



ARDEN PARK RECREATION AND PARK DISTRICT

1000 La Sierra Drive
Sacramento, CA 95864
(916) 483-6069

Board of Directors

Chair Bill Andrews
Vice Chair Rebecca Akroyd
Secretary Brian Weatherford
David Burke
Nora Shetty

AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS

October 21, 2025

7:00 pm – Arden Park Community Center

This meeting will be held at the above-stated location. This location is accessible to the public, and a member of the public may address the Board of Directors at this location. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 483-6069. Requests should be made as early as possible, and preferably at least one full business day in advance of the start of the meeting. Documents and materials related to an open session item on this agenda submitted to this Board after distribution of the agenda packet are available for public inspection and copying at The District office located at the address listed above during normal business hours.

I. CALL TO ORDER

- A. Welcome
- B. Roll Call and Announcement of a Quorum
- C. Agenda Approval

II. PUBLIC REQUEST TO ADDRESS THE BOARD OF DIRECTORS

- A. Any member of the public who requests to address the Board on any item which is not on the agenda may do so at this time. Any matter that requires action by the Board will be referred to the staff for action or staff will be asked to report back to the Board at a subsequent meeting. Comments pertaining to scheduled agenda items will be heard when that item is discussed by the Board. Comments are limited to three minutes per person unless further time is granted by the presiding officer.

III. CONSENT AGENDA

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an action item at this meeting.

- A. Approval of the minutes of the Board Meeting held on September 16, 2025
- B. Financial Reports-
 - 1. Revenues
 - 2. Salaries
 - 3. General Fund Bills
 - 4. Benefit Assessment Bills
 - 5. Fixed Asset Bills
 - 6. Cash in Treasury

IV. OLD BUSINESS

- A. Consideration and possible action to approve a modification of the General Manager's employment contract

V. NEW BUSINESS

- A. Discussion and possible action to establish an ad hoc committee to examine District rental and security procedures
- B. Discussion and possible action to approve an updated Personnel Policy Manual
- C. Discussion and possible action to cast votes in the Sacramento LAFCo election
- D. Discussion of timeline for the search for a new General Manager

VI. REPORTS

- A. Staff Report
- B. Standing Committee Reports
- C. Security Report

VII. CLOSED SESSION

- A. Closed Session Conference with Real Property Negotiator pursuant to Government Code Section 54956.8
Property Locations: 970 La Sierra Drive, 1000 La Sierra Drive
Agency Negotiator: Colin Miller
Negotiating Parties: Arden Park Recreation and Park District and Sacramento County Water Agency
Under Negotiation: Property Negotiations

VIII. BOARD COMMENTS

IX. ADJOURN

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54954.2(a)(3). No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under [Section 54954.3](#). In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.



ARDEN PARK RECREATION AND PARK DISTRICT

1000 La Sierra Drive
Sacramento, CA 95864
(916) 483-6069

Board of Directors

Chair Bill Andrews
Vice Chair Rebecca Akroyd
Secretary Brian Weatherford
David Burke
Nora Shetty

MINUTES

REGULAR MEETING OF THE BOARD OF DIRECTORS

September 16, 2025

7:00 pm – Arden Park Community Center

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I. CALL TO ORDER

- A. Welcome
- B. Roll Call and Announcement of a Quorum

The meeting began at 7:00 pm with a quorum present.

Directors present: Akroyd, Andrews, Burke, Shetty, Weatherford

Staff present: Miller, Phillips

- C. Agenda Approval
- No changes made.**

II. PUBLIC REQUEST TO ADDRESS THE BOARD OF DIRECTORS

- A. Any member of the public who requests to address the Board on any item which is not on the agenda may do so at this time. Any matter that requires action by the Board will be referred to the staff for action or staff will be asked to report back to the Board at a subsequent meeting. Comments pertaining to scheduled agenda items will be heard when that item is discussed by the Board. Comments are limited to three minutes per person unless further time is granted by the presiding officer.

Julie L. – Cresta resident

- **Concerned about the use and maintenance of Cresta Park due to heavy soccer usage.**
- **Additional funds should be provided for security.**

Bethany Michell

- **Reported an unhoused person doing drugs at the Cresta Picnic Pavilion grill when children were present (8/22 @7:45 pm).**

Bill Briggs

- **The signage at our park entrance used to say No Alcohol. Other park's ordinances prohibit alcohol, which should be our policy.**
- **Are records kept of the escalating pattern of incidents causing damage to our parks?**
- **Does our security enforce park rules?**

Michelle Comach

- **More lighting is needed at Arden Park, and the gates open too late.**
- **Our security company does not respond appropriately. Groups are often in the park late at night.**

Hillary McLean – Cresta resident

- **Supports use of Cresta Park for the community and soccer. She has a letter written by 37 Cresta families supporting the use of Cresta Park for soccer.**
- **Agendize future soccer issues.**

Ilia – soccer coach

- **Cresta Park is a nice place to practice and play soccer.**

Heather Light – soccer coach

- **She supports continuing youth sports at Cresta and has never witnessed drug use or bad behavior.**

Barb Peterson – 30-year resident

- **How many residents belong to the Arden Park Neighborhood Association? She was reminded that the Park District is separate from the APNA.**

III. CONSENT AGENDA

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- A. Approval of the minutes of the Board Meeting held on August 19, 2025

Dancy Dobrenick’s name was misspelled in the minutes.

- B. Financial Reports-
1. Revenues
 2. Salaries
 3. General Fund Bills
 4. Benefit Assessment Bills
 5. Fixed Asset Bills
 6. Cash in Treasury

Motion made to approve the Consent Agenda with a correction to the misspelled name noted in III.A was made by Akroyd, seconded by Shetty. Motion carried unanimously.

IV. OLD BUSINESS

V. NEW BUSINESS

- A. Consideration and possible action to approve a Petty Cash Policy
- **The District traditionally held an Imprest Account that was used to reimburse employees and some vendors for business expenses. The bank began charging monthly**

service charges on the account rendering the holding of the account unsustainable.

- **The solution was to close the account and maintain a Petty Cash Fund to be used only for starting cash at park events and for admission fees at the pool. Our auditor recommended securing Board approval for the new Petty Cash Policy.**
- **Motion to approve the Petty Cash Policy was made by Weatherford, seconded by Akroyd. Motion carried unanimously.**

VI. REPORTS

A. Staff Report

- **We had over 150 registrants at Tents in Town**
- **Board members were reminded to complete Ethics and SA Training by the end of the week.**

B. Standing Committee Reports

- **HR committee will submit the revised Employee Manual for board approval.**
- **Facilities committee will review fire station asbestos report.**

C. Security Report

- **Miller read statement on 2 recent events at our park; the statement was included in the agenda packet for reference.**
- **Miller explained the park's security contract.**
 - **The park uses the same security company that the Arden Park Neighborhood Association uses.**
 - **There are 7 days/week patrols which include 4 stops at each park during evening/early morning hours. We also have weekend patrols of the parks from 2 – 7 pm; the officer goes back and forth between the parks. An additional patrol at Cresta Park during the week from 4 – 7 pm was just added.**
- **Weatherford questioned security requirements at larger rentals. Miller reviewed capacity limits at each facility.**
- **Miller reminded that our security company does not have arrest powers. Their responsibility is to review and report. The sheriff should be called if needed.**

Public Comments

15 people made comments related to the Security Report. The comments have been consolidated into the following concerns:

