. Disciplinary Reductions

- 1. When the salary of a regular, limited-term, or probationary employee is reduced for disciplinary reasons, the employee's salary shall be an amount which is closest to a two (2) step decrease.
- 2. When a regular or limited-term employee is reduced to a lower class because of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest to a two (2) step reduction or the top step of the salary range of the new class, whichever is lower. The employee's step increase eligibility date shall be the first day of the pay period following completion of fifty-two weeks of service in the new class.

B. Non-disciplinary Reductions

- 1. Except as provided in *Section 8.B.2.c*, below, when the salary of a regular or limited-term employee is reduced for non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay immediately prior to reduction. When the salary of a probationary or promotional probationary employee is reduced for non-disciplinary reasons, the employee shall have the salary status and, if applicable, the step increase eligibility date they would have

achieved if the employee had remained in the lower class throughout the period of their service in the higher class.

2. When the salary of a regular, limited-term, or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
 - a. If the salary of the employee is the same or less than the maximum rate in the new pay range, the salary of the employee shall not change.
 - b. If the salary of the employee is greater than the maximum rate in the new pay range the salary of the employee shall be designated as a Y-rate. Beginning on the effective date of the reclassification, the Y-rate shall not change during continuous regular service until the maximum rate in the new pay range exceeds the Y-rate or until two years has elapsed, whichever is sooner. If at the end of two years the Y-rate still exceeds the maximum rate in the pay range, the salary of the employee shall be reduced to the maximum rate in the pay range for the new class.
 - c. When an employee with a Y-rate salary takes a voluntary reduction, the Y-rate shall be reduced by the difference between the maximum rate of the previous class and the maximum rate of the new class.

Section 9. Salary on Reclassification

- A. The salary of a regular, limited-term, or probationary employee whose position is reclassified shall be determined as follows:
 1. If the position is reclassified to a class with the same salary range, the salary of the employee shall be set as in *Section 8*, above.
 2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by *Section 6*, above, Salary on Promotion; or, at the discretion of the District Manager, the salary of the employee shall not be changed.
 3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by *Section 8*, above, Salary on Reduction.

Section 10. Salary on Re-employment

- A. A person who was separated in good standing from District service and is reemployed in the same class may, upon approval of the District Manager, be appointed at a step higher than the recruiting rate.

Section 11. Bilingual Pay

- A. Employees who qualify for bilingual pay will be provided \$50 on the second paycheck of each month. Employees who receive bilingual pay are expected to perform translation services for their department and/or for other District services as required. The District Manager shall determine whether an employee qualifies for such compensation.

Section 12. Additional Compensation

- B. Notwithstanding anything in the District's Personnel Rules and Regulations to the contrary, when in the judgment of the District Manager it becomes necessary or desirable to utilize the services of District employees in capacities other than those for which they are regularly employed, the District Manager may authorize an additional rate of compensation for such employees.

Policies Cited:

1. **SGVMVCD: Policy No. 03 – General Personnel Provisions, Section 1*

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 12
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Category: Personnel Rules and Regulations
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Revision(s): 10/05/2023



POLICY NO. 11 – LEAVE PROVISIONS

Section 1. Sick Leave**A. Accumulation of Sick Leave**

1. For the purpose of this Section, each bi-weekly pay period for which a full-time employee receives their full bi-weekly salary shall be considered the equivalent of eighty (80) scheduled paid hours.
2. During the first three (3) years of employment, regular and limited-term full-time and part-time employees shall earn 2.77 hours of sick leave with pay each bi-weekly pay period.
3. After an employee has been paid for three (3) years of employment exclusive of overtime hours, regular and limited-term full-time employees shall earn 3.7 hours of sick leave with pay each bi-weekly pay period.
4. Sick leave earned shall be added to the employee's sick leave account upon the completion of the pay period. Nonetheless, sick leave is accrued on a pro rate basis for each hour worked.
5. All part-time and extra help employees who work 30 or more days within a year from the commencement of employment with the District shall receive three (3) days or twenty-four (24) hours of paid sick leave, whichever is greater, at the beginning of each 12-month period under the front load method. Any unused and applied paid sick leave will not carry over year to year.

B. Permitted Uses of Sick Leave

1. Sick Leave may only be applied to:
 - a. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
 - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the District.
 - c. The diagnosis, care, or treatment of an existing health condition, or for preventive care for an employee or the employee's family member ("family member" includes the

employee's child, parent, parent-in-laws, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person.)

- d. If the employee is victim of domestic violence, sexual assault, or stalking.
- e. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the following conditions:
 - i. The illness or injury precludes the effective use of vacation and prevents the employee from performing their normal duties.
 - ii. The employee shall notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of their vacation leave, whichever is sooner, to request that their illness on vacation be charged to sick leave.
 - iii. The District shall not be obligated to extend the vacation beyond the original scheduled ending date.
 - iv. Upon return to work, the employee may be required to furnish the District with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

C. Prohibited Use of Sick Leave

1. Sick Leave shall not be applied to absences other than those listed above.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition, or medical or dental office calls when the District has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. An employee shall be required to furnish a certificate issued by a licensed physician or registered nurse if three (3) or more consecutive days (or 24 hours) of sick leave pay are charged. An employee absent due to personal illness, injury, or disability for two (2) weeks or more shall be required to furnish a release to "return-to-work" from the health care provider stating the employee is able to resume work with or without restrictions.
4. Any conditions or restrictions placed on an employee's use of sick leave apply also to sick leave used because of a serious illness of an immediate family member and for care of an ill child, parent, registered domestic partner or spouse.
5. Upon official retirement from District service, the employee shall be compensated for accumulated sick leave not to exceed 240 hours at fifty percent (50%) of the employee's current rate of pay. In order to receive payment for accumulated sick leave upon retirement, the employee must be at least 50 years of age and have worked for the District with no break in service for a minimum of five (5) years.

6. If an employee dies due to a work-related injury while in the employ of the District, their survivors shall receive payment for all accumulated sick leave not to exceed 240 hours at one hundred percent (100%) of the employee's current rate of pay.
7. Upon separation from District service for reasons other than retirement or death, no employee shall be paid for any accumulated sick leave.
8. The rate of pay for sick leave will be based on the employee's hourly wage and paid at the employee's regular rate of pay. Paid sick time is not considered hours worked for purposes of overtime compensation.
9. The District will provide paid sick days upon the oral or written request of an employee.
10. Employees who are denied use of their paid sick leave for one of the reasons listed above should contact their supervisor for an individualized review. Employees will not be subject to retaliation or discrimination for requesting or using paid sick leave.

Section 2. Cash Out Program

- A. On an annual basis and pursuant to the requirements stated below, eligible employees may elect to receive payment of accrued sick leave at the end of the following year. Eligible employees may elect to cash out up to a maximum of forty (40) sick leave hours at fifty percent (50%) of current rate of pay, by submitting an irrevocable leave cash out election form to the Human Resource Analyst or designee no later than December 10. Employees must maintain one hundred twenty (120) hours of sick leave to be eligible for the sick leave cash out program. The leave hours identified in the irrevocable leave cash out election form to be cashed out shall be deducted from sick leave hours accrued in the following calendar year and shall be paid out in the first pay period of December of the following calendar year at fifty percent (50%) rate of the employee's base hourly rate of pay at the time of cash out. The remaining unused sick leave shall remain in the sick leave bank. At the time of cash out in December of the following year, if the employee has less sick leave hours in the sick leave bank than the amount identified in the irrevocable leave cash out form, then the amount of sick leave remaining in the sick leave bank shall be cashed out.
- B. The irrevocable leave cash out election form is available in the Human Resources Department. Once the employee submits the leave cash out election form, the form is final and irrevocable, and the employee may not make any changes to it. Employees who do not submit irrevocable leave cash out election forms by December 10 will have been deemed to have elected to forgo participation in the annual sick leave cash out program. Late irrevocable leave cash out election forms will not be accepted.
- C. In addition to annual sick leave cash out, an employee shall be entitled to make one written request per calendar year to the District Manager for a cash-out of accrued sick leave for one of the following reasons: Declaration of local emergency, catastrophic medical emergency, or military leave. Such request must be submitted on the emergency leave cash out form and must be reviewed by the District Manager to determine eligibility. Authorization of emergency cash out request shall be at the discretion of the District Manager.

Section 3. Bereavement Leave

- A. Upon request, regular, limited term, or probationary employees shall receive necessary time off with pay, not to exceed five (5) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, spouse, registered domestic partner, child, grandparent, grandchild, daughter-in-law, son-in-law, or legal guardian. Bereavement leave need not be taken in consecutive days, but the bereavement leave must be completed within three months of the date of death of the family member.

Section 4. Authorized Leave Without Pay

A. District Leave

1. A regular, limited-term, seasonal, or probationary employee may request a District Leave without pay for a period not to exceed fifteen (15) calendar days. The granting of such leave shall be at the discretion of the District Manager except in cases where Official Leave has been authorized pursuant to *Section 4.B*, and *Section 9.A*, below. The District Manager may require that all accumulated compensatory time be used prior to granting of District Leave. The use of earned vacation prior to the obtaining of District Leave shall be at the option of the employee. If the short-term leave request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

B. Official Leave of Absence

1. Upon request, a regular, limited-term, seasonal, or probationary employee may be granted an Official Leave of Absence without pay for instances where the employee is not entitled to any legally protected leave. The granting of such leave shall be at the discretion of the District Manager and, if granted, shall not exceed four (4) months except as provided in 2., below. Such leave may be authorized only after an employee's completion of a District Leave and after all compensatory and vacation accruals have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for an additional two (2) months at the discretion of the District Manager. If the District Manager denies the extension of such leave, provision of 4, below shall not apply.
3. An employee shall give notice two (2) weeks prior to the date they want to return to work. If an employee does not give the two (2) week notice prior to the date they want to return to work, the District shall not be required to return the employee to work until the employee gives such notice; however, the District may waive the notice or reduce the notice period at its discretion.
4. An Official Leave shall not be credited toward continuous service.

5. If the Official Leave request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

C. Family and Medical Leave

1. The California Family Rights Act (CFRA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under this policy is twelve (12) weeks within a twelve (12) month period. For more information regarding leave under this policy, employees should contact human resources.
 - a. To be eligible for leave under CFRA, an employee must:
 - i. Have been employed by the District for at least 12 months; and
 - ii. Have worked for the District at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of leave.
 - b. CFRA leave may be taken by eligible employees for the following reasons:
 - i. To care for or bond with a newborn child.
 - ii. To care for or bond with a child placed with the employee and/or the employee's registered domestic partner for adoption or foster care. To care for a spouse, parent, registered domestic partner, child, sibling, grandparent, grandchild, parent-in-law, or any Designated Person with a serious health condition.
 - iii. Because of the employee's serious health condition that makes the employee unable to perform any one or more essential functions of their job (except for pregnancy, which is covered under Pregnancy Disability Leave and does not run concurrently with CFRA).
 - iv. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, child, parent, or domestic partner is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation.
 - v. Leave to care for a spouse, child, parent, or "next of kin" who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single twelve (12) month period.
 - c. Definitions
 - i. Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the

employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing-treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider, or one visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of “continuing treatment.”

- ii. Domestic Partner means another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
- iii. Family Member for CFRA leave means an employee’s child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
- iv. Grandchild means a child of the employee’s child.
- v. Grandparent means a parent of the employee’s parent.
- vi. Child means a child, including a child who is 18 years of age or older who is capable of self-care. An employee’s child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- vii. Parent means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- viii. Sibling means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- ix. Parent-in-law means the parent of a spouse or domestic partner of the employee.
- x. Designated Person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per twelve (12) month period for family care and medical leave.
- xi. Covered Active Duty means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

- xii. Covered Service Member means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- d. The Twelve (12) Month Measurement Period
 - i. The District uses the “rolling” twelve (12) month period measured backward from the date an employee uses any CFRA leave and continuous with each additional leave day taken.
 - e. Intermittent or Reduced-Schedule Leave
 - i. Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave to bond with a new child must be taken in two-week increments, with a shorter duration allowed on two occasions.
 - ii. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt District’s operations. Intermittent leave is permitted in intervals of at least one hour or at the same intervals as provided in District’s [sick leave, vacation, or paid-time-off] policy, whichever increments are smaller.
 - f. Substitution of Paid Accrued Leaves
 - i. Although family and medical care leave is unpaid, an employee may elect and the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.
 - ii. Employee’s Right to Use Paid Accrued Leave Concurrently with CFRA Leave.
 - (a) An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee’s own serious health condition or that of the employee’s parent, parent-in-law, spouse, domestic partner, child, grandparent, grandchild, sibling, or designated person.
 - iii. District’s Right to Require an Employee to Use Paid Leave When Using CFRA Leave.

- (a) Employees must use and exhaust their accrued leaves concurrently with CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:
 - (i) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
 - (ii) An employee must agree to use leave from the employee's accrued leave to care for a child, parent, spouse or domestic partner, grandparent, grandchild, sibling, or designated person.
- g. Maintenance of Health Benefits
 - i. If employees and/or their families participate in the District's group health plan, the District will maintain coverage during CFRA leave on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on unpaid leave. In some instances, District may recover premiums it paid to maintain health coverage or other benefits for employees and/or their families. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage, and benefits.
- h. Procedures
 - i. When seeking leave under this policy, employees must provide the following to Human Resources:
 - (a) Thirty (30) days' notice of the need to take CFRA leave if the need for leave is foreseeable or notice as soon as practicable in the case of unforeseeable leave and in compliance with District's normal call-in procedures, absent unusual circumstances.
 - (b) Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member within fifteen (15) calendar days of District's request for the certification (additional time may be permitted in some circumstances). Failure to do so may result in delay of the commencement of leave or denial of a leave request.
 - (c) If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third

provider will be binding. The District must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

(d) Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.

(e) A return-to-work release before returning to work if the leave was due to the employee's serious health condition, which made the employee unable to perform their job.

i. Employer Responsibilities

i. To the extent required by law, District will inform employees whether they are eligible for leave under CFRA. Should employees be eligible for CFRA leave, District will provide them with a notice that specifies any additional information required, as well as their rights and responsibilities. District will also inform employees if leave will be designated as CFRA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlement. If employees are not eligible for CFRA leave, District will provide a reason for ineligibility.

j. Reinstatement

i. Upon returning from CFRA leave, employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions, in accordance with applicable law. Under the CFRA, the District may not deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) during or upon the expiration of CFRA leave.

k. Failure to Return After CFRA Leave

i. If an employee fails to return to work as scheduled after CFRA leave or if an employee exceeds the 12-week CFRA entitlement, the employee will be subject to District's other applicable leave of absence, accommodation, and attendance policies. This may result in termination if the employee has no other District-provided leave available that applies to the continued absence, to the extent permitted by applicable law. Likewise, following the conclusion of the CFRA leave, District's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

l. Parents Both Employed by the District

i. If both married parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:

- (a) The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period; and
 - (b) Each married parent is entitled to take twelve (12) workweeks of CFRA leave during any twelve (12) month period.
- ii. If both married parents of a covered service member are employed by the District and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the twelve (12) month period. This limitation does not apply to any other type of leave under this policy.

D. Pregnancy Disability Leave

1. California law protects women who are pregnant from employment discrimination and allows them to take time off work for their pregnancy, childbirth, and related medical conditions. Women employed with the District are entitled to unpaid pregnancy disability leave (PDL) for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks) from the date of hire for disability due to pregnancy, childbirth, and related medical conditions. For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.
2. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the health care provider of the employee. The leave may be taken at any time she is disabled during or after the pregnancy and does not need to be taken all at once. A woman also is considered “disabled by pregnancy” if she is suffering from severe “morning sickness” or needs to be off for prenatal care. PDL may not be used for baby bonding.
3. If possible, the employee is required to give 30 days’ advance notice of the need to take PDL. If 30 days’ notice is not possible due to a change in circumstances or a medical emergency, the employee must give notice as soon as practicable. An employee shall be required to furnish medical certification PDL. The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth, or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth, or a related medical condition; and (3) the estimated duration or end date of the leave.
4. An eligible employee who is granted PDL will be guaranteed reinstatement upon expiration of the pregnancy disability leave to her original position or to a position with same or comparable duties and pay and at the same or comparable geographic location, except as provided in *Section 4.D.9*, below. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. The employee shall retain

the same seniority as they had at the time of starting leave and shall be reinstated to any benefits previously provided without any new qualification period.