- 1. Residents are frustrated with our security company**
 - **Lack of availability**
 - **Poor response time**
 - **Inadequate enforcement of park rules**
- 2. Facility rental regulations should be re-evaluated**
 - **On-site security requirements**
 - **On-site staff requirements**
 - **Alcohol usage guidelines**
- 3. More effective communication with residents is needed**
 - **Periodic e-mail updates to residents**
 - **Residents encouraged to be part of solutions**
 - **Consider ad-hoc committees to resolve issues**

Two sheriff deputies from the Problem-Oriented Policing Unit were present at the meeting and shared the following information:

- ✓ **Call Sheriff for: drug use, drunk/disorderly in public, unauthorized animal roasts, and safety situations when there is no response from our security company. Do not call for homeless people in the park during park hours.**
- ✓ **When calling 911, give specific details of the complaint to move up the priority list. The operator will determine what sort of emergency response is warranted.**
- ✓ **You can demand a police report; ask to talk to a supervisor if necessary.**
- ✓ **Call Fire Department for unauthorized grills.**
- ✓ **A safety assessment can be done on our parks, especially to identify potential lighting issues.**
- ✓ **Standard park hours are dawn to dusk.**
- ✓ **Educate yourself on laws if you try to intervene. You can legally take a video.**

VII. BOARD COMMENTS

- **Shetty suggested that the district start a list that residents can subscribe to and receive announcements/updates on park issues.**
- **The Board is prohibited from participating in Facebook groups.**

VIII. ADJOURN

Motion to adjourn the meeting made at 8:24 pm by Weatherford, seconded by Burke. Motion carried unanimously, 5-0.

Board Chair
October 21, 2025

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ARDEN PARK RECREATION AND PARK DISTRICT

REVENUE REPORT October 21, 2025

ACCOUNT	FY 2025-2026	TOTALS
94942900	Facility Rentals	
	Block	\$500
	Community Center	\$1,591
	Picnic Areas	\$1,868
	Facility Rentals Total 94942900	\$3,959
96964600	Recreation Services	
Youth	All Day Explorers	\$755
	Baby Ballet/Pre-Ballet/Gymnastics/Tiny To1	\$2,280
	Before & After School Program	\$14,518
	Explorers Seasonal Camps	\$760
	Family Paint	\$72
	Little Explorers	\$5,145
	Preschool	\$10,125
	Tennis	\$1,100
Events	Fall Festival	\$9,032
Adult	Country Line Dancing	\$901
	Fit4Mom	\$110
	Jazzercise	\$277
	Paint and Sip	\$105
	Swim Team Reimbursement	\$9,514
	Time to Thrive	\$580
Financial	Credit from Account	-\$120
	Credit to Account	\$190
	Recreation Total 96964600	\$55,344
97979000	Miscellaneous Revenue	
	Cancellation Fee	\$55
	Event Security	\$180
	Misc. Total 97979000	\$235
	TOTAL REVENUE	\$59,538

Financial Data September 10, 2025 through October 14, 2025

ARDEN PARK RECREATION & PARK DISTRICT
BOARD MEETING OF **October 21, 2025**

SALARIES AND WAGES

FISCAL YEAR 2025-2026

SUMMARY

REGULAR EMPLOYEES

1)	Burr, Willie	Park Maintenance Supervisor	\$6,371
2)	Dominguez, Angelo	Maintenance Worker I	\$3,644
3)	Maesomy, Darcie	Recreation Supervisor	\$6,396
4)	Massey, Darwin	Maintenance Worker I	\$3,644
5)	Miller, Colin	General Manager	\$9,900
6)	Phillips, Cathy	Operations Supervisor	\$6,396
Sub-total Regular Employees			\$36,351
* FICA			\$2,411
Deferred comp (employer contribution)			\$2,250
Nov Kaiser(4518), Nov Co-Power(145)			\$4,663
Sub-total Benefits			\$6,913
Regular Employees & Benefits Total			\$45,675

PART-TIME / SEASONAL EMPLOYEES

1)	Aquatics		\$138
2)	Preschool		\$4,921
3)	Recreation Coordinator		\$1,806
4)	Recreation Leader		\$6,725
5)	Scorekeeper		\$165
6)	Special Event		\$551
Sub-total Part-time / Seasonal Employees			\$14,306
* FICA			\$890
Part-time / Seasonal Employees Total			\$15,196

State of California EDD - Unemployment	
CAPRI - Workers Comp.	
* Employer contributions SUI(133) & Medicare (772)	\$905

* Figures taken from Payroll Reports & Compass

\$905

GRAND TOTAL \$61,776

CHAIRPERSON

DIRECTOR

DIRECTOR

DATE

Totals from PP202518 & PP202519

ARDEN PARK RECREATION AND PARK DISTRICT

BOARD MEETING OF **October 21, 2025**

CLAIMS / BILLS APPROVED BY BOARD OF DIRECTORS

Fiscal Year 2025-2026

	<u>SUMMARY</u>	<u>ACCT</u>	<u>ITEM</u>	
1	Brooke Swan	20203900	mileage	\$12.60
2	Cathy Phillips	20203900	mileage	\$28.84
3	USB-Sac Co Parking	20203900	parking	\$5.25
4	USB-Best Buy,OfcMax,OfcDpt	20207600	office supplies	\$238.93
5	USB-Pape,Plumbing Doctor	20215100	mech sys maint	\$5,618.19
6	Keller Supply	20215100	mech sys maint	\$962.47
7	Keller Supply	20215100	mech sys maint	\$958.85
8	Pape Machinery	20215100	mower repair	\$3,797.13
9	SMUD	20219100	street lights Sept	\$77.78
10	SMUD	20219100	6768691 Oct	\$2,772.94
11	SMUD	20219100	6768694 Oct	\$114.68
12	SMUD	20219100	6768695 Oct	\$63.46
13	PG&E	20219200	community center Oct	\$8.66
14	PG&E	20219200	pool heater Oct	\$54.94
15	Waste Management	20219300	Arden Park garbage Oct	\$303.56
16	Waste Management	20219300	Cresta Park garbage Oct	\$208.78
17	Sacramento County Utilities	20219500	Cresta Park sewer	\$138.70
18	Sacramento County Utilities	20219500	Arden Park sewer	\$351.19
19	Comcast	20219700	internet service	\$367.73
20	USB-Intermedia	20219700	phone service	\$201.92
21	Sacramento County Utilities	20219800	Arden Park water	\$4,562.97
22	USB-Amazon,Harbor Freight	20222600	expendable tools	\$277.89
23	Emigh Hardware	20222600	expendable tools	\$171.41
24	Arden Village Service	20223600	Jul/Aug/Sep gas	\$1,266.29
25	California Security Agency	20259100	Sept patrol, guards	\$4,852.00
26	California Security Agency	20259100	July patrol	\$2,395.00
27	Caltronics	20259100	copier - Sept	\$94.45
28	Clark Pest Control	20259100	pest control - Sept	\$118.00
29	Clark Pest Control	20259100	pest control - Oct	\$118.00
30	USB - ADT,Crashplan,Plaud,Streamline,Amzn	20259100	professional services	\$1,622.20
31	Alison Lloyd	20259100	ballet/gymnastics/Tiny Tots - Sept	\$1,411.20
32	Dulcene Kessing	20259100	tennis -Sept	\$88.00
33	Performance-ology	20259100	senior mobility -Sept	\$465.50
34	Thaddeus White	20259100	tennis - Sept	\$1,307.00
35	Tina Goins	20259100	line dancing - Sept	\$408.10
36	Brooke Swan	20285200	pumpkin patch field trip	\$86.00
37	Chris Morris	20285200	Fall Festival band	\$1,000.00
38	GSA	20285200	umpires - Sept	\$454.72
39	USB-Cco,Amzn,LOC's,S&F,B5,Uline,HG	20285200	after school	\$469.73
40	USB-Amazon,Costco	20285200	Explorers camp	\$138.48
41	USB-Swank	20285200	movie in park	\$610.00
42	USB-Amazon,Adobe,School Specialty	20285200	preschool	\$1,172.71
43	USB-Costco	20285200	rec supplies	\$50.00
44	USB-D3 Athletics,Costco,Smart&Final	20285200	Tents in Town	\$3,371.45