5. FMLA leave shall run concurrently with PDL. While on FMLA leave, health and dental/vision insurance premiums of covered employees shall be paid by the District while the employee is on PDL. Taking PDL may be a qualifying event for COBRA purposes. However, the employee may continue to be covered by health and dental/vision insurance by paying the District the full premium by the first of the coverage month.
6. Any employee on PDL shall use all accrued sick leave first. At the option of the employee, vacation leave or compensatory time may be used once all accrued sick leave has been used. The use of sick leave, vacation leave, or compensatory time does not extend the length of the PDL.
7. Employees on unpaid PDL shall not earn sick leave or vacation leave. Employees shall earn sick leave and vacation leave for each paid hour of vacation leave, compensatory time, and sick leave used. The use of sick leave, vacation leave, and compensatory time shall be used for credit for seniority. PDL used during a probationary period shall extend the length of the probationary period by the length of the leave.
8. If a holiday falls during PDL, the day is counted as PDL. Employees receive pay for holidays if the employee is paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.
9. The District may refuse to reinstate the employee if:
 - a. The employee would not otherwise have been employed in her same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee taking a pregnancy disability leave, such as a layoff; or
 - b. Preserving the job duties for the employee would substantially undermine the employer's ability to operate the business safely and efficiently.

E. General Provisions

1. Except as described in *subsections 4.C and D*, above, a request for a leave of absence shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
2. A request for leave of absence without pay shall normally be initiated by the employee, but may be initiated by the employee's section only where the employee is unable to initiate such action.
3. Employees on leave of absence without pay shall not earn sick or vacation leave, or credit towards seniority, nor shall the leave of absence count as time towards completing a probationary period.

Section 5. School Related Leave

A. School or Licensed Day Care Activity Leave

1. Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to forty (40) hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave, or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians, or grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision.

B. Child Suspension Leave

1. Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel. Such time off is separate and apart from time off for school or licensed day care activity leave.

Section 6. Military Leave of Absence

- A. Military leave will be granted in accordance with federal and state law. A request for Military Leave of Absence shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return. Military Leave is governed by provisions of the Military and Veterans Code of the State of California, Section 395 to 395.5. When a regular position is vacant due to a Military Leave of Absence, the position may be filled for the length of that leave.

Section 7. Jury Duty Leave

- A. A regular, limited term, or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular hourly rate of pay for those hours of absence that occur during the employee's regularly scheduled working hours not to exceed two (2) workweeks. The employee's fees for jury duty, exclusive of mileage, shall be deposited into the General Fund of the District. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Workers' Compensation Leave

- A. When an injury is determined to be job related, an employee shall be placed on Worker's Compensation Leave. If such determination cannot readily be made, and all sick leave has

been applied to the absence, the employee shall be placed on an Official Leave of Absence until a final determination is made.

- B. Workers Compensation Leave shall continue until the employee:
1. Is determined to be physically able to return to work by a medical doctor and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 2. Is determined to be physically able to return to work with medical restrictions which the District can accept by a medical doctor, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 3. Accepts employment outside the District; or
 4. Accepts employment in another District position; or
 5. Has been found to be permanent and stationary and cannot be rehabilitated as provided by law; or
 6. Is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave shall give notice two (2) weeks prior to the date they want to return to work. If an employee does not give two (2) weeks notice prior to the date they want to return to work, the District shall not be required to return the employee to work until such notice is given; however, the District may waive the notice or reduce the notice period at its discretion.

Section 9. Absence Without Authorization

- A. Absence without authorization or prior notification for three (3) consecutive days shall be considered an automatic resignation from District employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the District Manager prior to the expiration of the time limit specified in A., above.
- C. Written notice of automatic resignation by the District Manager shall be made by sending such notice to the last known address of the employee to be notified, registered with return receipt requested and the depositing of it in the United States mail with postage fully prepaid. Notice is complete upon mailing.
- D. A regular, limited term, or probationary employee may, within ten (10) calendar days from the date of receipt of a written notice of automatic resignation, file a written request for reinstatement. If the employee does not receive a written notice of automatic resignation, a written request for reinstatement by be made within thirty (30) calendar days from the effective date of such resignation. At the sole discretion of the District Manager, such time limits may be extended.

- E. Reinstatement may be granted if the employee makes written explanation satisfactory to the District Manager as to the cause of the unauthorized absence, the reasons for failing to obtain an Authorized Leave, and the submission of any pertinent documentation to substantiate such reasons, and the District Manager finds that the employee is ready, able, and willing to resume the full duties of their position. Automatic resignations may be rescinded in cases where the District determines that the employee was unable due to exigent circumstances to contact their supervisor, provided the employee attempted to do so at the first possible opportunity.
- F. An employee so reinstated shall not be paid for the period of their unauthorized absence of separation and shall be treated as if on Official Leave for purposes of continuity of employment and other appropriate benefits, unless the use of sick leave, vacation, or compensatory time is appropriate.
- G. Notwithstanding any other provision of this Section, the District Manager may rescind an automatic resignation.
- H. No employee separated on account of automatic resignation has the right to a post-separation appeal.

Section 10. Catastrophic Leave Program

- A. The District Manager shall establish and administer a Catastrophic Leave Program for District employees. The program shall provide for the donation of vacation and compensatory time to District employees whose personal illness or injury is expected to exceed their accrued leave balances by at least fourteen (14) calendar days.
- B. Each donation shall be a minimum of two (2) hours and a maximum of eight (8) hours. Donations exceeding the minimum requirement shall be made in whole hour increments.
- C. This provision shall not apply to employees who are receiving workers' compensation pay, up to 80 hours per pay period.
- D. To be eligible to receive catastrophic leave, an employee must be suffering from a debilitating illness or injury which is expected to incapacitate the employee or an immediate family member, including and limited to parents, children, spouse, or registered domestic partner, for an extended period and which creates a financial hardship.

Policies Cited:

1. *SGVMVCD: Policy No. 03 – General Personnel Provisions, Section 1*

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 13
Subject: Vacation
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 13 – VACATION

Section 1. Accumulation of Vacation

- A. A new employee in a full-time or part-time regular, probationary, or limited-term position shall earn 3.70 hours of vacation each bi-weekly pay period.
- B. Vacation earned shall be added to the employee's vacation leave account upon the completion of the pay period.
- C. If the employee starts to work in the middle of a pay period, the employee shall not earn vacation hours for that pay period.
- D. No vacation hours shall be credited for any portion of a pay period during which an employee terminates District service.
- E. Vacation time earned will increase, based on years of service, according to the following schedule:
 - 1. After five (5) years of employment exclusive of overtime hours, the employee shall earn 4.62 hours of vacation each bi-weekly pay period.
 - 2. After eight (8) years of employment exclusive of overtime hours, the employee shall earn 5.54 hours of vacation each bi-weekly pay period.
 - 3. After thirteen (13) years of employment exclusive of overtime, the employee shall earn 6 hours of vacation each bi-weekly pay period.
 - 4. After nineteen (19) years of employment exclusive of overtime, the employee shall earn 7.38 hours of vacation each bi-weekly pay period.
- F. The maximum allowable vacation credit at any one time for a full-time employee shall be two hundred forty (240) hours. Once two hundred forty (240) hours have been accumulated, no additional vacation hours shall be credited unless vacation hours are used.

Section 2. General Provisions

- A. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- B. Extra help employees shall not earn vacation.

- C. All vacations must be approved thirty days in advance by the employee's Department Director. Use of vacation in emergency situations may be approved by the Department Director without prior notice.
- D. During active mosquito months, May through October, vacations shall be granted to only one employee at a time. Although it is requested that vacations be scheduled during months of low mosquito activity, consideration shall be given to employees who request specific vacation periods.
- E. No vacation shall accrue by employees while they are on an unpaid leave of absence of more than ten (10) working days.
- F. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in *Policy No. 12, Section 1.B.1.e*.
- G. If an employee has accumulated 240 hours of vacation and is unable to use vacation hours due to a District emergency, the District Manager may authorize accumulation of hours in excess of 240 hours or may authorize payment of hours in excess of 240 hours. In either case, the employee must use vacation hours once the emergency has passed.
- H. Employees shall have access to their own vacation balance through their individual dashboard on the District's time and attendance portal. Vacation balances are also printed on employees' paystubs. Employees are responsible for tracking their own vacation accrual and are encouraged to schedule vacation time before the maximum limit of two hundred forty (240) hours has been accumulated.
- I. An employee separating from District service for reasons other than paid District retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from District service by way of paid District retirement may elect either to take time off for their vacation or to be paid for their vacation in a lump sum payment.

Section 3. Cash Out Program

- A. An employee may, on an annual basis and pursuant to the requirements stated below, elect to receive payment of accrued vacation leave at the end of the following year. Employees may elect to cash out, in increments of ten (10) hours, up to a maximum of sixty (60) vacation leave hours by submitting an irrevocable leave cash out election form to the Human Resources Analyst or designee no later than December 10. The leave hours identified in the irrevocable leave cash out election form to be cashed out shall be deducted from vacation leave hours accrued in the following calendar year and shall be paid out in the first pay period of December of the following calendar year at the employee's base hourly rate of pay at the time of cash out. The remaining unused vacation leave shall remain in the vacation leave bank. At the time of cash out in December of the following year, if the employee has less vacation leave hours in the vacation leave bank than the amount identified in the irrevocable leave cash out form, then the amount of vacation leave remaining in the vacation leave bank shall be cashed out.
- B. The irrevocable leave cash out election form is available in the Human Resources Department. Once the employee submits the leave cash out election form, the form is final and irrevocable,

and the employee may not make any changes to it. Employees who do not submit irrevocable leave cash out election forms by December 10 will have been deemed to have elected to forgo participation in the annual vacation leave cash out program. Late irrevocable leave cash out election forms will not be accepted.

- C. In addition to annual vacation leave cash out, an employee shall be entitled to make one written request per calendar year to the District Manager for a cash-out of accrued vacation leave for one of the following reasons: Declaration of local emergency, catastrophic medical emergency, or military leave. Such request must be submitted on the emergency leave cash out form and must be reviewed by the District Manager to determine eligibility. Authorization of emergency cash out request shall be at the discretion of the District Manager.

Policies Cited:

1. *SGVMVCD: Policy No. 12 – Leave Provisions, Section 1.B.1.e*

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 14
Subject: Holidays
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 14 - HOLIDAYS

Section 1. Holidays Observed

A. District Employees shall observe the following holidays:

- | | |
|---------------------------|--------------------------------------|
| 1. New Year's Day | January 01 |
| 2. President's Day | 3 rd Monday of February |
| 3. Memorial Day | Last Monday of May |
| 4. Juneteenth | June 19 |
| 5. Independence Day | July 04 |
| 6. Labor Day | 1 st Monday of September |
| 7. Veteran's Day | November 11 |
| 8. Thanksgiving Day | 4 th Thursday of November |
| 9. Day After Thanksgiving | 4 th Friday of November |
| 10. Christmas Eve | December 24 |
| 11. Christmas Day | December 25 |
| 12. New Year's Eve | December 31 |
| 13. Floating Holidays (2) | With Approval |

B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday to receive holiday pay. With District approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

- B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- C. An employee who is terminating employment for reasons other than paid District retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Only regular, limited term, and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

- A. Full-time regular and limited-term employees shall be eligible to receive holiday pay as follows:
 - 1. When a holiday falls on a regular 9-hour workday, the employee shall be paid 9-hours.
 - 2. When a holiday falls on an employee's regular 8-hour (Friday) workday, the employee shall be paid 8-hours.
 - 3. When a holiday falls on an employee's regularly scheduled day off (RDO), the employee shall receive eight (8) hours of floating holiday credit. All holiday leave must be taken by the end of the calendar year.
 - 4. An employee who is required to work on Christmas Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1-1/2) times the employee's basic hourly rate for the number of hours actually worked.
 - 5. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

Section 4. District Office Holiday Closure

- A. The District office, including all District departments and services, will be closed during the Holiday Closure period. The Holiday Closure period begins December 26 and continues through December 30. Should the District Manager determine that services are required on account of emergency business necessity during the Holiday Closure period, corresponding District staff will be notified and required to work during this time.
- B. During the Holiday Closure period, all regular, limited term, and probationary employees shall take paid leave from compensatory, administrative, floating holiday, or vacation time accruals or use unpaid leave. Sick leave time accruals are not eligible to be utilized during the Holiday Closure period.
- C. The Holiday Closure period is not vacation, does not accrue, does not carry over, and is not cashed out upon separation of employment.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 15
Subject: Reasonable Accommodation and Interactive Process
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 10/05/2023



POLICY NO. 15 – REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS

Section 1. – Reasonable Accommodation

- A. Absent the imposition of undue hardship to the District or its operations or the existence of a direct threat to either the health and safety of employee requesting the accommodation or others, the District will provide employment-related accommodations to the following employees and applicants for employment:
1. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
 2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if they so request, and with the advice of their health care provider; and
 3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
 4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.
- B. Supporting Documentation or Certification
1. If the disability or the need for reasonable accommodation is not obvious, the District may require the individual requesting such accommodation to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the District will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.
- C. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions
1. If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two business days

after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

D. Certification of Victim Status

1. An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:
 - a. A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
 - b. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

E. Fitness for Duty Examinations

1. Applicants
 - a. After the District extends a conditional offer of employment to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the agency, and required of all applicants for the job classification. The District will notify an applicant or employee who is required to pass a medical and/or psychological examination of their right to obtain a second opinion at their expense and that they may submit such second opinions for consideration.
2. Current Employee
 - a. The District Manager or designee may require an employee to submit to a fitness for duty examination to determine whether the employee has a disability and is able to perform the essential functions of their job when there is significant evidence of the following:
 - i. The employee's ability to perform one or more essential functions of their job has declined; or
 - ii. Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

3. Role of Health Care Provider

- a. The District may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense. The District will allow an employee paid time off to attend the exam. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the District with non-confidential information regarding whether:
 - i. The applicant or employee has a disability within the meaning of the FEHA;
 - ii. The applicant or employee is fit to perform essential job functions;
 - iii. Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
 - iv. There are any reasonable accommodations that would enable the employee to perform essential job functions; and
 - v. The employee's continued employment poses a threat to the health and safety of themselves or others.
- b. Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

4. Authorization for Use of Medical Information

- a. During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

5. Medical Information from the Employee or Applicant

- a. If an employee or applicant submits medical information to the District from their own health care provider, the District will not forward that information on to the health care provider who conducted the examination for the District, without the employee or applicant's written authorization.
- b. Upon receipt of the written authorization, the District will request the District-paid health care provider to determine whether the information alters the original fitness for duty assessment.

Section 2. Interactive Process

A. Initiation of the Interactive Process

The District will initiate the interactive process when:

1. An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
2. The District otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation), or by observation of the employee's work;
3. The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;
4. An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of their health care provider;
5. An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
6. An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;
7. An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
8. An employer is aware of the need for a reasonable accommodation for an employee or applicant's religious beliefs, observance, or practices.

B. Interactive Communication

1. After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the District will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The District will document these communications in writing.

C. Potential Accommodations for Applicants or Employees with Disabilities

1. Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests, but has the right to select and

implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to, the following:

- a. Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to, the following: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials or policies; and/or the provision of qualified readers or interpreters; job restructuring; part-time or modified work schedules; paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave; preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system; reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or reassignment to a temporary position, if the individual agrees.

D. Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions

1. Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to, the following: transfer to a less strenuous or hazardous position for the duration of the pregnancy; change in or restructuring of work duties, such as modifying lifting requirements; providing more frequent breaks; providing seating; time off for medical appointments; and transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four (4) month pregnancy disability leave entitlement.

E. Potential Accommodations for Employee - Victims of Domestic Violence, Sexual Assault, or Stalking

1. Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee. The District will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to, the following: transfer, reassignment, modified schedule; change in work telephone number; change in location of work station; installation of locks; assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace; the implementation of a safety

procedure(s); adjustment to job structure, workplace facility, or work requirement; and referral to a victim assistance organization.

F. Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice

1. Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to, the following: job restructuring or job reassignment (but not segregation from other employees or the public); modification of work practices, including dress or grooming; allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances.

G. Determination

1. After the interactive process communications, the District Manager or designee will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on District finances or operations. The District Manager or designee will inform the applicant or employee of their determination in writing. The District Manager or designee will use their discretion based upon the particular facts of each case.

H. Access to Medical Information Regarding Fitness for Duty

1. Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the District Manager or designee, the District's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to federal and state law.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 16
Subject: Disciplinary Actions and Appeals
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 16 – DISCIPLINARY ACTIONS AND APPEALS

Section 1. - Responsibility

- A. The District Manager is responsible for the discipline and discharge of employees. All extra help and new probationary employees are at-will and serve at the pleasure of the District Manager.
- B. The District Manager shall serve at the pleasure of the Board of Trustees. The provisions set forth in this policy are not applicable in disciplinary actions taken by the Board of Trustees against the District Manager.
1. Any disciplinary actions against the District Manager will be discussed in closed session of a posted meeting of the Board of Trustees unless requested by the District Manager to be held in open session.
 2. Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of the District Manager shall be reported at the public meeting during which the closed session is held.
 3. Dismissal of the District Manager may only be imposed by a majority vote of the Board of Trustees.

Section 2. Progressive Discipline

- A. The progressive discipline policy ensures a fair method of disciplining employees. This policy is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them an opportunity to correct any problems. Normally, progressive discipline involves verbal counseling, and one or more written warnings, before disciplinary action as defined below is taken. However, exceptions may occur whenever the District Manager deems that circumstances warrant that one or more steps in the progressive discipline process be skipped. Accordingly, circumstances may sometimes warrant immediate termination.

Section 3. Disciplinary Action

- A. These disciplinary actions apply only to regular and limited-term part-time and full-time personnel as defined in these policies.

1. Extra help and probationary employees may be removed from their position at any time without right to appeal.
- B. Regular and limited-term part-time and full-time personnel may appeal disciplinary actions to the Personnel and Policy Committee only as provided in *Section 8* of this policy.
- C. Disciplinary actions are defined as actions by management directed to the modification or cessation of employee conduct which is contrary to the best interests of the District and public service. Discipline is taken in response to acts or a failure to act on the part of the employee. Discipline does not include demotions, pay reductions, and layoffs resulting from service modifications, general cost reduction programs, or organizational changes. The following are types of counseling, reprimands and discipline which the District may impose:
 1. Counseling Memo
 - a. A counseling memo will be provided to an employee by a Director to identify:
 - i. The performance the employee is to demonstrate in the future; and
 - ii. Consequences for failure to correct the behavior or problem.
 - b. Counseling memos shall be sent to the Human Resources Analyst to be retained in the employee's personnel file. A copy will be retained by the employee's Director in a secure file until the completion of the evaluation year, and then documented in the performance evaluation, as the Director deems necessary.
 - c. A counseling memo is not subject to the discipline or discipline appeal procedures described below.
 2. Verbal Reprimand
 - a. A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.
 - b. A verbal reprimand will be documented in writing and sent to the Human Resources Analyst to be retained in the employee's personnel file. A copy will be retained by the employee's Director in a secure file until the completion of the evaluation year, and then documented in the performance evaluation, as the Director deems necessary.
 - c. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.
 3. Written Reprimand
 - a. A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.
 - b. A written reprimand will be sent to the Human Resources Analyst to be retained in the employee's personnel file and documented in the performance evaluation.

- c. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below.
4. Suspension Without Pay
 - a. A suspension is an involuntary leave of absence without pay for cause. The length of the suspension depends upon the severity of the offense and other factors, such as the employee's prior performance record.
 - b. Suspensions may only be imposed by the District Manager.
 - c. A suspension without pay is subject to the discipline and discipline appeal procedures described below.
 - d. Employees who are exempt from FLSA overtime will only be suspended as authorized by the FLSA.
 - e. Temporary salary reduction of at least 5% may be used in lieu of suspension without pay at the discretion of the District Manager.
5. Salary Reduction
 - a. A salary reduction is a reduction in pay for cause from the employee's current step within the pay range to any lower step within the same pay range for the employee's classification.
 - b. Salary reductions may only be imposed by the District Manager.
 - c. A reduction in pay is subject to the discipline and discipline appeal procedures described below.
 - d. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.
6. Demotion
 - a. A demotion is an involuntary reduction from one classification to another classification with a lower salary range.
 - b. Demotions may only be imposed by the District Manager.
 - c. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation.
 - d. A demotion is subject to the discipline and discipline appeal procedures described below.
7. Dismissal
 - a. A dismissal is discharge from District service for cause.

- b. Dismissal may only be imposed by the District Manager.
- c. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final.
- d. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

Section 4. Causes for Disciplinary Action

- A. Rules outlining impermissible conduct of employees are necessary for orderly operation and for the benefit and protection of the rights and safety of all employees. Although it is impossible to list all types of conduct that may result in disciplinary action, examples of impermissible conduct that may lead to disciplinary action are identified below to promote understanding of what is considered unacceptable conduct.
 - 1. Fraud in securing appointment.
 - 2. Inexcusable neglect of duty.
 - 3. Insubordination by refusal or willful failure to obey any lawful and reasonable order or directive made or given by any supervisor or officer.
 - 4. Dishonesty by any misuse or misappropriation or attempted misuse or misappropriation of District funds or District property, by the rendering of any false statement or report to the District or supervisor, or by the willful omission to report information or to disclose facts which the duties of the position require to be reported or disclosed.
 - 5. Reporting to work under the influence of alcohol or restricted substances or drugs, or buying, selling, or using same on District property or at a worksite. Employees taking prescription drugs which may affect the ability to perform must advise their supervisor to determine whether the employee will be able to work.
 - 6. Failure to perform the duties of the position.
 - 7. Unauthorized absence or tardiness.
 - 8. Un-excused absences or excessive absenteeism and/or tardiness.
 - 9. Discourteous or offensive treatment of the public or other employees.
 - 10. Violation of District safety rules or other failure to perform work in a safe manner.
 - 11. Violation of any of the provisions of the Personnel Policies or other District rules and regulations.
 - 12. Possession or use of firearms or any other weapon on District property or during work hours.
 - 13. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.

14. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties.
15. Working overtime without prior authorization or refusing to work assigned overtime.
16. Horseplay or fighting.

- B. In general, cause for disciplinary action includes any action or non-action by an employee which impedes or disrupts the performance of the District and its employees, is contrary to employee or public safety, violates properly established rules and procedures, or adversely and impermissibly affects the reputation of the District, its officers, or employees.

Section 5. Written Notice of Intended Disciplinary Action

- A. The following discipline procedures only apply to the District's for-cause employees. All employees other than for-cause employees, namely extra help and probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.
- B. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.
- C. In suspending, reducing, or discharging a regular or limited-term part-time or full-time employee, a written notice of such proposed disciplinary action shall be served on the employee personally or by certified mail. Such written notice shall contain:
1. A description of the intended discipline;
 2. The specific charges that support the intended discipline;
 3. A summary of the facts and statement of the reasons for such intended discipline, including the acts or omissions on which the intended discipline is based;
 4. Copies of all materials on which the intended discipline is based;
 5. A statement of the employee's right to respond regarding the intended discipline within five days from the date of notice, either by requesting a *Skelly* meeting, or by providing a written response, or both;
 6. A statement of the employee's right to representation of their choice at the *Skelly* meeting;
 7. Notice that the failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.
- D. The employee shall be given reasonable time off without loss of pay to attend a meeting pursuant to this policy.
- E. Should a proposed suspension of more than 5 days, salary reduction exceeding the equivalent of 40 hours of pay, demotion, or discharge become final, an employee shall have the right to appeal such action pursuant to *Section 8* of this policy.

Section 6. *Skelly* Meeting

- A. Prior to the final imposition of a proposed suspension, salary reduction, demotion, or discharge, the employee will be afforded the opportunity to present their response to the proposed disciplinary action at a *Skelly* meeting at a date and time determined by the District.
 - 1. The affected employee must, within five (5) days of receiving written notice of the proposed disciplinary action, request that a meeting be scheduled.
 - 2. The date of the meeting will be scheduled on a regular business day of not less than 10 days or more than 14 days after the written notice of proposed disciplinary action is served by the District.
 - 3. Proposed discipline shall not be made final until after the meeting.
 - 4. Failure of the employee to request a *Skelly* meeting within five (5) days of receiving the notice of proposed disciplinary action or failure of the employee to appear at a scheduled *Skelly* meeting shall constitute waiver of the employee's right to a *Skelly* meeting and the proposed disciplinary action shall be imposed.
- B. The District Manager shall serve as the *Skelly* officer for *Skelly* meetings for proposed suspension of five (5) days or less or salary reduction equal to 40 hours or less of pay. The determination of the District Manager shall be final without right to appeal.
- C. The District Manager shall serve as the *Skelly* officer for *Skelly* meetings for proposed suspension of more than 5 days, salary reduction exceeding the equivalent of 40 hours of pay, demotion, or discharge. In the case of proposed disciplinary action against an employee under the immediate supervision of the District Manager, the *Skelly* officer for the proposed disciplinary action shall be the President of the Board of Trustees or their designee who shall be a member of the Board of Trustees but shall not be a member of the Personnel and Policy Committee.
- D. Any decision to impose disciplinary action of more than five (5) days, salary reduction exceeding the equivalent of 40 hours of pay, demotion, or discharge may be appealed to the Personnel and Policy Committee pursuant to *Section 8* of this policy.

Section 7. Final Notice of Discipline

- A. After the *Skelly* meeting and/or timely receipt of the employee's written response, the District Manager will:
 - 1. Take no disciplinary action; or
 - 2. Modify the intended discipline; or
 - 3. Impose the intended disciplinary action.
- B. In any case, the District Manager will provide the employee with a notice that contains the following:
 - 1. The level of discipline, if any, to be imposed and the effective date of the discipline; and

2. The specific charges upon which the discipline is based; and
 3. A summary of the facts that show that the elements of each charge at issue in the intended discipline; and
 4. A copy of all materials upon which the discipline is based; and
 5. A reference to the employee's appeal right and deadline to appeal.
- C. The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

Section 8. Disciplinary Appeal and Procedures

- A. If disciplinary action is imposed following a *Skelly* meeting as described in *Section 6* of this policy, the employee may appeal the imposition of the disciplinary action to the Personnel and Policy Committee of the Board of Trustees.
- B. The employee may, within fourteen (14) days of receipt of the final notice of discipline or the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee, present their appeal in writing to the District Manager and request that it be presented to the Personnel and Policy Committee.
1. The District Manager shall acknowledge receipt of the appeal by signing and dating the appeal and providing a copy to the employee.
 2. Failure to file a timely written request for an appeal waives the right to an appeal hearing any appeal of the discipline.
- C. The Personnel and Policy Committee shall endeavor to meet within fourteen (14) days after receipt of the written appeal to set a date for an appeal hearing. The employee shall be notified in writing at least twenty-one (21) days prior to the scheduled date of the hearing.
- D. The Personnel and Policy Committee will be given the written notice of intended disciplinary action, the employee's response to the notice (if any), and the final notice of disciplinary action.
1. Disciplinary appeals shall be conducted in closed session of a posted meeting of the Personnel and Policy Committee unless requested to be held in open session by the affected employee.
 2. The District Manager or designee will present evidence showing the cause for the disciplinary action.
 3. The affected employee or their designated representative shall present evidence disputing the cause for the disciplinary action.
 4. After hearing all evidence and testimony, the Personnel and Policy Committee shall render a determination to either sustain or overrule the disciplinary action. If the Personnel and

Policy Committee overrules the disciplinary action, the employee will receive all back pay and/or former employment status.

5. The decision of the Personnel and Policy Committee shall be final.
- E. The District will mail a copy of the Personnel and Policy Committee's final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision, to the address of the affected employee on file with the District. It is the employee's responsibility to ensure that their address on file with the District is accurate and up to date.

A copy of the decision shall also be provided to the Human Resources Analyst.

Policies Cited:

N/A

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 17
Subject: Grievance Procedure
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 17 – GRIEVANCE PROCEDURE

Section 1. Purpose

- A. The purpose and objectives of the District’s grievance procedure are to:
1. Encourage a settlement of disagreements informally at the employee-supervisor level.
 2. Provide an orderly procedure for grievances through several supervisory levels when necessary.
 3. To assure fair and equitable treatment of all employees and maintain harmonious relations between employees, supervisors, and management.
 4. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of similar complaints in the future.

Section 2. Definitions

- A. A grievance shall be defined as any dispute concerning the interpretation or application of District Personnel Rules. The grievance procedure shall not be used for resolving any complaint regarding disciplinary action covered in *Policy No. 16*. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

Section 3. Special Provisions of a Grievance Procedure

- A. In presenting a grievance, the employee shall follow the sequence and procedures outlined in *Section 4*.
- B. The employee shall discuss their grievance with his immediate supervisor promptly after the act or admission of management causing the grievance.
- C. The grievance shall be written and shall contain a statement of the specific situation, the date of the alleged violation, act, or acts which led to the grievance, as well as:
1. The adverse effect suffered by the employee; and
 2. The relief sought.
- D. The employee may choose someone to represent them each step after the first step in the procedure; i.e., any step after formal discussion with their immediate supervisor. No person

hearing a grievance need recognize more than one representative for any employee at any one time unless they so desire.

- E. Whenever possible, grievances will be attended to during regularly scheduled working hours of the parties involved.
- F. Time limits in which the action must be taken or decision made are specified in this procedure but may be extended by mutual written consent of the parties involved. The statement of duration of such extension of time must be signed by both parties involved at the step to be extended.
- G. If a grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.
- H. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to the next level of review within the prescribed period of time. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance based on the last disposition.
- I. The grievance procedure is intended to assure an employee the right to present their grievance without fear of disciplinary action or reprisal. An attempt should be made to settle any problems through channels other than filing formal grievances. The District Manager may be contacted at any time.
- J. The grievant may have a reasonable amount of time off without loss of compensation to prepare and present the grievance.

Section 4. Grievance Procedure Steps

- A. The following procedure should be followed by employees submitting a grievance pursuant to this policy:
 - 1. The employee shall discuss their grievance with their immediate supervisor informally within three (3) working days following the day the grievable incident occurred. The supervisor shall give their decision to the employee within three (3) working days after the discussion.
 - 2. If the employee and supervisor cannot reach an agreement as to solution of the grievance, or the employee has not received a decision within three (3) working days limit, the employee, within two (2) working days, may present their grievance in writing to their supervisor, who shall endorse their comments thereon and present them to the District Manager. The District Manager shall consider the grievance and render a written decision to the employee within five (5) working days after receiving the grievance.
 - 3. If the employee and the District Manager cannot reach an agreement as to the solution of the grievance or the employee has not received a written decision within five (5) working days limit, the employee may, within five (5) working days, present their grievance in writing to the District Manager and request that it be presented it to the Personnel Committee of the Board of Trustees.

4. Within thirty (30) days of receiving the grievance, the Personnel and Policy Committee shall endeavor to hold a presentation of the grievance and will endeavor to render a final decision within fourteen (14) days of the presentation on the grievance.

Policies Cited:

1. *SGVMVCD: Policy No. 16 – Disciplinary Actions and Appeals*

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 18
Subject: Layoff Procedure
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 18 – LAYOFF PROCEDURE

Section 1. General Procedures

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. Whenever, in the judgment of the District Board, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

Section 2. Order of Layoff

- A. Employees will be laid off in the inverse order of their seniority in their classification in the department.
 - 1. Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department.
 - 2. Length of employment includes all days of employment in attendance at work and on authorized or legally protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff.
- B. Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and regular full-time. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

Section 3. Notice of Layoff

- A. The District will endeavor to provide employees to be laid off with at least twenty-one (21) calendar days' advanced notice of the impending layoff.

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 19
Subject: Safety
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 19 - SAFETY

Section 1. General Provisions

- A. No employee shall be required to work under conditions dangerous to the employee's health or safety.
- B. The District shall make every reasonable effort to provide and maintain a safe place of employment.
- C. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisors.
- D. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- E. Any employee who does not receive an answer to a safety related question from their supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the District Manager.
- F. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the District Manager. During the period that the District Manager is investigating, the employee will be assigned to other work at no loss of earning. If the District Manager concludes the task complained of is safe, the employee shall perform the work as instructed.
- G. The District shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- H. The District shall provide the necessary first aid kits in each building and vehicle. The use of these kits is for minor injuries only.
- I. Wherever practicable, the District shall provide first aid training for all employees.

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 20
Subject: Cafeteria Benefit
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 20 – CAFETERIA BENEFIT

Section 1. Cafeteria Benefits System

- A. In accordance with **Resolution No. 2003-03*, the District provides a Cafeteria Benefits System (Plan) in which specific coverages and benefits are defined in an Adoption Agreement that is renewed yearly and includes an Internal Revenue Service (IRS) Section 125 Flexible Benefit Plan.
- B. Full-time regular, limited-term, and probationary employees are eligible to participate in the Plan.
- C. The District shall provide a monthly benefit allowance to employees as of the dates and in the amounts specified below to be used for District offered health, dental, and vision insurance plan premiums for themselves and eligible dependents. Employees shall pay any excess in premiums through payroll deduction.
- July 1, 2023: \$1,250.00/month
 - July 1, 2024: \$1,400.00/month
 - July 1, 2025: \$1,550.00/month

Section 2. Enrollment

- A. Health Insurance Plan: Eligible employees must select and enroll in a health insurance plan from the list of providers available through the California Public Employees Retirement System (CalPERS) except as described in *Section 3*, below. Coverage is effective on the first day of the month following date of hire.
- B. Dental Insurance Plan: Eligible employees must enroll in the District's dental insurance plan offered through Delta Dental. Coverage is effective on the first day of the month following date of hire.
- C. Vision Insurance Plan: Eligible employees may enroll in the District's vision insurance plan offered through EyeMed Vision. Coverage is effective on the first day of the month following date of hire.