TOTAL \$ 42,797.70

CHAIRPERSON

DIRECTOR

DIRECTOR

DATE

Financial Data September 10, 2025 through October 14, 2025

ARDEN PARK RECREATION & PARK DISTRICT
 BOARD OF DIRECTORS MEETING OF **October 21, 2025**
 BILLS APPROVED BY BOARD OF DIRECTORS
BENEFIT ASSESSMENT DISTRICT
INDEX 9399397000

FISCAL YEAR 2024-2025

	<u>SUMMARY</u>	<u>ACCT</u>	<u>ITEM</u>	<u>AMOUNT</u>
1	Emigh Hardware	20210400	ag/hort supplies	\$20.98
2	Normac	20210400	ag/hort supplies	\$311.83
3	Normac	20210400	ag/hort supplies	\$125.86
4	USB - Grainger, Uline	20211200	bldg maint supplies	\$727.65
5	Emigh Hardware	20211200	bldg maint supplies	\$70.09
6	Keller Supply	20212200	chemical supplies	\$1,852.11
7	USB - Bud's Tree Service	20214200	tree branch removal	\$500.00
8	Jet Mulch	20214200	wood chips - Cresta Park	\$9,101.10
9	Normac	20214200	land imp maint	\$82.29
10	USB - Costco, Sam's Club	20232200	custodial supplies	\$814.51

TOTAL \$13,606.42

 USB = U.S. Bank CalCard

 CHAIRPERSON

 DIRECTOR

 DIRECTOR

 DATE

Financial data September 10, 2025 through October 14, 2025

ARDEN PARK RECREATION & PARK DISTRICT
MEETING OF **October 21, 2025**
BILLS APPROVED BY BOARD OF DIRECTORS

FIXED ASSETS

FISCAL YEAR 2025-2026

COST CENTER 9339334000 & 9399397000

<u>SUMMARY</u>	<u>ACCT</u>	<u>ITEM</u>	<u>AMOUNT</u>
No expenses for this Board Report			
TOTAL			\$0.00

CHAIRPERSON

DIRECTOR

DIRECTOR

DATE

FINANCIAL DATA September 10, 2025 THROUGH October 14, 2025

COMPASS REPORTS FISCAL YEAR 2025/2026
GENERAL FUND Cash in Treasury

Report Period	Beginning Balance	Period Income	Period Expenses	Ending Balance
31-Jul-25	\$1,415,348	\$35,333	-\$205,486	\$1,245,195
31-Aug-25	\$1,245,195	\$36,960	-\$145,966	\$1,136,189
30-Sep-25	\$1,136,189	\$68,972	-\$106,001	\$1,099,160
31-Oct-25				
30-Nov-25				
31-Dec-25				
31-Jan-26				
28-Feb-26				
31-Mar-26				
30-Apr-26				
31-May-26				
30-Jun-26				

COMPASS REPORTS FISCAL YEAR 2025/ 2026
BENEFIT ASSESSMENT DISTRICT **Cash in Treasury**

Report Period	Beginning Balance	Period Income	Period Expenses	Ending Balance
31-Jul-25	\$101,231		-\$456	\$100,775
31-Aug-25	\$100,775		-\$3,037	\$97,738
30-Sep-25	\$97,738	\$1,810	-\$8,205	\$91,343
31-Oct-25				
30-Nov-25				
31-Dec-25				
31-Jan-26				
28-Feb-26				
31-Mar-26				
30-Apr-26				
31-May-26				
30-Jun-26				

Arden Park Recreation and Park District Agenda Statement

Meeting Date: October 21, 2025

Item No. IV.A

Item Title

Consideration and possible action to approve a modification to the General Manager's employment contract

Item Summary

The General Manager's contract that was approved by the Board in July had an error related to the number of vacation days that are provided. This item corrects that to reflect the correct number of days.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this 21st day of October, 2025, by and between the Arden Park Recreation and Park District (“Employer”) and Colin Miller (“Employee”) (collectively, “Parties”).

SECTION 1: DUTIES.

A. Employer hereby employs Employee as a regular full-time employee in the position of General Manager to perform the functions and duties specified in Employer’s written job description for the position, which is attached to this Agreement as Exhibit A, and incorporated by reference.

B. Employee shall perform his duties to the best of his ability in accordance with the highest professional ethical standards of the profession and shall comply with all general rules, policies and procedures established by Employer.

C. Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

SECTION 2: TERM OF AGREEMENT.

A. The initial term of this Agreement shall be for 18 months from the date of its execution. Within ninety (90) days of the expiration date of this Agreement, the Parties may, at their mutual written consent, extend the term of this Agreement for a time period to be negotiated by the Parties.

B. Thereafter, the Parties may continue to agree to extend this Agreement for a time period to be negotiated by the Parties by mutually consenting in writing to do so within the ninety (90) day period preceding the Agreement’s expiration date. This provision shall be subject to Sections 9 and 10 regarding termination of the Agreement.

SECTION 3: AT-WILL EMPLOYMENT.

A. Subject to the requirements of Subsections 3.B and 3.C below, Employee understands and agrees that his employment with Employer is “at will,” meaning both Employee and Employer are free to terminate the employment relationship at any time, without notice, and with or without cause.

B. Notwithstanding Subsection 3.A above, Employee agrees that should he choose to voluntarily resign his employment with Employer, he will provide no less than fourteen (14) days’ notice of that resignation prior to leaving his position as General Manager.

C. Notwithstanding Subsection 3.A above, if Employer chooses to terminate Employee’s employment without cause, Employee shall be entitled to three (3) months’ severance payment at his then current salary, or the monthly base salary of Employee at the time

of termination multiplied by the number of months left on the unexpired term of this Agreement, whichever is less. Employee acknowledges and agrees that payment of severance pay is contingent on execution of a severance agreement by Employee satisfactory in form and substance to the APRPD's board, including but not limited to a general waiver of claims. For purposes of this Subsection 3.C, "cause" shall be defined as (1) gross negligence of Employee's duties as General Manager; (2) conviction of a felony or conviction of a misdemeanor involving moral turpitude; (3) any outside activity that creates a conflict of interest with Employee's duties as General Manager; (4) death;. Employee shall not be entitled to any severance payment in the event his employment is terminated for cause.

SECTION 4: SALARY.

A. Employer agrees to pay Employee an initial annual starting salary for services rendered in the amount of \$113,513.00, payable in installments at the same time as other employees of the Employer are paid.

B. Employee is eligible to receive annual compensation adjustments at the sole discretion of Employer's Board of Directors.

SECTION 5: BENEFITS.

Employee shall be entitled to receive all employment benefits provided to other senior management employees employed by the Employer as described in the Employer's Employee Handbook.

SECTION 6: LEAVE.

A. Employee shall be entitled to 13 paid holiday days per year.

B. Employee shall be entitled to 21 days of paid vacation days per year plus an additional 10 days per year of paid executive compensation. Employee's accrual of vacation days and the cap on that accrual shall be the same as for other employees as specified in Employer's Employee Handbook.

C. Employee's accrual of sick leave days and the cap on that accrual shall be the same as for other employees as specified in Employer's Employee Handbook.

SECTION 7. CAR ALLOWANCE.