- D. Eligible employees must review and designate their coverage each year with a representative from the agencies listed on the Adoption Agreement during open enrollment. Terminated employees shall retain coverage in all plans until the last day of the calendar month in which they separate service.

Section 3. Opt-Out Provision

- A. Employees who elect to decline health coverage under the District's plan shall do so in writing and must provide proof of health insurance coverage with another carrier at initial hire and yearly thereafter during open enrollment.
- B. Upon satisfaction of aforementioned waiver requirements, employees may opt to receive cash in lieu of enrolling in a District offered health plan, up to a maximum of \$800 (minus required dental plan coverage premium). The remaining amount shall be distributed as taxable income and paid bi-weekly.
- C. Employees must notify the District within 30 days of the loss of other health insurance coverage and request coverage through the District's health plan provider.

Section 4. Continued Health Insurance Under Federal Law

- A. Employees and/or their dependents (beneficiaries) are eligible to continue at their own expense their health and hospitalization, dental, and vision insurance coverage if the following conditions apply:
 1. Employees who are terminated for reasons other than for cause or who have been laid off may continue their health insurance benefits for eighteen (18) months, after which they must convert at their own expense from a group to an individual policy.
 2. Beneficiaries who are no longer eligible for group health coverage because, (1) the employee dies, (2) the employee divorces or legally separates from the beneficiary, or (3) the employee becomes eligible for Medicare, may continue their health insurance coverage for thirty-six (36) months, after which they must convert at their own expense from a group to an individual policy.
- B. Benefits will not be continued when the earliest of the following occurs:
 1. The eighteen (18) month or thirty-six (36) month period expires.
 2. The District ceases to provide a group health plan to its employees.
 3. The premium is not paid timely by the employee and/or the beneficiary.
 4. The qualified employee and/or beneficiary receives coverage from another health plan or Medicare.
 5. A beneficiary remarries and receives coverage from another health plan.

Resolutions Cited:

1. *SGVMVCD: Resolution 2003-003 – Adopting a Section 125 Flexible Benefit Plan

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 21
Subject: Retirement
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 21 – RETIREMENT

Section 1. Retirement Benefits

1. All regular full-time, part-time, limited-term, and probationary employees shall be members of the California Public Employees' Retirement System (CalPERS).
2. Employees Hired Before December 31, 2012 (CalPERS "Classic Member")
 - a. Eligible "Classic Member" employees are provided a "2% at 55" retirement formula. The monthly retirement allowance is determined by age at retirement, years of service credit, and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age. If the retirement is deferred beyond age 55, the percentage of final compensation increases for each quarter year to age 63.
 - b. Final compensation is the average monthly pay rate (full time rate excluding overtime) during the highest paid consecutive 12 months of employment.
3. Employees Hired After December 31, 2012 (CalPERS "PEPRA Member")
 - a. Eligible "PEPRA Member" employees are provided a "2% at 62" retirement benefit formula (Sec. 7522.2). The monthly retirement allowance is determined by age at retirement, years of service credit, and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 62. If retirement is between 52 and 62, the percentage of final compensation decreases for each quarter year of attained age. If the retirement is deferred beyond age 62, the percentage of final compensation increases for each quarter year to age 67.
 - b. Final compensation is the highest average annual pensionable compensation earned during any certain 36-month period.

Section 2. Contributions

- A. The District shall contribute the employer's portion as determined by the California Public Employee's Retirement System.

- B. The District cannot make contributions based on employee income that exceeds the federal limits imposed by Section 401(a)(17) of Title 26 of the United States Code or its successor (Sec. 7522.42)
- C. Employees shall pay their contribution to the pension, including at least 50% of normal costs, i.e., the portion of the present value of projected benefits under the defined benefit plan that are attributable to the current year of service. The District must determine the “normal cost” benefit for new employees and the portion of that cost that will be paid by the employee.

Section 3. Retiree Medical Benefits

- A. The District offers medical coverage to retirees as follows:
 - 1. Medical coverage is provided with 100% of premiums paid for life to CalPERS “Classic Members” with a minimum of five (5) years of vested service credit with the District.
 - 2. Medical coverage is provided, and percentage of premiums paid is based on “district annuitant medical benefit schedule” (below), for life to CalPERS “PEPRA Members” with five (5) years of vested service credit with the District.
 - a. District Annuitant Medical Benefit Schedule

<i>Years of Service</i>	<i>Percentage of Premium Paid (MEC + Stipend)</i>
10 years	50% of premium
11 years	55% of premium
12 years	60% of premium
13 years	65% of premium
14 years	70% of premium
15 years	75% of premium
16 years	80% of premium
17 years	85% of premium
18 years	90% of premium
19 years	95% of premium
20 years or more	100% of premium

- B. No dental or vision coverage is provided to retirees.
- C. Medical coverage is offered to retiree only and not dependents.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 22
Subject: Rules of Conduct
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 22 – RULES OF CONDUCT

Section 1. Dress Code/Appearance Policy**A. Appearance Policy**

1. Employees must remember that they represent the image of the District to the public.
2. Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees. The employee's director retains discretion to require that an employee in violation of this policy immediately stop working and return to work in attire that is in conformance with this policy. Such employees shall not be paid for their time away from work. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their department director for consideration and determination:
 - a. All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed.
 - b. Prescribed uniforms and safety equipment must be worn.
 - c. Hair must be neat, clean, and well-groomed.
 - d. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.
 - e. Good personal hygiene is required; and
 - f. Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.
 - g. Employees who wear a respirator as part of their job duties shall be clean shaven or shall keep all facial hair trimmed to allow for proper fit of the respirator or other required personal protective equipment.

B. Piercing Policy

1. Employees are expected to project a professional appearance while at work and not endanger themselves or others with excessive body piercing. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination.

- a. No objects, articles, jewelry, or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth except that two (2) sets of reasonably sized earrings may be worn in each lobe.
2. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.

C. Tattoo Policy

1. Employees are expected to project a professional appearance while at work and must abide by the standards below. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination.
 - a. No tattoos are allowed anywhere on the head, face, or neck;
 - b. Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, extremist, and/or gang-related;
 - c. No visible tattoos shall be larger than four (4) by six (6) inches; and
 - d. Any non-conforming tattoos will be covered with clothing, bandage, or makeup while at work, or removed at the employee's cost.

D. Uniforms and Protective Equipment

1. Uniforms

- a. The District shall provide uniforms consisting of long pants and long-sleeved shirts for all employees who may come into contact with pesticides.
- b. Uniforms shall be rented and cleaned by a vendor of the District's choice
- c. All employees applying pesticide or mixing and loading pesticides:
 - i. Shall wear long pants on the outside of the approved footwear mandated by the pesticide's product label and/or District standards. Long pants are to be worn on the inside when hip wader rubber steel toed boots are required.
 - ii. Shall wear the long-sleeved shirt buttoned on the outside of pesticide-resistant unlined rubber gloves unless an overhead pesticide application is being conducted. When an overhead pesticide application is being conducted, pesticide-resistant unlined rubber gloves shall be worn on the outside of the sleeves.
 - iii. Shall carry a clean uniform in their vehicle. If during the days work the uniform being worn becomes contaminated with pesticide, the employee shall immediately change into the clean uniform.

2. Footwear

- a. The District shall provide footwear for staff, when specific footwear is required (by law or District policy) to perform their job duties.

- i. The District shall provide \$200.00 annually for staff who work in the field or garage to purchase from a vendor chosen by the District, safety-toed work boots with ankle support that meets or exceeds ANSI specifications Z41, PT91, M, I/75, and C/75.
 - b. Staff who work in the field and/or in the garage shall always wear safety-toed footwear during their work schedule. Regular shoes may be worn during classroom training sessions and when working educational exhibits.
 - c. Safety-toed rubber boots shall be worn during mixing and loading of pesticides.
 - d. Failing to wear proper footwear as described above shall result in disciplinary action up to and including termination of employment.
3. Other Protective Equipment
- a. The District shall provide rubber gloves, eye protection, respirators, hearing protection, and other protective equipment as needed for all employees who may come into contact with pesticides, blood-borne pathogens, air-borne pathogens, and harmful chemicals.
 - b. In addition to the uniform described above, all employees mixing, loading, and applying pesticides shall use eye protection in the form of safety glasses unless goggles or face shield are specified by the pesticide label. Respirators shall be worn as specified by the pesticide label.
 - c. Eye protection shall be worn during the operation of all pesticide application equipment, brushout equipment, hovercraft, 4-wheel ATVs, Argo, and mechanical shop tools, including but not limited to, grinders, saws, sanders, impact tools, and drills.
 - d. During the operation of loud equipment, such as brushout equipment, gas powered chemical application equipment, and hovercraft, hearing protection with a Noise Reduction Rating of 29 dB that meets or exceeds ANSI S3.19-1974 shall be worn.
 - e. During the collection of sera samples for mosquito-borne encephalitis, safety glasses, nitrile gloves, and steel toed safety work or rubber boots shall be worn. During all micro laboratory work, lab coats, safety glasses, and nitrile gloves shall be worn.
 - f. During the use of any welding equipment, welding gloves, welding apron, welding helmet, and steel toed safety boots shall be worn.
 - g. While using any tools and equipment, the manufactures safety warnings and recommendations shall be followed. It is the responsibility of the employee to ensure that they have the proper training and personal protective equipment necessary to safely use the tools and operate the equipment.
 - h. Failure to wear protective equipment as described above shall result in disciplinary action up to and including termination of employment.
4. Identification Badges

- a. Each employee of the District shall be issued an identification badge which includes the employees photograph, name, and title. All employees shall wear the identification badge during all field work and educational activities. Identification badges shall be returned to the District upon termination of employment. Failure to wear the identification badge shall result in progressive discipline beginning with a verbal reprimand.

Section 2. Smoking Policy

- A. It is the policy of the District to prohibit smoking and vaping on all District premises to provide a safe and healthy work environment for all employees. Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars.

Section 3. Use of Electronic Equipment

- A. The purpose of this section is to establish guidelines to ensure that computer equipment and electronic communications are used in accordance with generally accepted business practices and current law reflected in the California Public Records Act (California Government Code Title 1, Division 7, Chapter 3.5). This section applies to all computer equipment, including but not limited to laptops, smart phones and tablets, and electronic communications owned, managed, supervised, controlled, or operated by the District. In addition to existing systems and services, this section is intended to apply to new computer-based systems and services as implemented in the future.
- B. Information technology facilitates electronic communication between staff, residents, and other organizations. The District respects the individual privacy of its employees. However, employees do not have any expectation of privacy in their use of any District owned equipment or resources, or electronic communications that are sent or received from the District or their use of the Internet utilizing District owned or operated computer equipment. The data created, stored on, or transmitted using District computer equipment is the property of the District, except as otherwise required by law. The District retains the right to access all data stored on or transmitted using its computer equipment. The District reserves the right to lawfully inspect and service all aspects of its computer equipment. Employees must provide the District with the employee's username or password for any District issued equipment or resource.
- C. Definitions

For the purpose of this section, the following definitions shall apply:

1. Computer systems includes, but is not limited to computer hardware, including laptops, smart phones, tablets, printers, scanners, network systems, network connections, and software that are owned or operated by the District.
2. Data includes but is not limited to information, correspondence, policies, procedures, documents, accounting and payroll information, and graphics prepared with the computer equipment or maintained in machine readable format.

3. Electronic Communications includes, but is not limited to electronic mail (e-mail), text messages, voice mail, facsimiles, Intranet, and Internet that are owned or operated by the District.
4. Electronic Mail (e-mail) includes but is not limited to data received via a computerized mailbox, Internet, voice mail, or facsimile on equipment owned or operated by the District.
5. Intranet means a network based communication and information system belonging to an organization, accessible only by the organization's members, employees, or others with authorization.
6. Messages includes but is not limited to data prepared, accessed, transmitted, forwarded, downloaded, printed, or deliberately received using District owned or operated computer equipment or electronic communication devices.

D. Proper Use of Computer Equipment and Electronic Communications:

1. Computer equipment and electronic communications shall be used for District activities or contain information related to the accomplishment of District business, administration, or achievement of District goals.
2. Users of computer equipment and electronic communications are responsible for the management of data and messages. Data stored on the network server shall be backed up regularly. Sensitive and confidential data shall be protected with passwords.
3. Employees shall protect all computer equipment against viruses, physical abuse, and unauthorized use. Specifically, employees shall use and not disable virus protection software and not willfully introduce virus infected files.
4. Employees with access to passwords shall not reveal them to unauthorized individuals.

E. Personal Use of Communication Equipment

1. Personal calls on District telephones and cell phones, both incoming and outgoing, are discouraged.
2. The District recognizes that there may be occasional times when personal calls must be made or received during business hours. Such personal calls shall be held to a minimum and must not conflict with District operations or interfere with the employee's work performance. Employees are encouraged to make such calls during break times or non-working hours.

F. Prohibited Use of Computer Systems and Electronic Communications

1. Employees may only use District equipment or resources in compliance with District policies. Except as authorized by this policy, employees are expected to avoid any use or communication which is unrelated to District business, destructive, wasteful, or illegal. The District has discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

- a. Messages that disrupt or threaten to disrupt the efficient operation of District business or administration are prohibited. Messages prohibited in this section include, but are not limited to:
 - i. Messages that publicize a personal dispute, other than according to an approved grievance procedure.
 - ii. Messages that constitute or counsel insubordination.
 - iii. Messages that may harm close working relationships.
 - iv. Messages that may take employees away from assigned tasks.
 - v. Messages that harm the integrity of the system or network.
- b. Messages that violate law, violate individual rights, create potential liability for the District, or violate public policy are prohibited. These prohibited messages include, but are not limited to:
 - i. Messages that are pornographic, obscene, indecent, or sexually explicit.
 - ii. Messages in conflict with the District's Policy and Complaint Procedure Against Harassment, Discrimination and Retaliation or any other District policy prohibiting harassment, discrimination, and retaliation on the basis of race, religion, color, sex, gender, gender identity, gender expression, national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation, military or veteran status, or any other classification protected under Federal or California law.
 - iii. The use of racial, religious, or ethnic slurs.
 - iv. Messages intended to harass or annoy, including derogatory, vulgar, defamatory, or hate messages.
 - v. Threats to personal safety.
- c. Messages that contain confidential, proprietary, privileged, or otherwise private information except when such messages are transmitted for an authorized purpose and utilize secured, approved encryption. These messages include, but are not limited to:
 - i. Personnel, payroll, and medical files or confidential information from these files.
 - ii. Financial or account codes, numbers, or authorizations that could be misused if intercepted by or disclosed to unauthorized persons or that may otherwise lead to unauthorized financial obligations to the District.
 - iii. Privileged or confidential communications or documents from or to legal counsel.
- d. Personal messages which include but are not limited to:
 - i. Messages for personal gain or profit or for private or non-District commercial activity including personal research or surveys.

- ii. Messages to promote, distribute materials, or solicit individuals on behalf of commercial ventures, political causes, religious causes, charitable organizations, or other organizations in which the user is involved.
 - iii. Chain letters, e-mail, or other unauthorized mass communications.
 - iv. Junk mail sent via distribution lists that concern non-business-related topics.
 - e. Intentional distribution of computer viruses.
 - f. Messages that infringe on copyright, trademark, or other intellectual property rights.
 - g. Messages sent anonymously or with fictitious names.
2. Status of Electronic Data and Messages on District Equipment
- a. Electronic data and messages are not confidential and are subject to review by authorized personnel and disclosure to the public.
 - b. Electronic data and messages may be subpoenaed or requested under the Public Records Act and/or may be used as evidence in court or as part of an investigation. The content of electronic data and messages may be disclosed without employee permission or knowledge.
 - c. Authorized personnel have the authority to access electronic data and messages at any time for any lawful business-related reason.
 - d. The District has unlimited access to all computer equipment, data, and messages to protect system security or the District's property rights. However, the District does not routinely monitor electronic data or messages and expects that employees will voluntarily abide by this policy.
3. Records Management
- a. Electronic data and messages which are intended to be retained in the ordinary course of District business are recognized as official records and require protection and retention in accordance with the California Public Records Act. Electronic data and messages which are intended to be retained as an official record shall be printed and the hard copy filed in the appropriate file.
 - b. Hard copies of all electronic data and messages determined to be official records shall be maintained for a minimum of three (3) years or as required by **Policy No. 50*, or longer if required by law. They are subject to public disclosure, unless the need to maintain their confidentiality outweighs the need for disclosure.
4. E-mail Etiquette and Use
- a. Electronic communications are a reflection on the District, and a positive image for both the communicator and District must be maintained.
 - b. Ensure that the electronic communications are addressed to the appropriate person. Do not use the "Reply All", "cc", or "bcc" unless all recipients are to receive the

communication. Electronic communications should not be used for broadcast purposes unless the message is of interest to all users.

- c. Capitalizing whole words that are not part of a title is usually interpreted as shouting.
 - d. Word each message carefully:
 - i. E-mail is easily forwarded and blind copied.
 - ii. The tone of a message, as well as sarcasm and humor may be misinterpreted.
 - iii. Messages written in “the heat of the moment” are best unsent. After composing your message, re-read and change sentences that may be interpreted as anger or sarcasm.
5. Unauthorized Monitoring of Electronic Data and Messages
- a. It is a violation of this policy for any employee to use the computer equipment, electronic data, or electronic messages for the purposes of satisfying idle curiosity about the affairs of others or for obtaining access to the data or communications of others with no substantial business purpose or legal authority.
6. Disciplinary Action for Misusing Computer Equipment and Electronic Communications
- a. The District may investigate any potentially inappropriate use of its computer equipment and electronic communications from District owned property. Failure to comply with any part of this section may constitute a violation of additional District policies.
 - b. Failure to comply with any section of this policy may result in disciplinary action and/or revocation of the privilege of using or accessing electronic communications.

Policies Cited:

- 1. **Policy No. 50 – Record Retention Schedule*

This Policy is referenced in:

- 1. *Policy 26 – Telecommuting/Remote Work*

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 23
Subject: Travel and Per Diem
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 10/05/2023



POLICY NO. 23 – TRAVEL AND PER DIEM

Section 1. Purpose

- A. The District shall pay for expenses for authorized Trustees/Employees to attend approved conferences, seminars, or meetings (events).
1. The authorization for all Trustees shall be the approved budget line item, *6030 – Trustee Travel*. The authorization for all Employees shall be the approved budget line item, *6232 – Seminars and Meetings*.
 2. The Trustee/Employee may attend an event not specifically itemized in the approved budget providing the event will directly benefit the District, the event is approved by the Board of Trustees or District Manager, and the cost of such event will not exceed the budgeted amount for travel.

Section 2. Procedure

- A. Selection of Attendees
1. The President of the Board of Trustees shall make a recommendation to the Board of Trustees on the appointment of Trustees to attend conferences. The Board of Trustees shall appoint Trustees to attend conferences.
 2. The District Manager shall appoint employees to attend conferences.
- B. Transportation
1. Transportation to and from the approved event shall be paid by the District. The Trustee/Employee shall secure the most economical mode of transportation in keeping with availability, convenience, and propriety.
 - a. When air travel is appropriate, coach class shall be utilized. Employees are to make best efforts to utilize the most economic possible air fare within reason.
 - b. When air travel is used, attendees shall use the most economical means of travel from the airport to the event. If the most economical means of travel available is a rental car, the District shall pay the cost of the rental car, insurance, and fuel for authorized travel. Additional days rental and fuel for personal travel shall be at the expense of the individual.

- c. The minimum number of District vehicles shall be used within a 300-mile radius from the District Headquarters unless air travel is more cost efficient.
- d. Every effort shall be made to use District vehicles. A private vehicle may be used with the District Manager's approval and shall be reimbursed in the amount authorized by the IRS for deduction if a District vehicle cannot be used. Use of personal vehicles shall comply with the provisions of **Resolution No. 94-03* and ***Policy No. 27*
- e. When spouses travel with Trustees or employees, it shall be at the expense of the Trustee/Employee. For insurance purposes, only Trustees and employees may travel in District vehicles. When the Trustee or employee must travel by air and the spouse is traveling with the Trustee/Employee, the District will provide travel arrangements for the spouse providing the Trustee/Employee pays for the cost of travel in advance.
- f. Non-exempt/overtime eligible staff shall report as work time all travel time to and from out-of-town conferences. Employees shall endeavor to schedule travel time in a manner that avoids earning overtime or compensatory time. For the purpose of this policy, out-of-town conference shall mean attendance of a conference which requires overnight accommodations and in-town conference shall mean attendance of a conference which does not require overnight accommodations.

2. Parking

- a. Parking fees associated with air travel, lodging, and/or event attendance shall be paid by the District.
- b. The employee shall choose the most reasonable and economical parking option.
- c. When appropriate, the District should pay parking fees in advance.
- d. When parking is offered by a hotel, fees may be attached and paid with the accommodations.
- e. If the District is unable to pay for parking in advance, the District will reimburse the Trustee/Employee for the cost incurred within 10 days after returning from the event. All receipts must be submitted for reimbursement.

3. Lodging

- a. The cost of accommodations shall be paid by the District.
 - i. The event must be outside a 60-mile radius from the District Headquarters to get overnight accommodations.
 - ii. Reasonable cost accommodations shall be used by the Trustee/Employee in keeping with availability, convenience, and propriety.
 - iii. When appropriate, the District will pay for all lodging in advance. If the District is unable to pay for accommodations in advance, the District will either issue a warrant to the Trustee/Employee before departure to cover the cost of lodging or

will reimburse the Trustee/Employee for the cost incurred within 10 days after returning from the event. All receipts must be submitted for reimbursement.

4. Registration

- a. All registration fees for the event shall be paid by the District.

5. Per Diem

- a. Trustees and employees attending approved events shall receive \$55.00 per day to cover the following expenses while at the event.
 - i. Meals
 - ii. Incidentals
 - iii. Gratuities (hotel, porter, restaurant, etc.)

6. Report of Expenditures

- a. The District may reimburse additional authorized travel expenses incurred by the trustee/employee, excluding pre-paid expenses and those covered by per diem.
- b. Within ten (10) days after returning from the event, if expenses exceed the advances and per diem, an "Authorized Travel Expense Report" shall be completed and submitted within ten (10) days after returning from the event. The report shall include a listing and itemization of all actual business expenses, excluding meals, incidentals, and gratuities and reduced by any advances received. All items listed on the report shall be accompanied with a receipt for associated expenses. If the expenses are greater than the advances, any legitimate expenses will be reimbursed to the Trustee/Employee. If the expenses are less than the advances, the funds will be returned to the District to credit the travel account."
- c. The form must be approved as follows:

<u>Affected by Policy</u>	<u>Approving Party</u>
Trustee	Secretary of the Board or designee of Board President
District Manager	Secretary of the Board or designee of Board President
Employees	District Manager

7. Conduct

- a. While attending conferences, employees represent the image of the District and should dress and act appropriately. Inappropriate conduct may affect the employee's opportunity to attend future conferences.

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1. **SGVMVCD: Resolution No. 94-03, Use of Personal Vehicles for District Business*
 2. *** SGVMVCD: Policy No. 27 – Driver Safety and Vehicle Use Program, Section 5*

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 24
Subject: Tuition Reimbursement
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 24 – TUITION REIMBURSEMENT

Section 1. Introduction

- A. The tuition assistance program is designed so employees will be encouraged to:
1. Explore new concepts and ideas which may benefit the District.
 2. Continue their education and advance their careers.

Section 2. Eligibility

- A. The District may assist in paying for courses that are:
1. Taken on employee time; and
 2. Taken at accredited institutions; and
 3. Required for an academic degree or in a subject which will benefit the District.
- B. The District may assist full-time regular and limited-term employees who are performing their jobs satisfactorily.

Section 3. Assistance

- A. The District may assist by providing reimbursement for eligible tuition, registration, laboratory, and book fees only.
- B. Employees may be assisted after completing courses from accredited institutions with a minimum final grade of “B” or its equivalent.
- C. Assistance shall be limited to a maximum of \$2,000.00 per employee per fiscal year until the funds for the line item are depleted for that fiscal year. Maximum assistance is calculated based on funds reimbursed within a fiscal year.
- D. A veteran must exhaust their educational benefits under the G.I. Bill and the California Veteran’s benefits before receiving assistance from the District.
- E. An approved request is valid for twelve (12) months and employees shall be reimbursed for approved courses taken within that time.

Section 4. Request Procedure

- A. The District Manager is responsible for evaluating and considering requests for assistance.
- B. Employees must submit a request for tuition assistance before seeking reimbursement. Requests shall include:
 - 1. Institution providing the course(s); and
 - 2. Course(s) name and description; and
 - 3. Statement of benefit explaining how the completion of the course(s), or the associated degree program will benefit the District; and
 - 4. A breakdown and estimated cost of expenses eligible for reimbursement.
- C. Requests shall be reviewed, approved, or denied, and a decision communicated to the employee in a timely manner.
- D. Once the request is approved and the course(s) are complete, the employee may submit a reimbursement request to the District Manager. The reimbursement request shall include:
 - 1. An official transcript from the institution showing completion of the approved course(s) with a minimum final grade of "B" or its equivalent; and
 - 2. A list of eligible expenses and the total dollar amount being requested for reimbursement; and
 - 3. Copies of receipt(s) supporting all eligible expenses.
- E. Expenses will be reimbursed up to \$2,000.00 per employee per fiscal year. Multiple requests may be submitted per fiscal year if the maximum reimbursement limit has not been reached.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 25
Subject: Social Media
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/05/2023



POLICY NO. 25 – SOCIAL MEDIA

Section 1. Scope and Purpose

- A. This policy is to establish guidelines on the use of social media sites to be used by the District as an additional means of conveying District information to its residents, constituents, and community members and maximizing the promotion of District programs and services.
- B. The intended purpose of establishing social media pages for the District's use is to establish an interactive communication platform with stakeholders, and to disseminate information from the District and about the District. This policy is also intended to mitigate associated risks from use of social media technology, where possible.
- C. The District has an overriding interest and expectation in protecting the integrity of information posted on its social media pages and deciding what is "said" on behalf of the District. This policy applies wholly to the District and all District employees or officials who use social media sites and/or technology on behalf of the District. Further, the District's social media presence is intended to serve only as a limited public forum.
- D. All questions relating to this policy should be directed to the Director of Communications and/or the District Manager.
- E. This policy applies only to the creation and administration of social media accounts approved by the District for its own use. The personal use of other social media accounts by District officials or employees (e.g., an official or employee's postings on non- District Facebook or Twitter accounts) are not governed by this policy.

Section 2. Definitions

- A. For the purpose of this policy, the following definitions shall apply:
 1. Social Media refers to the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups can create, organize, edit, or comment on, combine, and share content. Social media uses many technologies and forms, including social-networking, blogs, wikis, photo-sharing, video-sharing, podcast, social bookmarking, mash-ups, widgets, virtual worlds, microblogs, Really Simple Syndication (RSS) and more.
 2. Official District Email Account means an email account provided by the District or approved external mailbox that is used for official District business.

3. Approved District Social Media Site refers to social media platforms that the Director of Communications has assessed and approved for use by the District.
4. Post refers to an administrator submitted message/blog in the form of, but may not be limited to, text, videos, photographs, graphics, links (hyperlinks), documents, or any other form of content or communication posted on any Approved District Social Media Site.
5. Comment refers to a user submitted response to an administrator post on an Approved District Social Media Site.

B. Responsibilities

1. The Director of Communications will review work plans for social media sites and may delegate this review function to staff in the Communications Department. The creation of content posted on behalf of the District on any Approved District Social Media Sites is ultimately the responsibility of the Director of Communications. Only the Director of Communications or other staff members designated by the Director of Communications or District Manager are permitted to post on an Approved District Social Media Site on behalf of the District.
2. The Director of Communications will help District staff develop appropriate uses for social media, identify the best social media tools to achieve their goals, and define a strategy for community engagement using Approved District Social Media Sites.
3. The Director of Communications will monitor content on each of the Approved District Social Media Sites to ensure adherence to the social media policy for appropriate use, message, and branding consistent with the goals of the District.
4. All official District presences on Approved District Social Media Sites are considered an extension of the District's information networks and are governed by District policies, including e-mail, Internet usage, use of electronic media, and portable computer policies. In addition, the District's presence on Approved District Social Media Sites is also subject to the District's policies on harassment, discrimination and retaliation; political activity; and customer relations
5. Employees representing the District via Approved District Social Media Sites must conduct themselves at all times as representatives of the District.
6. Employees who fail to conduct themselves in an appropriate manner shall be subject to appropriate disciplinary actions.
7. This policy may be revised at any time upon approval by the Board of Trustees.

C. Authenticity Establishment

1. Approved District Social Media Sites shall be created and maintained with identifiable characteristics identifying them as official District sites. The name "San Gabriel Valley Mosquito & Vector Control District," the official District logo and/or a link to the District website must be displayed on any Approved District Social Media Site.

2. Approved District Social Media Sites shall be created and accessed using an official District email account.
3. The District's official website at www.sgvmosquito.org will remain the District's primary source and means of internet communication. To the extent possible, a link to the District's official website and the District's general contact information shall be included on any Approved District Social Media Site. Wherever possible, Approved District Social Media Sites should contain a link back to the official District website for forms, documents, online services, and other information necessary to conduct business with the District. Information posted by the District on Approved District Social Media Sites will supplement, and not replace, required notices and standard methods of communication.
4. Approved District Social Media Sites must make clear that they are maintained by the District and state that they follow the District's social media policy. To the extent possible, a link (hyperlink) to the District's Social Media Policy must be displayed on any Approved District Social Media Site.
5. The District Manager and the Director of Communications shall maintain all login and password information related to any Approved District Social Media Site.

D. Site Content and Management

1. Approved District Social Media Sites are to be used for informational purposes and all content must pertain to the District and/or District business, services, programs, or events. The District shall have full permission and rights to any content posted by or on behalf of the District, including all photographs and videos.
2. To the extent that Approved District Social Media Sites allow users to post comments or responses to official posts by the District, the Approved District Social Media Site must include a list of the applicable guidelines being applied by the District to the forum and should include a statement that all posts are subject to this policy, as well as the host site's own terms of use. Each page should also indicate that it is intended only to create a limited public forum subject to the restrictions set forth in this policy.
3. Content posted on any Approved District Social Media Site shall relate solely to matters of District business. A comment or post by a member of the public is the opinion of the commenter or poster only, and does not imply endorsement of, agreement with, or reflect the opinions of, the District.
4. Any content posted by external and authorized internal users on any Approved District Social Media Site may be subject to removal if it contains:
 - a. Profane, obscene, violent, or pornographic language or content;
 - b. Content that promotes, fosters, or perpetuates discrimination or harassment on the basis of race, religion, color, sex, gender, gender identity, gender expression, national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation, military or veteran status, or any other classification protected under Federal or California law;

- c. Content that constitutes sexual harassment of any member of the public or District employee or official;
- d. Solicitations of commerce or advertisements, including promotion or endorsement;
- e. Promotion or endorsement of political issues, campaigns, ballot measures, groups, or individuals;
- f. Conduct that constitutes or encourages illegal activity;
- g. Information that may tend to compromise the safety or security of the public or public systems or of the District's technology resources;
- h. Content intended to defame any person, group, or organization;
- i. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement;
- j. False, vicious, or malicious statements concerning any employee, the District, or its operations;
- k. Violent or threatening content;
- l. Confidential, sensitive, or proprietary information, including personnel information such as home addresses, phone numbers, social security numbers, dates of birth or driver's license numbers; and
- m. Comments not related to District posts, business, information, announcements, events, or comments not related to the original topic, including random or unintelligible posts.
- n. The above list is not necessarily exhaustive, and the District reserves the right to remove or restrict any post or comment on any Approved District Social Media Site that violates the purpose or spirit of this policy.
- o. Unacceptable content and repeat individual violators shall be removed from the Approved District Social Media Site and/or individual violators may be prohibited from making any further or additional posts on any Approved District Social Media Site. The District's Counsel shall be consulted on any legal issues with respect to the removal of content or blocking of individual users.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 26
Subject: Telecommuting/Remote Work
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 09/01/2023



POLICY NO. 26 – TELECOMMUTING/REMOTE WORK

Section 1. Scope

- A. In general, telecommuting pursuant to this rule is a privilege. Thus, the District is not obligated to approve telecommuting for employees. Each telecommuting arrangement may be terminated at any time and at will by the employee or the District Manager.