Employee shall receive \$400 per month for a car allowance. This car allowance will be paid to Employee through the payroll system and will be reported as income on the year-end W-2 form. A request for any tax deduction related to business use of Employee's vehicle will be the sole responsibility of Employee. Employee shall be responsible for the maintenance and operation of the vehicle and the costs associated with the same, including, without limitation, insurance.

SECTION 8. PERFORMANCE EVALUATION.

Employer’s Board of Directors shall meet and establish performance standards for the position of General Manager to be used in the review and evaluation of the performance of Employee. The Employer may, in its sole discretion, use any professional assistance in establishing standards, including but not limited to an agreed-upon facilitator. Employee shall be evaluated at least annually or more frequently at the discretion of the Employer. Pay increases shall be in accordance with the Employer’s salary policy.

SECTION 9: REIMBURSEMENT FOR EXPENSES.

Employee shall be entitled to reimbursement of reasonable business-related expenses.

SECTION 10: NOTICES.

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

Arden Park Recreation and Park District
Board Chair
1000 La Sierra Drive
Sacramento, CA 95864

EMPLOYEE

Colin Miller

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 11: GENERAL PROVISIONS.

A. This Agreement constitutes the entire agreement between the parties, and supersedes any and all other writings, documents, correspondence, agreements or understandings, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Any modification of this Agreement will be effective only if it is in writing and signed by both Employee and Employer.

E. This Agreement shall be governed by the laws of the State of California. The venue for any and all litigation arising from this Agreement shall be in the Sacramento County Superior Court.

F. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. Employee and Employer agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel, and that both parties agree that they either have had the provisions of this Agreement reviewed by legal counsel or have voluntarily chosen not to do so. The parties agree any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

IT IS SO AGREED:

Colin Miller

APRPD Board Chair

APRPD Director

APRPD Director

Arden Park Recreation and Park District Agenda Statement

Meeting Date: October 21, 2025

Item No. V.A

Item Title

Discussion and possible action to establish an ad hoc committee to examine District rental and security procedures

Item Summary

The proposed committee would serve in an advisory capacity to the board's Facilities Committee. The proposed mission statement for the ad hoc committee is:

- Evaluate current District procedures and policy as they relate to the rental of District facilities.
- Examine the District's Park Use Ordinance.
- Assess the District's security procedures

The ad hoc committee will provide recommendations to the Facilities subcommittee who would then pass on a recommendation the full Board of Directors.

There are currently four members of the public who have contacted staff to volunteer for this committee.

Arden Park Recreation and Park District Agenda Statement

Meeting Date: October 21, 2025

Item No. V.B

Item Title

Discussion and possible action to approve an updated Personnel Policy Manual

Item Summary

One of the services that is part of our membership in CAPRI is complimentary personnel legal advice through Public Risk, Innovation, Solution and Management (PRISM). This includes review and revision of personnel policies. Staff have been working with PRISM over the last few months to have them review our personnel manual.

The HR subcommittee has been active in this process with extensive review and approval of the draft presented with this item.

Attachment

Draft policy



Arden Park
Recreation and Park District
Personnel Policy Manual

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483-6069 • Fax (916) 483-6060
<http://www.aprpd.org/>

DRAFT

ARDEN PARK RECREATION AND PARK DISTRICT
PERSONNEL POLICY MANUAL

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ARDEN PARK RECREATION AND PARK DISTRICT PERSONNEL POLICIES

INTRODUCTION

These personnel policies are issued by the Arden Park Recreation and Park District, hereby further referred to as "the District", as its guidelines concerning your employment with the District. These policies are established to ensure that the purpose for which the District was established is met while providing equitable and consistent guidelines for employee responsibilities and development.

Nothing in these personnel policies is intended to create a contract of employment with the District, or to create an expectation of continued employment for any specified term. Employment with the District is at the mutual consent of the District and its employees. Accordingly, either the District or its employees may terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every question an employee might have. In addition, future circumstances will undoubtedly require that policies, practices, and benefits change. Accordingly, the District's Board of Directors reserves the right to modify, amend, supplement, or rescind any provisions contained in these personnel policies as necessary or appropriate without prior notice. Employees will, of course, be advised of any changes.

If you have any questions concerning any employment-related matters, please discuss the situation with your supervisor.

Each employee will be given a copy of the Personnel Policies and is responsible for knowing its contents. At the time of employment, every employee will be required to complete the required federal withholding tax certificate (Form W-4) and other documents required by law, plus those necessary to process the new employee into the organization.

I. GENERAL EMPLOYMENT INFORMATION

- A. **At-Will Employment.** Employment with the District is at the mutual consent of the District and its employees. Accordingly, either the employee or the District may terminate the employment relationship at will, at any time, and with or without cause or advance notice.
- B. **Not a Civil Service Employer.** The District is not a civil service employer and does not in any way operate under the civil service system.
- C. **Policy Against Harassment, Discrimination, and Retaliation.** It is the policy of the District to treat all individuals with respect and dignity. Each person has the right to work in a professional environment which promotes equal opportunity and is free from discriminatory practices and harassment. The District will not tolerate any form of harassment or other prohibited discrimination based on race, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), ethnicity, religion, religious creed (including religious dress and grooming practices), ancestry, national origin, citizenship, age (40 and over), physical or mental disability, medical condition (including cancer and genetic conditions), genetic information, sexual orientation, gender, gender identity, gender expression, reproductive health decision making, marital status, domestic violence victim status, political affiliation, military or veteran status, or any other characteristic protected by local, state or federal law. Discrimination or harassment violates this policy regardless of whether the applicant or employee actually has the protected characteristic or is merely perceived to have it. Such conduct also violates this policy when it's based on a combination of two or more protected characteristics or the protected characteristic of someone with whom the applicant or employee is associated, such as a family member or friend. Any person who engages in harassment, prohibited discrimination or any related inappropriate conduct may be subject to discipline, including but not limited to termination of employment.
1. **Individuals Covered Under this Policy.** This policy covers employees, volunteers, Board members, independent contractors, and vendors. The District requires reporting of all incidents of harassment, discrimination, or retaliation, regardless of the alleged offender's identity.
 2. **Definitions.** Below are definitions of sexual and other forms of harassment and/or discrimination, as well as examples of conduct that may constitute harassment and/or discrimination. These lists are

examples only; they are not all-inclusive.

a. **Sexual Harassment.** As used in this policy, “sexual harassment” means harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, or sexual orientation. It includes all of the actions described below as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexual harassment does not have to be of a sexual nature and sexual harassment does not need to be motivated by sexual desire. In addition, sexual harassment may include situations that began as a consensual dating or sexual relationship, but that later became a relationship that was not welcomed by one of the people involved. Sexual harassment is generally categorized into two types:

1. **Quid Pro Quo Sexual Harassment (“this for that”)** includes but is not limited to:

- Submitting to sexual harassment in order to keep one’s job, get a new job, or receive an employment benefit or opportunity;
- Making decisions about an employee based on their acceptance or rejection of sexual harassment.

2. **Hostile Work Environment Sexual Harassment** includes unwelcome conduct on the basis of sex, gender, gender identity, gender expression, or sexual orientation by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. When the conduct is not welcome, severe or pervasive, and based on sex, gender, gender identity, gender expression, or sexual orientation, examples of sexual harassment creating a hostile work environment include, but are not limited to:

- Sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts;
- Comments, slurs, jokes, remarks, or epithets;
- Leering, obscene, or vulgar gestures;
- Displaying or distributing sexually suggestive or derogatory objects, pictures, graphics, cartoons, videos, images, or

posters;

- Impeding or blocking movement, touching, or assaulting others;
- Reprisals or threats after a negative response to sexual advances;
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

b. **Other Forms of Harassment.** As used in this policy, “harassment” means disrespectful or unprofessional conduct that is not welcomed by the person being harassed and is based solely or in part on any protected characteristic listed above in this policy. Harassment can be:

- Verbal (such as slurs, jokes, insults, epithets, gestures, or teasing);
- Visual (such as posting or distributing offensive posters, symbols, cartoons, drawings, computer displays, or emails, staring, or leering);
- Physical (such as physically threatening another person, blocking someone’s way, or making physical contact in an unwelcome manner).

c. **Discrimination.** As used in this policy, “discrimination” means the unequal treatment of an employee or applicant in any aspect of employment and based solely or in part on any protected characteristic listed above in this policy. Examples of discrimination include, but are not limited to:

- Allowing the applicant’s or employee’s protected characteristic to be a factor in hiring, promotion, compensation, or other employment related decisions (unless otherwise permitted by applicable law);
- Withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

d. **Retaliation.** As used in this policy, “retaliation” means any adverse employment action taken against an applicant or employee because that person participated in activity protected under this policy or reasonably thought to be protected under this policy. Examples of protected activities include, but are not limited to:

- Reporting or assisting someone in reporting suspected violations of this policy;

- Cooperating in investigations or proceedings arising out of a violation of this policy;
- Filing a complaint with the California Civil Rights Department or the U.S. Equal Employment Opportunity Commission.

“Adverse employment action” is conduct or an action that materially affects the terms and conditions of the applicant’s or employee’s employment status or is reasonably likely to discourage the person from engaging in a protected activity. Even actions that do not result in a direct loss of compensation or in termination may be regarded as an adverse employment action when considered in the totality of the circumstances. When done because an applicant or employee reported a violation of this policy, filed a complaint, or otherwise participated in any activity protected (or reasonably thought to be protected) under this policy, examples of retaliation under this policy include, but are not limited to:

- Demotion, not promoting, or not considering for promotion;
- Suspension, reduction in pay or hours, or changing work assignments;
- Denial of a merit salary increase;
- Failure to hire or consider for hire;
- Harassment;
- Denying employment opportunities or not talking to an employee when otherwise required by job duties;
- Denying a reasonable accommodation.

3. **Reporting Harassment, Discrimination, or Retaliation.** Anyone who believes they have been subjected to harassing, discriminatory, inappropriate or retaliatory conduct, or who observes harassment, discrimination, or retaliation of another, should promptly report the facts of the incident or incidents and the names of the individuals involved to their supervisor, the General Manager, or any other supervisor or manager with whom they feel comfortable. Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the General Manager. If the complaint involves the General Manager, it may be made to the Chair of the Board of Directors.

Complaints of harassment, discrimination, or retaliation may be submitted verbally or in writing to the General Manager. The complaint should provide as much detail about the alleged behavior or conduct as

possible. The complaint will be kept as confidential to the extent possible, but will need to be disclosed to some individuals, including the accused, in order to properly investigate.

The District will promptly investigate the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a written or verbal complaint, the District may initiate an investigation if it has reason to believe that conduct may have violated this policy. Moreover, even where a complainant conveys a request to withdraw their initial complaint, the District may continue the investigation to ensure the workplace is free from discrimination, harassment, and retaliation. The District will also investigate anonymous complaints. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy, applicable law, and any court order. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated, the District will take appropriate corrective and preventive action in order to stop the conduct – up to and including termination where warranted – prevent its recurrence and remedy its effects.

An employee may also direct their complaints to the California Civil Rights Department (CRD) or federal Equal Employment Opportunity Commission (EEOC). Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

- D. Reasonable Accommodation Policy.** The District is committed to complying with all laws that protect qualified individuals with disabilities.

When requested, the District will provide a reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation does not create an undue hardship for the District or pose a direct threat to the health or safety of others in the workplace or to the requesting employee. The District is also committed to providing a work environment that is respectful of the religious beliefs of its employees, including providing reasonable accommodation in the absence of undue hardship.

1. **Eligibility.** This policy applies to all applicants and employees and extends to all aspects of the District's employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.
2. **Procedures**
 - a. To request an accommodation to perform the essential functions of an employee's job, the employee must notify the General Manager or submit a written request to the General Manager. An employee requesting an accommodation should include in the request their suggestion for an accommodation.
 - b. Reasonable accommodations may include modification of a work station, change in job duties or schedule, reassignment to another position, or time off (with or without pay), provided that such exceptions do not pose a direct threat to the health or safety of others in the workplace or to the requesting employee.
 - c. Once the District is aware of the need for an accommodation, it will engage with the employee in an interactive process to identify possible accommodations.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe that they have been treated in a manner not in accordance with this policy should notify the General Manager.

- E. **Reasonable Accommodation for Pregnant Workers' Policy.** The District will provide reasonable accommodation to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the District's operations.

1. An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to the General Manager. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.
2. Upon receipt of a request for accommodation, the General Manager will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.
3. While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:
 - Sit while working.
 - Drink water during the workday.
 - Receive closer-in parking.
 - Have flexible hours.
 - Receive appropriately sized uniforms and safety apparel.
 - Receive additional break time to use the bathroom, eat and rest.
 - Take time off to recover from childbirth.
 - Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.
4. An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the District will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

5. The District prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.
- F. **Violence in the Workplace.** The District recognizes that workplace violence is a growing concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, officers, consultants, contractors, vendors, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence prior to any violent behavior occurring. The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence. The District's full Workplace Violence Prevention Policy can be found at Appendix B.
- G. **Alcohol and Drug Free Workplace Policy.** The District is concerned about improving the safety of its operation and providing all its employees a safe working environment. Therefore, the District will not tolerate the work-related effects of drug and alcohol use which render an employee unable to perform their duties satisfactorily, or in a manner which endangers their health, or the health or safety of others. Likewise, the District will not tolerate the unlawful possession of drugs and alcohol by employees while on duty or on District premises. The District will not permit any employee to work while impaired because of the use of drugs or alcohol. Consistent with California law, the District does not prohibit off-duty cannabis use while away from the workplace. The District's full policy is set forth in Appendix A.
- H. **Employment of Board Members and Their Family Members.** Current Board members' immediate family shall not be employed by the District in a full-time and/or part-time position. This policy does not apply to program volunteers or to employees who are employed prior to the time such employee's family member becomes a member of the Board.

Board members are not eligible for employment with the District until one year after the expiration of their term of office.

I. **Work week, Hours of Work, and Compensatory Time Off.**

1. Work Week

The District operates on a Monday through Friday workweek between the hours of 8:30 a.m. and 5:00 p.m., unless otherwise established for certain positions whose work week and hours differ due to operational demands. The District's workweek for purposes of computing overtime begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 a.m., and the District's workday begins at 12:00 a.m. and ends at 11:59 p.m.

2. Hours of Work

The hours of work, including authorized absences with pay, of all full-time nonexempt employees shall normally be eight (8) hours per day for a total of forty (40) hours per week. The lunch period is normally one hour in duration and is not compensated. Lunch should be taken between the hours of 11:00 a.m. and 2:00 p.m. Dependent upon work conditions, the supervisor may opt to allow a 30-minute lunch period, in lieu of a 60-minute lunch period.

3. Overtime

Employees shall be paid for their hours worked in accordance with the Fair Labor Standards Act (FLSA) requirements. Employees who qualify as exempt from overtime pay are not subject to this policy.

Overtime should be kept to a minimum. All overtime necessitates prior authorization by the supervisor. Employees subject to this policy or authorized to work overtime shall receive overtime pay or compensatory time as provided by law.