Section 2. Definitions

- A. For the purpose of this section, the following definitions shall apply:
1. Alternative Work Location means approved work sites, other than the employee's central workplace, where the telecommuting employee performs usual job duties. Such locations may include, but are not necessarily limited to, the employee's home.
 2. Central Workplace means the employee's work site at the District.
 3. Telecommuting means a temporary work arrangement in which District management authorizes permanent part-time and full-time employees to perform their usual job duties away from their central workplace, in accordance with the telecommuting agreement.
 4. Telecommuting Agreement means the written agreement between the District and telecommuting employee that outlines the terms and conditions of the employee's work at the alternative work location.
 5. Work Schedule means the telecommuting employee's hours of work.

Section 3. Policy

- A. Telecommuting is a voluntary option and is considered and approved on a case-by-case basis consistent with the mission of the District and the respective Department. The District is not obligated to approve telecommuting for employees.
- B. Telecommuting must be approved before it commences. Any telecommuting agreement is only valid for the time period specified in the agreement. The agreement is invalid after this time unless the District approves an extension in writing. The telecommuting agreement does not constitute an employment contract.

- C. Each telecommuting agreement may be terminated at any time and at will by the employee or the District Manager. The decision to terminate telecommuting is not subject to any grievance procedure or appeal process.
- D. An employee wishing to telecommute must initiate the request and obtain support and approval from their immediate supervisor and the District Manager. Considerations for approval of telecommuting include, but are not limited to the following:
 - a. Operational needs of the District and the respective Department.
 - b. The ability of the employee to perform their specific job duties from a location separate from their District worksite without diminishing the quantity or quality of the work performed.
 - c. The degree of face-to-face interaction with other District employees and the public that the employee's position requires.
 - d. Effect on the rest of the work group, unit, Department or District.
 - e. The portability of the employee's work.
 - f. The risk factors associated with performing the employee's job duties from a location separate from their central workplace.
 - g. The ability to measure the employee's work performance from a location separate from their central workplace.
 - h. The employee's supervisory responsibilities.
 - i. The employee's need for supervision.
 - j. Availability and costs of needed equipment.
 - k. Adequate and appropriate workspace at the employee's designated alternative work location.
 - l. Employee's current and past job performance.
 - m. Duration of the request to telecommute.
 - n. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, the Department Director, and/or the District Manager.
- E. Telecommuting employees are subject to the same job responsibilities and standards of performance and productivity as if they were working at their central workplace. Telecommuting employees are required to be accessible in the same manner as if they were working at their central workplace during the established telecommuting work schedule.
- F. Employees are required to maintain an accurate record of all hours worked at the alternate work location and make that record available to their supervisor upon request. Employees shall record all non-productive work time on their timesheet.

- G. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
- H. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation, or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under a telecommuting agreement, they shall notify their supervisor immediately and record on their timesheet any hours not worked due to incapacitation.
- I. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- J. Telecommuting is not intended to allow for employees to pursue outside employment, run their own businesses or engage in personal activities during working hours. Telecommuting employees shall comply with the District's outside employment policy and may be subject to disciplinary action, up to and including termination, for violating the policy.
- K. Telecommuting employees must manage personal responsibilities such as childcare and other dependent care at their own expense and in a manner that allows job responsibilities to be successfully met as if they were working at their central workplace.
- L. Telecommuting employees understand that effective communication is essential for the telecommuting arrangement to be successful. The telecommuting employee will be available by phone and email during the established telecommuting work schedule. Teleconferencing may be considered a reliable means of communication and may substitute for actual attendance at some meetings with advanced approval of the employee's supervisor.
- M. The address, telephone number, and description of the alternative work location shall be outlined in the telecommuting agreement.
- N. Telecommuting employees agree to furnish and maintain the alternative work location in a safe manner consistent with the requirements of the District, state, and federal safety regulations. The alternative work location shall be subject to safety compliance inspection by Human Resources staff and/or other authorized individuals during the telecommuting work schedule as necessary.
- O. Telecommuting employees should be available to report to the central workplace in a reasonable amount of time, if directed, should exigent circumstances arise.
- P. The work schedule of the telecommuting employee will be determined by the employee's immediate supervisor and will be documented in the telecommuting agreement. The work schedules of non-exempt employees who receive overtime shall include rest and meal breaks.

Any deviation from the work schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their District worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside their normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.

- Q. On a non-telecommuting day, the telecommuting employee shall not work at the alternative work location unless the employee receives advanced supervisor approval.
- R. Employees authorized to perform work at an alternate work location must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and the public.
- S. Telecommuting employees understand that all obligations, responsibilities, codes of conduct, laws, policies, and terms and conditions of employment apply in the same manner during telecommuting as if the employees were working at the central worksite, unless specifically addressed in this policy or the telecommuting agreement. Any breach of the telecommuting agreement by the employee may result in modification or withdrawal of telecommuting privileges, termination of the telecommuting arrangement, and/or disciplinary action, up to and including termination of employment.
- T. Equipment and Information Security
 - a. Telecommuting employees are not entitled to use District-provided equipment at the alternative work location. Depending on the situation, equipment needs for telecommuting employees will vary and are determined by the employee's immediate supervisor and the District Manager.
 - b. Telecommuting employees using District-provided computer hardware and software at the alternative work location must abide by the District's policies covering information security, software licensing, internet access and data privacy. Please refer to **Policy No. 22, Section 3*.
 - c. District-owned equipment shall be used for work-related purposes only and is limited to use by the telecommuting employee. Telecommuting employees are responsible for ensuring that District-owned equipment is properly and responsibly used, maintained, and secured.
 - d. Maintenance of District-owned equipment will be performed by District Manager authorized staff or contract IT personnel. The telecommuting employee will be responsible for timely reporting maintenance needs to their supervisor and bringing the equipment to the District-designated repair location, if applicable. Necessary maintenance and repairs on District-owned equipment will be performed at the

District's expense unless the need for maintenance or repairs resulted from non-work related use.

- e. Telecommuting employees must return all District-owned equipment to the District when requested by their supervisor, when the telecommuting agreement ends, or when employment is terminated.
- f. Telecommuting employees using personal equipment and resources to perform work at the alternative work location are responsible for the expenses and costs of the equipment and resources. Accordingly, maintenance and repair of personal equipment is the responsibility of the employee. The District is not responsible for costs, expenses or liability associated with personal equipment or resources, even if the employee is engaged in District work at the time.

U. Costs/Expenses

- a. Basic office supplies shall be obtained through the normal departmental procurement procedures.
 - b. Any other expense reimbursement related to telecommuting requires prior approval by the employee's immediate supervisor.
 - c. Any costs related to remodeling and/or furnishing the alternative work location shall be non-reimbursable and the sole responsibility of the employee.
 - d. Normal household expenses associated with the alternative work location, such as heating, electricity, internet connectivity, shall be non-reimbursable.
- V. The District generally discourages telecommuting employees from taking confidential District information to the alternative work location. If workload necessitates use of confidential District information, telecommuting employees must request advance approval from their immediate supervisor, Department Director, and the District Manager in order to take confidential District information to the alternative work location.
- W. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the alternative work location or transport from their District worksite to the alternative work location. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the alternative work location or transport from their District worksite to the alternate work location. Employees must return all records, documents, and correspondence to the District at the termination of the telecommuting agreement or upon request by their supervisor, Department Director, or Human Resources.
- X. Employees' salary and benefits remain unchanged. Telecommuting employees will be eligible for workers' compensation benefits for any injury or illness that arises out of and in the course

of employment as defined by Workers' Compensation law and occurs at the specified area of the alternative work location during the work schedule specified in the telecommuting agreement. A job-related accident/illness during the telecommuting work schedule must be reported to the employee's immediate supervisor or their designee immediately or no later than 24 hours after the accident/illness. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the alternative work location.

- Y. Tax implications of telecommuting are the responsibility of the employee. The telecommuting employee may consult independent professionals for advice in this area.

Policies Cited:

1. **Policy No. 22 – Rules of Conduct, Section 3*

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 27
Subject: Driver Safety and Vehicle Use Program
Category: Personnel Rules and Regulations
Adopted: *Pending*
Revision(s): 10/05/2023



POLICY NO. 27 – DRIVER SAFETY AND VEHICLE USE PROGRAM

Section 1. Purpose and Scope

- A. The Driver Safety and Vehicle Use Program has been developed to protect the San Gabriel Valley Mosquito and Vector Control District's employees and resources, to ensure compliance with state and federal regulations and to guard against and reduce potential liabilities from accidents. The information outlined in this program is in line with generally accepted best practices and legal requirements for safe motor vehicle operations. The District Manager will oversee the requirements within this program. All employees who operate a vehicle on District business are required to comply with this program.

Section 2. Driver Eligibility

- A. The following guidelines have been established to assist with identifying, hiring, and retaining safe drivers and ensuring ongoing safe driving practices.
1. Employment applications and job descriptions will clearly identify if vehicle operation is a job requirement.
 2. New employee background checks are conducted.
 3. Motor vehicle reports (MVRs) are obtained and reviewed for all employees who drive District-owned vehicles and personally-owned vehicles while on District business to determine if the employee is an acceptable driver as outlined in the following section.
 4. Employees must possess a valid driver's license to legally operate the class of vehicle(s) they drive in their employment.
 5. Employees who drive their personally-owned vehicle on District business must show proof of automobile liability insurance in accordance with the Business Use for Personally-Owned Vehicles section.
 6. All employees who drive on District business are required to comply with all applicable state laws and regulations.

Section 3. Condition of Employment

- A. Employees who are authorized to drive a District-owned and/or personally-owned vehicle for District business will consent to being enrolled in the California DMV Employer Pull Notice (EPN) Program. The DMV issues MVRs on every person registered in the EPN Program. The

DMV automatically issues MVRs annually and whenever the driver is involved with certain legal actions or activities. Employees who participate in this program will sign a DMV Authorization for Release of Driver Record Information form (Appendix A).

1. Employee Deviations: The department director will work with Human Resources and the Driver Safety and Vehicle Use Program Administrator when determining the most appropriate intervention per the policy stated below.
2. Acceptable Driving Records: The criteria for determining if a prospective or current employee’s driving record is acceptable is based on the California’s Department of Motor Vehicle Negligent Operator Treatment System (NOTS) criteria.

NOTS Criteria
• 6 points in 12 months
• 8 points in 24 months
• 10 points in 36 months

District Intervention Criteria
• 4 or more points in 12 months
• 6 points in 24 months
• 8 points in 36 months

3. When an employee’s MVR reaches intervention levels, the District may initiate one or more of the following actions.
 - a. Counsel and warn the employee that employment may be jeopardized, including termination, if there are additional violations or accidents.
 - b. Shift the employee to a non-driving position where feasible.
 - c. If a non-driving position is not an option, implement some additional controls such as driver training course(s) to reinforce defensive driving safety.
 - d. Restrict or eliminate use of personally-owned vehicles for District business.
 - e. Other intervention determined and approved by the District Manager or designee and the Driver Safety and Vehicle Use Program Administrator.
- B. Authorized drivers must demonstrate that they can safely operate the vehicles they are assigned. Employees who drive as an essential part of their job or drive more than occasionally must complete a defensive driving training course every (3) three years.
- C. Check rides may be conducted based upon an employee’s MVR and/or driving behavior.
- D. Authorized drivers must pass a physical examination administered by a licensed physician when a question of fitness to drive arises or is otherwise required by these regulations.

Section 4. Business Use – District-Owned Vehicles

- A. These requirements apply to employees who are assigned and drive a District-owned vehicle while conducting District business.
 1. Unless otherwise approved, District-owned vehicles are not to be used for personal purposes, including the commute to and from home.
 2. Designated “on-call duty” employees are authorized to drive District vehicles home with the department head’s approval.

3. Employees who are permitted to use a District-owned vehicle to commute to/from home and worksite are not authorized to use the vehicle for personal purposes other than commuting.
- B. The following requirements pertain to all District-owned vehicles.
1. No one except an authorized employee may drive a District vehicle. This includes immediate family members and friends, except in an emergency.
 2. Drivers must comply with all applicable state laws and regulations.
- C. The District reserves the right to withdraw this privilege at any time. Failure to fulfill any requirement of the vehicle use policy may result in disciplinary action up to and including termination.

Section 5. Business Use – Personally Owned Vehicles

- A. It is the policy of the District to provide employees with suitable transportation to conduct District business. However, there may be times when it is necessary and expeditious for employees to use personally-owned vehicles in the course of District business.
- B. District employees are not permitted to use personally-owned vehicles in conducting District business without prior approval of the appropriate department director or assigned designee.
- C. Before authorizing an employee to use a personally-owned vehicle for District business, the department director or assigned designee, shall determine that:
1. The business purpose is valid;
 2. The use of a personally-owned vehicle is in the best interests of the District; and
 3. The employee has the required automobile liability and property damage insurance coverage for their personally-owned vehicle.
- D. Employees utilizing their personally-owned vehicles on District business must maintain automobile liability and property damage insurance coverage with minimum limits of \$100,000 bodily injury per person, \$300,000 for bodily injury per occurrence, and \$50,000 for property damage coverage.
1. The employee will sign a declaration stating he or she is carrying the insurance coverages as stated above (refer to Appendix B). If the insurance coverage is modified, canceled, terminated, lapsed, or curtailed for any reason, the employee must immediately notify the Director of Administrative Services.
 2. Employees will sign a declaration annually stating they are carrying the insurance coverages as stated above.
 3. In case of an accident and subsequent claim, the coverage provided by the employee's personal insurance will apply first. Insurance follows the vehicle, not the driver. The

District will pay the insurance deductible for the employee (if applicable and not reimbursed by others, e.g., another at-fault driver) up to a maximum of \$1,000.00 if an employee is involved in an accident in their personally-owned vehicle when the requirements of this policy have been met. The District is not responsible for any increase in an employee's insurance premium as a result of an accident.

4. Employees are expected to maintain the vehicle in reliably safe mechanical condition as required by law.

Section 6. Business Use – Rented Vehicles

- A. District employees are permitted to use a rental car for District business with prior approval from their department director or assigned designee.
- B. Employees who rent a vehicle for District business must obtain adequate coverage for collision and liability by purchasing the rental company's loss damage waiver coverage at the District's expense.

Section 7. Electronic Wireless Communication Devices

- A. The following requirements address the use of electronic wireless communication devices while driving District-owned vehicles, personally-owned vehicles, and rented vehicles while on District business. The California State Vehicle Code's current definition of an "electronic wireless communication device" includes:
 1. Broadband personal communication device;
 2. Specialized mobile radio device;
 3. Handheld device or laptop computer with mobile data access;
 4. Pager; and
 5. Two-way message device
- B. District employees shall not operate a vehicle on District business while using an electronic wireless communication device unless the device and vehicle meet the conditions noted below. "Using" includes, but is not limited to, viewing, talking, taking or transmitting images, playing games, composing, sending, reading, accessing, browsing, transmitting, saving or retrieving email, text messages, or other electronic data.
- C. The following requirements adhere to the California State Vehicle Code Sections 23123 - 23125.
 1. The code prohibits driving a motor vehicle while holding and operating a handheld wireless telephone or a wireless electronic communications device, unless the device is mounted on the vehicle's windshield or is mounted/affixed to a vehicle's dashboard or center console in a manner that does not hinder the driver's view of the road.

2. The driver's hand may only be used to activate or deactivate a feature or function on the device with the motion of a single swipe or tap of the driver's finger, but not while holding it. *The law does not apply to manufacturer-installed systems that are embedded in a vehicle.*
- D. District employees without a hands-free wireless communication device may use their device after safely exiting a highway, pulling safely to the side of a road, and stopping the vehicle.
 - E. The District has the right to add to, delete or amend this policy at any time. The District Manager reserves the right to make an exception to this policy if they believe such an exception is in the best interest of the District. The following uses are exempt from the restrictions above.
 1. Exemptions as set forth in the California Vehicle code as written or amended.

Section 8. Vehicle Accident Procedures

- A. Vehicle accident procedures must be followed in the event of an accident/incident involving District-owned vehicles or personally-owned vehicles while on District business. This includes minor incidents and collisions, even if there do not appear to be any injuries and/or property damage. Drivers are required to immediately report the incident to their supervisor. After business hours, drivers are still required to call their supervisor to report the accident/incident.
- B. The Vehicle Accident Procedures are outlined in Appendix C.
- C. The Vehicle Accident Report form is provided in Appendix D.
- D. All District-owned and personally owned vehicles authorized for business use are required to keep a copy of the procedures and form in the vehicle.
- E. The District driver is required to review the procedures, complete the Vehicle Accident Report form, and turn it into their supervisor as soon as practicable.
- F. Police shall be notified in the event of:
 1. Estimated property damage of more than \$750
 2. Anyone was injured (no matter how minor)
 3. Anyone was killed
- G. Whenever a police report has been filed, it will be obtained as part of this accident procedure.