Authorized overtime is compensated at one and one-half (1½) times an employee's regular rate of pay for all hours worked over forty (40) hours in any single work week.

Overtime shall be recorded on an employee's timesheet and must be approved by the employee's supervisor in writing prior to working the overtime.

Sick time, holiday, and vacation hours paid but not worked are not included in calculating overtime. Overtime is based on actual hours worked as required by law.

4. Compensatory Time Off in Lieu of Overtime Pay

Nonexempt employees may request, in writing, that they be given compensatory time off (CTO) in lieu of overtime pay for authorized work in excess of forty (40) hours per week to be computed at one and one-half (1 ½) times the excess hours worked. The District shall keep an accurate record of CTO earned and CTO for all such employees. CTO must be used by the end of the fiscal year during which it is accrued unless an extension is granted by the General Manager. An employee may not accrue more than two hundred forty (240) hours of compensatory time off. After two hundred forty (240) hours have been accrued, any additional authorized overtime worked will be compensated with overtime pay at the rate of one and one half (1 ½) time the excess hours worked over forty (40) hours in one week. Request for taking compensatory time off should be submitted to the General Manager in writing as far in advance as feasible.

CTO time not used by the end of the fiscal year earned will be included in employee's paycheck for the next pay period, unless otherwise extended by the General Manager. The CTO is payment for compensation already earned and may not be forfeited. An employee may request that any CTO earned within the last two pay periods be included in the employee's paycheck for the next pay period.

- J. **Office Hours.** The District office shall remain open for the transaction of business between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
- K. **Employment Verification Requests.** The General Manager or a designated supervisor are the only positions authorized to release information about past or present employees. The District will only release information concerning a past or present employee upon receipt of a written authorization unless otherwise required to do so by law. Such information will be limited to the employee's title, dates of employment and salary, unless further information is required by law to be disclosed. The District will cooperate with any governmental agencies authorized by law to obtain

additional information on an employee.

- L. **Smoking is Prohibited in District Property or Vehicles.** The District prohibits smoking in all of its owned, leased, or operated buildings and parks to protect the health, safety and comfort of District employees and the public. Smoking is also prohibited in all District owned vehicles.
- M. **Mobile Device.** Employees are to conduct personal business on their own time. Personal telephone calls during business hours should be confined to those that are absolutely necessary and should be kept short. Employees must utilize their personal mobile devices for such purposes. District mobile devices should only be used in an emergency situation.

II. SELECTION OF EMPLOYEES

- A. **Employment Application.** Every applicant for a position with the District must complete an employment application and all such information is subject to verification. Falsification can be cause for disciplinary action, including but not limited to termination of employment, when discovered.
- B. **Immigration Law Compliance.** The District will fully comply with all federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that individuals provide satisfactory evidence of their identity and legal authority to work in the United States no later than three (3) business days after beginning work. Accordingly, all newly hired employees must go through this procedure.
- C. **Pre-Employment Physical and Drug Screening.** All applicants for employment shall be physically qualified to perform the essential functions of the position for which employment is being sought, with or without reasonable accommodation. For certain positions the District will require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such examination which shall include an examination by a medical doctor to determine the applicant's ability to perform the job-related physical activity requirements of the job prior to the commencement of employment duties by the applicant.

For certain positions the District will require a drug screening test after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such test. The drug test will be conducted pursuant to the Alcohol and Drug-Free Workplace Policy. (See Appendix A) Consistent with California law, drug testing panels that include cannabis, THC, or marijuana will test only for actual impairment at the time the test is administered and the specimen is collected. It will not test for the presence of non-psychoactive metabolites in blood, urine, or hair.

- D. **Pre-Employment Background Screening.** The District will require pre-employment background screening for all positions after an offer of employment has been made to a job applicant and prior to commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such background investigation. A pre-employment background check is a sound business practice that benefits everyone. It is not a reflection on a particular job applicant. Any applicant who refuses to sign a release form authorizing such screening will not be eligible for employment.

All new employees who provide instructional or recreational services for children or adults will be fingerprinted by live scan and processed through the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI) for criminal background screening as required by law.

All independent contractors shall provide certification to the District that any person providing instructional or recreational services for children or adults has been fingerprinted by live scan and processed through the DOJ and/or FBI for criminal background as required by law, prior to the provision of any such services.

Certain volunteer positions may also require live scan fingerprinting and processing through the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI) for criminal background screening. All fingerprinting record requests are conducted according to the regulations administered by the Department of Justice.

The District may also conduct pre-employment background screenings and reference checks on its own or through a third party. All screenings are conducted in strict conformity with the Federal Fair Credit Reporting Act,

the California Investigative Consumer Reporting Agencies Act, the California Consumer Credit Reporting Agencies Act, and state and federal anti-discrimination and privacy laws. Under the Fair Credit Reporting Act (FCRA), all background screenings are done only after a person has received a disclosure and has signed a release.

A job applicant has certain legal rights to discover and to dispute or explain any information prepared by the third-party background-screening agency. If the District intends to deny employment wholly or partly because of information obtained in a pre-employment check conducted by the District's consumer reporting agency, the applicant will first be provided with a copy of the background report, a statement of rights, the name, address and phone number of the consumer reporting agency to contact about the results of the check or to dispute its accuracy.

The District also reserves the right to conduct a background screening any time after employment to determine eligibility for promotion, reassignment or retention in the same manner as described above.

Background checks may include verification of information provided on the completed application for employment, the applicant's resume or on other forms used in the hiring process. Information to be verified includes, but is not limited to, social security number and previous addresses. The District may also conduct a reference check and verification of the applicant's education and employment background as stated on the employment application or other documents listed above.

The background check may also include a criminal record check. If a conviction is discovered, an individualized assessment will be made whether the conviction has a direct and adverse relationship with the specific duties of the job. A criminal conviction does not necessarily bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

All screening reports are kept strictly confidential and are only viewed by individuals in the District who have direct responsibility in the hiring process. All screening reports are kept and maintained separately from an employee's personnel file.

- E. **Hiring Authority.** The hiring of the General Manager is the responsibility of the Board of Directors. Selection of full-time salaried employees is the responsibility of the General Manager. The General Manager may delegate hiring of non-supervisory personnel to department heads. Department heads shall participate in the selection, discipline and/or discharge of non-supervisory personnel.
- F. **Salary Schedule.** All full-time employees are paid according to the salary schedule adopted by the Board of Directors. A new employee may start at a step higher than the first pay grade upon approval of the General Manager, up to and including step five or midpoint of the pay range. Any start point higher than midpoint requires Board approval.
- G. **Conflicts of Interest.** Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a relative, competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the General Manager for clarification.
1. **Personal Relationships.** To implement this objective, the District will attempt to avoid assignments that involve actual or potential conflicts of interest, as well as working relationships involving relatives or individuals with close personal relationships that may potentially lead to complaints of favoritism, lack of objectivity, employee morale or dissension problems that can result from such relationships. In accordance with this policy, relatives of employees, directors, and individuals with whom employees reside will not be eligible for employment with the District in any situation where potential problems

of supervision, safety, security or morale exists, or where personal relationships create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment. For purposes of this policy, relatives mean an employee's parent, child, spouse, brother, or sister or stepparent, stepchild, stepbrother or stepsister and any parent, child, brother or sister of an employee's spouse. As noted above, the policy is not limited to relatives and applies to other situations involving actual and potential conflicts of interest.

If two employees become subject to the restrictions of this policy after they are hired, the General Manager shall determine within three (3) months of receiving notice of such occurrence, whether or not potential problems noted above exist, or whether an accommodation can be made which may avoid the need for one of the two employees to be transferred, reassigned or terminated.