Section 9. Driver Responsibilities

- A. Care and Maintenance of Vehicles
 1. Employees must prevent abuse, theft, neglect, of vehicles they are assigned.
 2. Drivers are responsible for keeping their vehicles clean and for reporting any malfunctions.

3. All drivers shall ensure that all items being transported, e.g., equipment, property, supplies, etc., are properly secured to prevent them from shifting or falling from the vehicle.
4. Employees on district business will observe all traffic rules and regulations, including the use of seat belts. The driver will be responsible for any fines or penalties incurred, including parking violations.
5. Reporting all moving violations or accidents to a supervisor or manager before the end of shift, but, in no case, longer than twenty-four (24) hours.

B. Operation of Vehicles

1. All drivers and passengers shall wear seat belts while a vehicle is in operation.
2. Employees shall not ride on the running boards, fenders, hoods, tailgates, or rear racks of vehicles.
3. Drivers shall not drive any vehicle when its load obstructs the front, right, or left view or interferes with steering the vehicle. No more than three people shall ride in the front seat of a vehicle at one time.
4. Whenever District-owned vehicles block or obstruct traffic, the driver shall place warning signs and/or traffic cones to warn oncoming motorists of the obstruction. Warning signs shall be placed to give oncoming motorists adequate time to stop safely. Revolving red or yellow lights or blinkers should be used as additional warning devices if they are available. Distance should be determined by:
 - a. Street and weather conditions; and
 - b. Speed limits in the area; and
 - c. Whether the road is straight or curved.
5. Employees shall not open the door of a vehicle on the side of moving traffic unless it is reasonably safe. The door should be open only long enough to safely load or unload passengers.
6. Employees shall not leave District vehicles unattended without first stopping the engine, removing the key, setting the brake, and locking all doors.
7. District vehicles with a load that extends more than 4 feet beyond the rear shall have the end of the load marked with a red flag with sides at least 12 inches in length.
8. Employees who operate District vehicles that tow trailers, dollies, or other equipment shall ensure that hitches are securely latched, lights are properly connected, and safety chains are properly attached.
9. The following is permissible only when the vehicle is parked:
 - a. Making or receiving cellular phone calls
 - b. Composing or receiving text messages or e-mail

- c. Programming GPS systems
 - d. Using computers
 - e. Selecting music or programming audio equipment
 - f. Extended conversations with a two-way radio
 - g. Eating
 - h. Drinking non-alcoholic beverages
 - i. Grooming
 - j. Extensive conversation with passengers
 - k. Reading
10. Employees must pay for any fines or penalties incurred while operating a District vehicle.
 11. Employees must report all moving violations or accidents to a supervisor or manager immediately.
 12. Smoking is not allowed in any District vehicle.
 13. Employees shall not use, possess, or be under the influence of alcohol, illegal drugs, unauthorized prescription medications, or any other illegal mind-altering substances while performing their assigned duties and driving.
 14. Employees must advise their supervisor before operating any vehicle for District business when they are taking any medications or products that may cause them to operate a vehicle unsafely.
- C. Failing to comply with any of these responsibilities may result in disciplinary action up to and including termination.

Section 10. Record Keeping

- A. The following documentation will be maintained for at least two years:
1. Defensive driver training for each employee, including the employee's name, training dates, type of training, and training providers
 2. Motor Vehicle Report (MVR)
 3. Vehicle insurance information from drivers who use their personally-owned vehicles on District business
 4. Documentation regarding employee deviations

Section 11. Program Evaluation

- A. The Driver Safety and Vehicle Use Program will be reviewed on a periodic basis to meet ongoing needs.

Appendix C

San Gabriel Valley Mosquito and Vector Control District
Vehicle Accident Driver Procedures

Vehicle accident procedures must be followed in the event of an accident/incident involving District-owned vehicles or personally-owned vehicles while on District business. This includes minor incidents and collisions, even if there do not appear to be any injuries and/or property damage. All employees who drive District-owned vehicles or personally-owned vehicles authorized for business use are required to keep a copy of these procedures and the Vehicle Accident Report form in the vehicle. The District driver is required to review the procedures, complete the Vehicle Accident Report form, and turn it into their supervisor as soon as feasible.

1. Take Steps to Prevent Further Accidents

- a. Park Safely out of traffic flow if vehicle is operable
- b. If available, properly set out red emergency warning triangles

2. Remain Calm

- a. Do not argue, accuse, or accept blame for accident
- b. Discuss details only with police and your employer

3. Contact Police When

- a. Estimated property damage of more than \$750
- b. Anyone was injured (no matter how minor)
- c. Anyone was killed
- d. Obtain report number and Officer ID

4. Obtain Witness Information

- a. Name(s)
- b. Address and Telephone Number

5. Exchange Information

- a. Driver's name/address/telephone number
- b. Driver's license number/vehicle license number
- c. Insurance policy number, agent, and insurer
- d. See **VEHICLE ACCIDENT REPORT FORM** for details

6. Vehicle Accident Report Form

- a. Make note of street names, directions, and landmarks
- b. If possible, complete the form at the time of accident or as soon as feasible.

NOTES: _____

San Gabriel Valley Mosquito and Vector Control District
Vehicle Accident Report Form

EMPLOYEE AND VEHICLE INFORMATION (VEHICLE #1)			
Employee Driver Name:		Driver License #:	Phone #:
Department/Division:		Supervisor Name:	
District Owned Vehicle	<input type="checkbox"/>	Make & Model:	License Plate #
Personally-Owned Vehicle	<input type="checkbox"/>		

ACCIDENT DATE, TIME, PLACE			
Date:		Time: AM <input type="checkbox"/> PM <input type="checkbox"/>	
City		County	State
Highway Description/Street Address:			
Photos taken: YES <input type="checkbox"/> NO <input type="checkbox"/>		Video taken: YES <input type="checkbox"/> NO <input type="checkbox"/>	

THOSE INVOLVED			
OTHER VEHICLE (VEHICLE #2)			
Make & Model:		Tag No. & State	
Driver Name:		DL:	Phone:
Address:			
Insurance Co.		Policy No.	

OTHER VEHICLE (VEHICLE #3)			
Make & Model:		Tag No. & State	
Driver Name:		DL:	Phone:
Address:			
Insurance Co.		Policy No.	

WITNESSES (persons seeing the accident may be of service to our driver)			
Name:		Phone:	
Address:			
Name:		Phone:	
Address:			

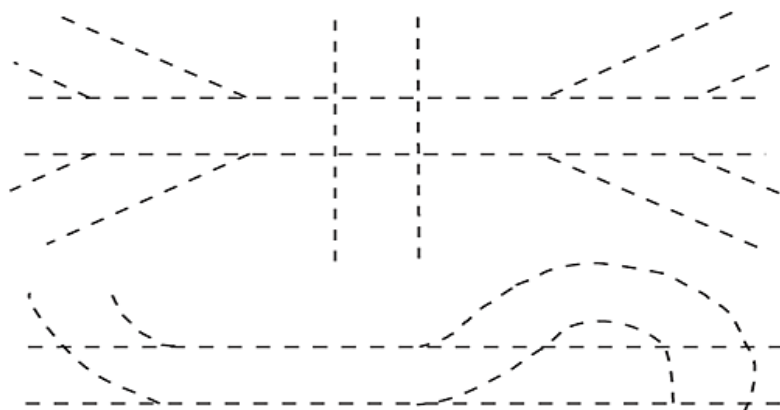
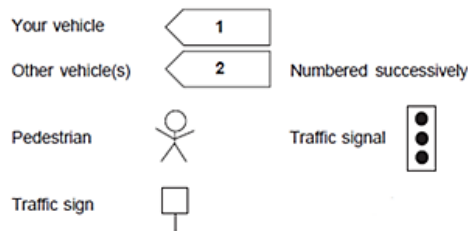
INVESTIGATING OFFICER			
Name		Phone:	
Badge No.		Department:	

WHAT HAPPENED?

At what distance did you first see a hazard? (ft.)	How fast were you going? MPH
Describe damage to:	
Your Vehicle –	
Other Vehicles –	
Cargo –	
Property –	
Describe in your own words the circumstances of the accident:	

ACCIDENT SCENE

Fill in dotted lines to correspond with road at accident site. Show position of all vehicles, pedestrians, etc.





San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: October 13, 2023

Meeting of: San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Subject: **Consider Recommendation to Adopt Policy No. 50 – Record Retention Schedule**

Exhibit(s): Exhibit 8A

Background

The District has an obligation to create and maintain information in accordance with accepted record management practices and standards. The District shall maintain all original records until the minimum retention period has ended.

As part of the effort to review and revise all District policies, the Record Retention Schedule has been updated to reflect the most current record management practices and standards in compliance with Government Code Section 60203.

Policy No. 50 - Record Retention Schedule (Exhibit 8A) has been reviewed and validated by Liebert Cassidy Whittmore (LCW).

District Manager's Recommendation

The District Manager recommends adoption of Policy No. 50 – Record Retention Schedule as proposed.

Board Action Options

- Board Action Required: If the Board concurs, following the public discussion by members for this item, the appropriate action is to approve adoption of Policy No. 50 – Record Retention Schedule.
- Alternative Board Action: If after discussion by members for this item, the Board may choose to deny approval of a letter of Policy No. 50 – Record Retention Schedule.

Submitted by:

A handwritten signature in black ink that reads "Jason Farned".

Jason Farned
District Manager

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SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Policy Number: 50
Subject: Record Retention Schedule
Category: Administration
Adopted: Pending
Revision(s): 10/04/2023



POLICY NO. 50 – RECORD RETENTION SCHEDULE

AT = After Termination AC = After Completion C = Calendar Year AA = After Audit P = Permanent		
Title	Minimum Legal Retention Period	Authority Citation
Correspondence	C + 2	GC §34090, §60201
Current Policy and Procedures	P	GC §34090
MEETINGS		
Agendas	C + 2	GC §34090
Board/Committee Minutes	P	GC §34090(e) ; §60201 (d)(3)
Ordinances/Resolutions	P	GC §34090(e) ; §60201 (d)(2)
Repealed Ordinances/Resolutions	C + 5	GC §34090(d)(2)
CONTRACTS		
Agreements (not construction related), Memorandum of Understandings	AC + 4	GC §60201(d)(9), CCP §337, CCP §343
Construction Agreements and Related Change Orders	AC + 10	CCP §337.15
Bids/RFPs/RFQs	AC + 4	GC §34090, CCP § 337
FINANCIAL - ACCOUNTS PAYABLE		
Correspondence/General Information	C + 2	GC §34090, §60201
A/P Register - P.O./ Checks	AA + 4	GC §34090, CCP 337, 26 CFR 31. 6001 - 1(e)(2)
Petty Cash Register	AA + 7	GC §60201(d)(12)
Expense Reports	7 Years after Payment	GC §60201(d)(12)
Invoices	AA + 4	GC §60201(d)(7)
CAPS Reports/ Bank Account Reconciliations	AA + 4	26 CFR 31.6001-1(e)(2)
Payment Records	7 years after the date of payment	29 CFR 516.6; GC §60201(d)(12)

Payroll Tax Returns	6 years after tax is paid or due whichever is later	26 CFR 301.6501(e)
REVENUE		
Reimbursements	7 Years after Payment	GC §60201(d)(12)
Refunds	7 Years after Payment	GC §60201(d)(12)
AUDITS		
Correspondence	C + 2	GC §34090, §60201
Audit Reports	P	GC §34090, §60201
BANKING		
Correspondence/General information	C + 2	GC §34090, §60201
Bank Confirmation	AA + 4	26 CFR 31.6001-1(e)(2)
Bank Reconciliation	AA + 4	26 CFR 31.6001-1(e)(2)
Bank Statements	AA + 4	26 CFR 31.6001-1(e)(2)
Cancelled and Voided Checks	AA + 4	GC §60201(d)(12), CCP 337
Deposit Slips	AA + 4	26 CFR 31.6001-1(e)(2)
FINANCIAL REPORTS		
Correspondence/General information	C + 2	GC §34090
Bank Confirmation	AA + 5	26 CFR 31.6001-1(e)(2) 5 years after audit
Bank Reconciliation	AA + 5	26 CFR 31.6001-1(e)(2) 5 years after audit
Bank Statements	AA + 5	26 CFR 31.6001-1(e)(2) 5 years after audit
Annual Budget	P	GC §34090 & §53901
BONDS		
Bond Issuance	P	GC §34090, §60201(d)(8)
INSURANCE		
Memorandum of Coverage	P	GC §34090
Policies	P	GC §34090
Endorsements	P	GC §34090
Premium Deposits	P	GC §34090
Retrospective Ratings	P	GC §34090
Certificates of Insurance	P	GC §34090

Claims	C + 2	GC §34090
LEGAL		
General Correspondence	C + 2	GC §34090
Attorney Correspondence	C + 2	GC §34090
Conflict of Interest Code	P	GC §87300
Form 700	7 years	GC §81009(e), (g)
Litigation	P	GC §34090
Opinions	C + 2	GC §34090(d)
HUMAN RESOURCES		
Retirement and Benefit Records	P	Best Practice
COVID-19 Reporting Records	C + 3	LAB . §6409.6
Employment Eligibility Forms Verification (I-9 Forms)	3 years after date of hire or 1 year after date of termination, whichever is later	8 CFR § 274a.2(b)(2)
Family and Medical Leave of Absence Records	C + 4	29 CFR 825.500(b), GC §12946(a)
Harassment Prevention Training Records	C + 2	GC §12950.1
Health and Safety Records	C + 5	29 CFR §1904.33; 8 CCR §14300.44
Payroll Files	C + 3	LAB §226, §5405, and §1174
Personnel Files	AT + 5	LAB §1198.5; 29 CFR §1627.3; 29 CFR §1602.31
Recruitment, Hiring, and Job Placement Records	C + 4	GC §12946(a)
Unlawful Employment Practices, Claims, Investigations, and Legal Proceedings Records	Until disposition of case	Best Practice
Workers' Compensation Claims	5 years from the date of the injury or last date compensation benefits were paid, whichever is later	LC §5405, §5804
MAINTENANCE/OPERATIONS RECORDS		
Compressor Permit	Until superseded	Labor Code 7620 et seq.
Fire Inspection and Permits	Until superseded	Best practice
HVAC Records	5 years	8 CCR 5142
OSHA Documents	5 years	29 CFR 1904.33; 8 CCR 14300.44

Vehicle Records	Until vehicle is sold or destroyed	Best practice
Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS)	30 years or no time at all if record of the identity of substance is maintained	29 CFR 1910.1020. (d)(1)(ii)(B)
Pesticide Records	30 years. If there is an exposure, the records should be kept for the duration of employment plus 30 years.	FAC 14012; GC §60201(d)(10); 29CFR 1910.1020(d)(1)(ii)
SCIENTIFIC-TECHNICAL SERVICE RECORDS		
CEQA Documents	P	PRC 21167.6
NPDES Notices	5 years	40 CFR Part 125; GC §60201
Biosafety Cabinet Certifications	5 years	29 CFR 1904.33; 8 CCR 14300.44
SOCIAL MEDIA		
Facebook	C + 2	GC §34090(d)
Twitter	C + 2	GC §34090(d)
Instagram	C + 2	GC §34090(d)



San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: October 13, 2023

Meeting of: San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Subject: **Consider Vote on Ballot for Special District LAFCO Alternate Member**

Exhibit(s): Exhibit 9A, 9B

Background

The District was notified of a vacancy for Special District (LAFCO) Alternate Member for the term expiring in May 2026. The nominations period closed on August 25, 2023 and candidate information is provided (Exhibit 9B).

The District has been asked to vote for one candidate for the position.

Staff will return the completed ballot if the board chooses to vote. Ballots must be returned by 5:00p.m. on October 27, 2023.

Manager's Recommendation:

No recommendation is provided as the Board must decide which one candidate, if any, they choose to endorse.

Board of Trustees Action Options:

- Board Action: Following the public discussion by members for this item, the appropriate action is to approve the vote for one candidate on the ballot for a Special District (LAFCO) Alternate Member.
- Alternative Board Action: If after discussion by members for this item, the Board may choose not to vote for a Special District (LAFCO) Alternate Member.

Submitted by:

A handwritten signature in black ink that reads "Jason Farned".