2. **Other Potential Conflicts.** While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:
 - a. Accepting personal gifts, entertainment or remuneration of any type from competitors, customers, contractors, vendors, suppliers, or potential suppliers. This policy shall not prevent an employee from attending a lunch paid for by a vendor or contractor after completion of a project in which such vendor and /or contractor has been involved, provided such attendance has been approved by the General Manager.
 - b. Using proprietary or confidential District information for personal gain or to the District's detriment;
 - c. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
 - d. Using District property or labor for personal use;
 - e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District; or

- f. Committing the District to give its financial or other support to any outside activity or organization without the approval of the Board of Directors.

III. TYPES OF EMPLOYMENT

- A. **At Will Employment.** Employment with the District is at will and may be terminated at any time, with or without cause. All employees are therefore at will employees, regardless of classification. Nothing in these policies is intended to alter this employment relationship.
- B. **Full-time.** A full-time employee has an established job classification, works a standard work week of forty (40) hours over a full twelve (12) month year, has successfully completed the initial introductory period and is entitled to employee benefits. Although full-time employees begin accruing vacation at the commencement of their employment, such employees are not entitled to use vacation until the satisfactory completion of six (6) months of employment.
- C. **Part-time.** Part-time employees are those employees that have an established job classification, work less than forty (40) hours per standard work week; and are scheduled to work on a regular basis even though the hours and days may differ on a weekly basis. A part-time employee gets paid on an hourly basis and receives partial employee benefits as defined in Section VI.
- D. **Temporary or Seasonal.** Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads, emergencies or other temporary needs of the District and are hired for a term of employment of one (1) year or less although they may work a standard work week of forty (40) hours per week during that period of time.

Seasonal employees are defined as those employees holding jobs limited to specific seasonal activities or projects. Seasonal employees may work up to forty (40) hours per week during that time, including but not limited to lifeguards and preschool teachers whose schedule adjusts around the school year.

Temporary or seasonal employees are paid hourly and are not entitled to employee benefits, except those required by law. The District may choose

to contract with a temporary personnel service to fill the need for temporary or seasonal employee.

- E. **Independent Contractor.** An independent contractor is a person with special skills or services that are provided to the District by means of a written contract signed by the contractor and the General Manager or a person as designated by the General Manager.

The contract shall fully describe the service to be provided, starting and ending date of service, method of payment (percentage, stipend, hourly, monthly or annually), termination or cancellation of services and whatever other information is applicable or required by legal counsel.

The contractor is not an employee of the District and is not entitled to employee benefits or payments. The contractor is responsible for reporting their income to the Internal Revenue Service and for paying any applicable taxes or fees. The contractor is also responsible for providing their own insurance if they employ any helpers or assistants in the course of performing their independent contractor duties.

- F. **Non-Exempt Employees:** Employees whose positions do not meet certain legal requirements necessary for exemption from applicable overtime laws are classified as "non-exempt."

- G. **Exempt Employees.** Exempt employees are exempt from overtime pay within the meaning of applicable wage and hour laws and are not eligible to receive payment of overtime compensation. Exempt employees are authorized, subject to approval of their supervisor, to take reasonable time off for personal use during normal working hours without loss of compensation. However, exempt employees are expected to work whatever time reasonably is required to perform the duties of their position.

The following positions are considered exempt:

- (a) General Manager
- (b) Park Maintenance Supervisor
- (c) Recreation Supervisor
- (d) Operations Supervisor

IV. **ADVANCEMENT**

- A. **Introductory Period.** New full-time and part-time employees will serve an introductory period not to exceed twelve (12) months. The employee will be reviewed, skills tested and overall performance evaluated during this period. Upon satisfactory completion of the introductory period, the employee may be eligible for a salary review. Advancement will be based upon not only satisfactory job performance, but will also include other factors such as potential for further training, education, knowledge of the job, physical and mental requirements. Successful completion of the introductory period in no way alters the at-will nature of the employment relationship.
- B. **Employee Performance Evaluations.** Performance evaluations provide an objective, consistent, and fair way to evaluate each of the employees on the job effectiveness. The evaluation process informs employees of their standing with the District and communicates expected standards of performance within their respective job descriptions. Evaluations are also used to discuss standards in areas where improvement is needed. The General Manager or designated supervisor, upon an employee's completion of the introductory period will conduct performance evaluations and annually thereafter. Employees may comment orally or in writing regarding the evaluation, and the General Manager or designated supervisor, shall attach any written comments by the employee to the evaluation or provide space on the evaluation form for such comments. Evaluations may also be conducted at any other times at the discretion of the General Manager. Evaluations will be reviewed in a private meeting between the employee, the General Manager, and/or the employee's supervisor. Employees will be allowed to see the evaluations, sign the forms, and receive a copy. A copy of the form will also be included in the employee's personnel file.

The evaluation of the General Manager shall be made by the Chair of the Board of Directors, or by the Personnel Committee of the Board, at the discretion of the Board. The first evaluation shall be completed by the end of the first six (6) months of employment, with a report to the Board of Directors at the next Board meeting. Evaluations thereafter shall be made on an annual basis. The evaluation shall be made in writing and shall be discussed with the General Manager by the Chair of the Board of Directors. No action by the Board shall be necessary unless the Board wishes to instruct the Chair of the Personnel Committee, as the case may be, to revise the evaluation or to make further evaluation of the General Manager.

V. EMPLOYEE COMPENSATION

- A. **Full-time.** All employees shall begin employment at the first step of the salary range for the position which they are hired. Increases to steps two and three can be discussed with the General Manager to verify funding and approval prior to offering the employee the position. An employee's annual step increase is based on the employee's satisfactory performance evaluation, and is to be given on the anniversary date of completion of the introductory period. In the event of an unsatisfactory performance evaluation, no step increase will be given. Once the top of the salary schedule is reached, the employee will be eligible for only cost of living and/or merit increases at the recommendation of the General Manager and subject to the approval of the Board of Directors.

The General Manager may choose to reclassify the employee and/or place the employee on a new salary schedule with the Board of Directors approval or if approved as part of the annual budget. Cost of living increases are not automatic and are subject to the approval of the Board. Merit increases other than annual step increases are not automatic and are subject to the approval of the General Manager. Paydays are semi-monthly on the fifteenth and the last working day of each month.

- B. **Temporary or Seasonal and Part-time.** Temporary or seasonal and part-time employees will be paid at an hourly rate to be determined by the appropriate division head and approved by the General Manager. Temporary or seasonal and part-time employees will receive paychecks on the fifteenth and last working day of each month. Temporary or seasonal and part-time employees are paid two weeks in arrears. If the temporary employee is provided by a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.
- C. **Temporary Promotions.** A full-time employee may be required to temporarily replace their supervisor when the latter is on sick or vacation/annual leave. This replacement shall not exceed four (4) consecutive calendar weeks for which the replacement employee shall not receive any adjustment in salary. This relief replacement is intended to broaden the experience and test the capabilities of the employee. If an employee is required to replace their superior for more than four (4) consecutive calendar weeks due to operational necessity, they shall be eligible for a temporary increase in salary. This will be considered a temporary promotion. "Operational necessity" may include, for example, a vacancy due to long term illness, special or emergency leave, time needed

to refill a vacant position, covering of peak workload periods, critical job assignments and the like. Temporary promotions must be approved by the Board of Directors.

- D. **Travel Expense and Mileage Reimbursement.** An employee shall be reimbursed for mileage when utilizing their personal vehicle for travel on official business, including attendance at conferences, conventions, training institutes, seminars and professional society meetings. Reimbursement will not be made for mileage between an employee's home and the employee's worksite. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

The District mileage reimbursement rate shall be the same as the current, published IRS mileage rate. A signed travel claim must be submitted by the employee and approved by their supervisor prior to reimbursement.