Jason Farned
District Manager

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Local Agency Formation for the County of Los Angeles

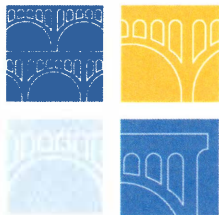
Alternate Member representing Independent Special Districts Appointment Schedule to fill the unexpired term ending on May 4 , 2026

Thursday, July 6, 2023	Mail Nomination Memorandum
Friday, August 25, 2023:	Nominations due by 5:00 p.m.
Wednesday, August 30, 2023:	Mail Ballots
Friday, October 27, 2023:	Ballots due by 5:00p.m.
Monday, October 30, 2023:	Meet/count ballots *
Wednesday, November 1, 2023:	Mail Results Memorandum *

** Approximate, subject to change*

NOTE: Presuming the new member submits all required documentation, the Alternate public Member would assume office at the Commission Meeting on Wednesday, November 8, 2023.

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MEMORANDUM

TO: PRESIDING OFFICER OF EACH INDEPENDENT SPECIAL DISTRICT IN
LOS ANGELES COUNTY

FROM: WILLIAM F. KRUSE

RE: BALLOT; SPECIAL DISTRICT LAFCO REPRESENTATIVE

DATE: August 30, 2023

Enclosed is the Ballot and the supplementary materials submitted for each of the candidates for Special District LAFCO **ALTERNATE MEMBER** for the term expiring in May 2026. Nominations closed as of 5:00 p.m. on August 25, 2023.

Please vote for ONE candidate for the position. The marked ballots should be placed in the envelope marked “Ballot Envelope” and sealed. Please write the name of your agency and sign your name on the outside of the ballot envelope and return the completed ballots by mail to:

William F. Kruse, Esq.
Lagerlof, LLP
155 N. Lake Avenue, 11th Floor
Pasadena, CA 91101.

No ballot will be counted if it is missing the name of the voting agency and the signature of the Presiding Officer on the ballot envelope.

The candidate receiving the highest number of votes will be declared the Special District **Alternate Member** to LAFCO.

Ballots must be returned by 5:00 p.m. on October 27, 2023.

WFK/dc
Enclosures

cc(w/ encls.): Paul Novak

Lagerlof LLP
155 N Lake Avenue, 11th Flr
Pasadena, CA 91101

Lagerlof.com
Email: wfkruse@lagerlof.com

T: (626)-793-9400
F: (626)-793-5900

BALLOT

SPECIAL DISTRICT LAFCO ALTERNATE MEMBER

Please vote for no more than one candidate.

MICAH ALI

Occupation: Board of Trustees

Sponsor: Compton Creek Mosquito Abatement District

STEVEN APPLETON

Occupation: Board of Directors

Sponsor: Greater Los Angeles County Vector Control District

STEPHEN H. BROWN

Occupation: Board of Directors

Sponsor: Kinneloa Irrigation District

GARY BURNS

Occupation: Board of Directors

Sponsor: Las Virgenes Municipal Water District

SHARON S. RAGHAVACHARY

Occupation: Board of Directors

Sponsor: Crescenta Valley Water District

NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee
From: Mitchel R. Weinbaum
Date: August 23, 2023
Name of Candidate: Mr. Micah Ali

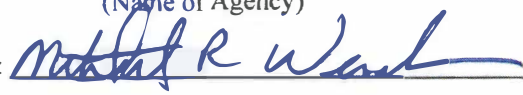
Compton Creek Mosquito Abatement District is pleased to nominate
Mr. Micah Ali as a candidate for appointment as special district **alternate**
member to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a
member of the board of an independent special district appointed for a fixed term. For your consideration,
we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: President, Board of Trustees
Agency: Compton Creek Mosquito Abatement District

Type of Agency: Special District, Mosquito Abatement District
Term Expires: 2025
Residence Address: 1224 S. Santa Fe Ave, Compton, CA 90221

Telephone: (310) 933-5321

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Compton Creek Mosquito Abatement District
(Name of Agency)
By: 
Its: General Manager



Micah Ali

Strategist, Consultant, Public Sector And Governance Expert

Experienced strategist, catalyst for innovation and organizational effectiveness. Regarded as a pioneer in public affairs/government relations and board governance for clients in public education, public health and economic development spheres. Catalyzes private/public partnerships, coalition building and broad based initiatives intended to achieve impact in areas often deemed resistant to change. Co-author of the California Association of Black School Educators' Blueprint for Education Equity

EXPERIENCE AND ACCOMPLISHMENTS

Founder, Managing Director

Synergistic Solutions Consulting

November 2004-Present

Strategy consultancy providing expertise in organizational culture, politics, and effective practices of School Boards and School District leadership, as well as other governmental and global organizations seeking to achieve next level results, sustainable change and improving overall organizational performance.

CONSULTING AREAS

Government Affairs and Crisis Management.
Land Use and Development Consulting
High-stakes and Large Project Negotiation
Community Development

Director

Los Angeles County Education Foundation

July 2012 - January 2014

Expanded supports for public schools across Los Angeles County in the area by way of innovation in health and education policy, including large-dollar investment projects, public education and achievement initiatives for districts across Los Angeles County, and innovated policy efforts.

Project Manager

Raytheon Space and Airborne Systems

October 2008 - June 2012

Oversee and ensure the successful completion of complex projects across several divisions of the global technology and aerospace organization.

Special Assistant, Government Relations

California State Legislature, Assemblymember Merv Dymally

August 2006 - November 2008

Established and maintained relationships with strategic community leaders, legislators, legislative aides, local elected officials, business trade leaders, public health agencies and organizations, charitable organizations, school districts, health care industry leaders and grassroots constituency groups.

OTHER POSITIONS HELD

Project Coordinator

Boeing Satellite Systems

July 2003- October 2004

Project Manager, Policy and Governmental Affairs

Community Redevelopment Agency

August 2002 - July 2003

Council Liaison Officer, Government Relations

City of Compton

August 1998 - August 2002

SKILLS

High-Stakes Negotiation

Board Effectiveness

Gov't/Private Partnerships

National/State Policy

EDUCATION

Loyola Marymount University
Masters of Arts in Education
School Administration

California State University, Dominguez Hills
Bachelor of Science
Public Administration

CIVIC & COMMUNITY INVOLVEMENT

Chair-elect

National Black Council of School Board Members

Chair Emeritus,

Council of Urban Boards of Education

Founder and President Emeritus

California Association of Black School Educators

President

Compton Unified School District Board of Trustees

President Emeritus

Los Angeles County School Trustees Association

President

Compton Creek Mosquito Abatement District Board of Trustees

Emeritus Member

National School Boards Association

Emeritus Member

California School Boards Association

Immediate Past Member

California Racial and Identity Profiling Advisory Board

Alternate

South Coast Air Quality Management District Hearing Board

INTERESTS

Education Innovation

Environmentalism

Land Use and Improvement Projects

Community Development

K-12 Education Systems

NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: **GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

Date: **AUGUST 10th, 2023**

Name of Candidate: **STEVE APPLETON**

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT is pleased to nominate
STEVE APPLETON as a candidate for appointment as special district **alternate member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: **BOARD OF DIRECTOR**

Agency: **GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

Type of Agency: **SPECIAL DISTRICT**

Term Expires: **MAY, 2026**

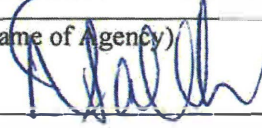
Residence Address: **2825 BENEDICT STREET**
LOS ANGELES, CA 90039

Telephone: **310/740-7294**

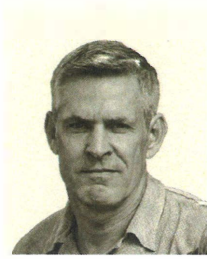
PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

(Name of Agency)

By: 

Its: **BOARD SECRETARY**



Steven Appleton

Technical knowledge, interdisciplinary skills, and a collaborative approach

As the past President of the Greater Los Angeles County Vector Control District (2020) and the current Trustee for the City of Los Angeles, I have worked in collaboration with many public agencies. I have also engaged with municipal, State and Federal partners around watershed improvement and ecological restoration projects.

I serve as Board Member on the Los Angeles County Second District Consolidated Oversight Board and has served in a variety of capacities on watershed issues, including as a Technical Stakeholder to the yearly "State of the Watershed" report for the Los Angeles Region by the Council on Watershed Health. My interests and experience are especially attuned to balancing issues related to climate change, watershed protection, water quality improvement, parkland, and community engagement.

As a commissioner I would endeavor to render decisions in the best interest of the diverse set of Special Districts and the citizenry of the region. As those who have worked with me in local and regional agencies can attest, I show up ready and prepared to contribute, approaching issues in a collaborative manner.

Please consider voting for me as a Special District Alternative Commissioner to the Los Angeles Local Agency Formation Organization (LALAFCO).

Sincerely,

A handwritten signature in black ink, appearing to read "S. Appleton", followed by a long horizontal line extending to the right.

NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee
From: Tom Majich, General Manager, Kinneloa Irrigation District
Date: August 23, 2023

Name of Candidate: Stephen H. Brown

Kinneloa Irrigation District is pleased to nominate
Stephen H. Brown as a candidate for appointment as special district **alternate**

member to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Board of Directors

Agency: Kinneloa Irrigation District

Type of Agency: Special District, Public Water Agency

Term Expires: December 5, 2025

Residence Address: 1906 Country Lane; Pasadena, CA 91107

Telephone: (202) 744-5578

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Kinneloa Irrigation District

(Name of Agency)

By: 

Its: General Manager

STEPHEN H. BROWN

My name is Stephen Brown and I am seeking to fill the recent vacancy of Alternate for Independent Special Districts on the Los Angeles County Local Agency Formation Commission (LAFCO).

I am currently on the Board of Directors for the Kinneloa Irrigation District (KID) where I have served since May 2022. I reside in an unincorporated area of Los Angeles County (the North Kinneloa Ranch community in the San Gabriel foothills) with my wife and two young children. My family moved to this area in 2019 after residing in Northern Virginia for nearly forty years. I also serve on the Finance & Audit Committee of the Mayfield Junior School in Pasadena, which my children attend. In addition to these local community endeavors, I work as a private consultant providing legislative, political, and communications strategy development to various clients in the energy field.

Prior to re-locating to Southern California, I was employed for over three decades in Washington, DC, in a variety of positions in the public and private sectors. These positions included US Congressional leadership staff, serving as Of Counsel at a prominent law firm to create and run a federal lobbying practice, serving as Senior Vice President and Deputy General Counsel of a “top ten” federal and state lobbying company, and finally moving in-house as Vice President and Legislative Counsel with a major energy provider to manage its federal affairs office. Collectively, these positions afforded me the opportunity to represent a broad array of corporate and trade association clients on multiple matters before Congress and the Executive Branch. I was honored to be annually recognized from 2005 through 2018 as a “Top Lobbyist” by *The Hill*, a leading newspaper in Washington covering such activities.

There are multiple reasons why I am interested to make an investment of time in LAFCO. First, the challenge of working to constantly improve the establishment of spheres of influence for local units of governments or special districts so that the needs of their respective constituents or customers are efficiently met would be intrinsically rewarding. Second, the public policy issues inherent to LAFCO’s mission and the matters pending before it would intersect broadly with many that I advocated on throughout my career in Washington. Water issues (supply, demand, conveyance), in particular, have always captured my attention and few other topics are as crucial to Southern California’s future as this is. Finally, given that I am relatively new to the region, I am always looking to better understand and appreciate the rich tapestry of the greater Los Angeles community. Clearly, working on issues before LAFCO would provide that exposure.

To conclude, I believe that my legal education, professional experience in various public policy and political arenas, and desire to integrate more fully into our local community will allow me to make a positive and lasting contribution to the work of the Los Angeles County LAFCO. I ask for your consideration of my credentials and seek your support for my nomination to this position.

NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: Las Virgenes Municipal Water District

Date: August 1, 2023

Name of Candidate: Gary Burns

Las Virgenes Municipal Water District is pleased to nominate

Gary Burns as a candidate for appointment as special district **alternate**

member to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Director, Division 3

Agency: Las Virgenes Municipal Water District

Type of Agency: Water District

Term Expires: December 4, 2026

Residence Address: 22118 Dardenne Street

Calabasas, CA 91302

Telephone: (818) 222-4200

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Las Virgenes Municipal Water District

(Name of Agency)
By: 

Its: General Manager

Local Agency Formation Commission (LAFCO):

Nomination of Candidates for Special District Alternate Member

Gary Burns, Candidate to fill LAFCO Alternate Member Position 8/2023

Gary Burns was elected to the LVMWD Board in December 2022. (Division 3, Secretary) He is the first direct Calabasas resident to serve on the District Water Board.

Gary desires to serve as the LAFCO Independent Special District Alternate Member to further serve the community and provide input to the Los Angeles Region.

Gary grew up in the New York New / Jersey area. He attended Fairleigh Dickenson (FDU) and Hofstra University where he received a BA and Master's in Psychology. He returned to FDU and received an MBA in Business and Finance.

He moved to the Calabasas area in 1989, and has been a resident of Calabasas since the inception of the City in 1991.

Gary has been President of Mulholland Heights Homeowners Association for the past 10 years. Additionally, he is a Board Member of Community Associations Institute, 2018 - 2024 (CAI of Greater Los Angeles County) and a Board Member of CAI International, National Homeowner Leaders Council 2021 – 2024. He was recognized by CAI Los Angeles for Excellence in Community Leadership in 2021 - 22

He is also a founding member of EPIC, (Emergency Preparedness in Calabasas) and volunteers for many local events. He is a partner in the Just Pure Foods Distribution company and a licensed Life and Health Insurance Broker.

Gary is searching for new sources of water to ensure there is sufficient future supplies for the community. He is available to advocate for his constituents whenever needed.

NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee
From: Crescenta Valley Water District Board of Directors
Date: August 22, 2023
Name of Candidate: Sharon S. Raghavachary

Crescenta Valley Water District Board of Directors is pleased to nominate
Sharon S. Raghavachary as a candidate for appointment as special district **alternate**
member to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a
member of the board of an independent special district appointed for a fixed term. For your consideration,
we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Member of the Board of Directors

Agency: Crescenta Valley Water District

Type of Agency: Water and Wastewater

Term Expires: December 2024

Residence Address: 2209 Maurice Avenue

La Crescenta, CA 91214

Telephone: 818 248-3925

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Crescenta Valley Water District

(Name of Agency)

By: 

Its: President of the Board of Directors



Sharon Raghavachary
President of the Board of Directors
Crescenta Valley Water District

Director Raghavachary has been active in the La Crescenta Community for over 20 years and has a background in accounting and computer systems.

Currently Ms. Raghavachary is the President of the Board of Directors for the Crescenta Valley Water District. She has served on the Board since 2019 and has been a past President as well as Vice President.

Ms. Raghavachary is a founder of the Crescenta Valley Community Association. She served for seven years on the Crescenta Valley Town Council, during which time she was co-chair of the Foothill Design Committee, that wrote design standards for Foothill Boulevard, and was a member of Supervisor Michael Antonovich's Library Committee. She also served as Council Vice President and Land Use Committee Chair.

Additionally, Director Raghavachary served three years on the Parent Advisory Council for Children's Hospital Los Angeles, providing input for the new hospital tower. She has been a volunteer for the Los Angeles County Sheriff's Department and Treasurer of the Crescenta Valley Arts Council, as well as a Girl Scout troop leader for ten years, and for over five years she wrote a featured column for the Glendale News Press and the Crescenta Valley Weekly. She also served on the Clark Magnet High School's School Site Council for four years.

Ms. Raghavachary has teenage twins, one currently studying at USC and the other who looks forward to studying abroad.

BALLOT ENVELOPE

NAME OF AGENCY

SIGNATURE OF PRESIDING OFFICER

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San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: October 13, 2023

Meeting of: San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Subject: **Trustee's Terms of Office Ending on December 31, 2023**

Exhibit(s): None

Background

Per California Health and Safety Code Section 2024(a), the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. The following trustee's term of office will end on December 31, 2023. The district will be notifying respective cities of their representative's upcoming term expirations so that reappointments or successors can be completed in a timely manner. City Council action will be requested from the cities below prior to the January 12, 2024 Board of Trustees meeting.

Trustee	City
Emmanuel Estrada	Baldwin Park
Corey Calaycay	Claremont
Patricia Cortez	Covina
Margaret Finlay	Duarte
Jerry Velasco	El Monte
Charlie Klinakis	La Puente
Joseph Leon	Monterey Park
Sandra Armenta	Rosemead
Ryan Vienna	San Dimas
Robert Joe	South Pasadena
Lloyd Johnson	West Covina

District Manager's Recommendation

Receive and file.

Board Action Options

No action required. Informational item.

Submitted by:

A handwritten signature in black ink that reads "Jason Farned".

Jason Farned
District Manager