Air and train travel, when required, must be approved by the General Manager. Hotel/motel lodging and meals when required on business required travel exceeding 24 hours must be approved by the General Manager. The District may advance a travel allowance as approved by the General Manager. The employee is encouraged to seek the most economical means of travel and lodging.

VI. **EMPLOYEE BENEFITS**

- A. **Eligibility for Benefits.** Full-time employees of the District are eligible for all benefits specified in these policies. Part-time employees are eligible to receive prorated vacation and sick leave benefits as set forth herein, the holiday benefit, and travel reimbursement. Temporary and seasonal employees are eligible for paid sick leave and any other benefit required by law. The District retains the right to transition existing employees from full-time to part-time positions when the economic circumstances of the District so require, which may result in a reduction or termination of some benefits for certain employees. Any such change in classification from full-time employment to part-time employment must be approved by the General Manager. All employees affected by such change shall receive prior written notice of the change from full-time to part-time employment, the number of hours per week of employment required in the new part-time position, and the extent to which benefits have been reduced and/or

eliminated by such change in classification.

B. **Vacation.** Full-time and part-time employees begin to earn paid vacation time according to the schedules set forth below.

1. **Full-time Employees.** Vacation leave is accrued by regular full-time employees. Vacation shall accrue beginning with the employee's first day of employment. Employees shall not be eligible to take vacation until after six (6) months of employment with the District. If an employee is terminated or separates from the District at any point with a vacation leave balance, said employee is entitled to payment of all accrued but unused vacation at the employee's regular hourly rate at the time of termination.

An employee must work (or use earned time off, i.e. vacation, sick leave or CTO) a full month in order to accrue vacation for the month. If an employee is docked more than 16 hours, accrued vacation will be prorated. The following schedule indicates the number of vacation hours to be accrued following each month of employment. (The term "docked" refers to having pay reduced for being absent either with no time available or during introductory period, see Personnel Office for full explanation.)

- (a) Starting through three (3) years – 6.66 hours per month.
- (b) Four (4) through ten (10) years – 10 hours per month.
- (c) Ten (10) years or more – 8 additional hours per year for each additional year of service over ten years, not to exceed 30 days of vacation per year.

2. **Part-time Employees.** Regular part-time employees who have completed 1,500 hours of continuous service to the District and works more than twenty (20) hours per week will be entitled to a pro-rata share of the full-time vacation benefit based on the number of hours per week designated in the job description for the position, and as administered for full-time employees.

3. **Temporary or Seasonal Employees.** Employees in this classification are not eligible for vacation benefits.

4. **Ceiling on Vacation Benefits.** Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than two times more than their yearly accrual rate at any one time. For example, an employee with ten (10) years of service who may accrue fifteen (15) vacation days per year will cease to accrue vacation time once they have accrued thirty (30) days, or two hundred forty (240) hours of vacation time. If an employee later uses enough vacation pay to fall below the ceiling, the employee will start accruing vacation pay again from that date forward until the ceiling is reached again.

Once the maximum vacation hours are reached, the accrual will cease until the vacation balance falls below the allowed maximum. An employee may request that an exception be made to the ceiling on vacation benefits because of extraordinary circumstances. No such exception will be made without prior Board approval.

5. **Scheduling Vacation.** Vacation leave shall be arranged by the employee and their supervisor and shall be scheduled to cause the least inconvenience to the District operation. The vacation leave request shall be granted as long as the time period requested is consistent with the requirements of the job. Employees are to request vacation leave no less than seventy-two (72) hours in advance.

6. **Payment of Accrued Vacation Upon Separation of Employment.** As required by law, accrued vacation time that has not been used will be paid at an employee's regular rate of pay upon resignation or termination of employment.

C. **Sick Leave.**

1. **Full-time Employees.** Full-time employees of the District shall accrue sick leave at the rate of one (1) working day, or eight (8) hours per month of continuous full-time service beginning with the first month of employment, including during the introductory period. No employee shall be allowed to accrue more than sixty (60) days, or four hundred eighty (480) hours of sick leave. Once the maximum sick leave has been reached, the accrual will cease until the sick leave balance falls below the allowed maximum.
2. **Part-time Employees.** Part-time employees (including those in the

introductory period) shall accrue a pro-rata share of the full-time sick leave benefit described above based on the number of hours per week designated in the job description for the position. In no case will a part-time employee accrue less than five (5) days or forty (40) hours per year. A part-time employee shall not be allowed to accrue more than sixty (60) days of sick leave, which amount shall be determined based upon the number of hours per week designated in the job description for the benefit. Once the maximum sick leave has been reached, the accrual will cease until the sick leave balance falls below the allowed maximum.

3. **District's annual sick leave buy-back program.** If any full-time or part-time employee would have accumulated in excess of the sixty (60) day maximum sick leave accrual as of the last pay period in November of each year, they shall have the option to "cash in" fifty percent (50%) of sick leave hours that would have accrued in excess of the sixty (60) days maximum accrual. In no event shall an employee be able to "cash in" more than six (6) days or forty-eight (48) hours per year. To participate in this program, an eligible employee must make a written request to the human resources department no later than January 31 of each year. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable state regulations.
4. **Sick leave balances upon separation of employment.** A full-time or part-time employee hired on or after April 19, 2016 separating from employment shall not be cashed out for unused sick leave. Upon termination of employment, all accumulated sick leave is lost and shall not be compensated. A full-time or part-time employee hired prior to April 19, 2016 who has worked a minimum of fifteen (15) years of full-time employment with the District at the time of separation, and who separates employment with the District as a result of death, retirement, permanent disability or termination shall be compensated for one (1) hour for every three (3) hours of accrued sick leave at his/her regular rate of pay up to a maximum of one hundred sixty (160) hours.
5. **Temporary and Seasonal Employees.** Temporary and seasonal employees who work at least thirty (30) days in a twelve (12) month period, shall be granted five days or forty hours of sick leave annually.

There is no carry-over of unused sick leave accrued under this policy for temporary and seasonal employees. On July 1 of each fiscal year, all temporary and seasonal employees eligible under this policy shall have their available sick leave hours reset to the maximum accrual of forty (40) hours.

A temporary or seasonal employee may use accrued paid sick leave beginning on the ninetieth (90th) day of employment. If an employee separates from the District and is rehired within one year from the date of separation, previously granted and unused paid sick days shall be reinstated. After one year of separation of employment, unused sick leave is forfeited.

6. **Use of sick leave.** Sick leave may be taken for the following reasons:
- a. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - b. To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.
 - c. Any other purpose outlined in this handbook (e.g., bereavement leave, qualifying act of violence leave, reproductive loss leave), as required by law.

For purposes of this policy, a "family member" is a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stand in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was minor child), a spouse or registered domestic partner, a grandparent, grandchild, and sibling. It also includes a "designated person," which, for purposes of this policy, means a person identified by the employee at the time the employee requests paid sick leave. An employee can designate one person per 12-month period, measured from the time the employee first designates a person.

7. **Statement of Health Care Provider.** The District, through the General Manager, reserves the right to request a note from a health care provider whenever an employee misses work due to an illness, injury, or disability. The employee may be asked to provide a health care provider's statement that verifies the nature of the illness, injury or disability, its beginning and ending dates, and/or the employee's ability to return to work without endangering their own safety or the safety of others. The General Manager may request such a statement in all situations where it is deemed that such a statement is warranted.
8. **Procedure.** If the need for sick leave is planned (i.e., a pre-scheduled doctor's appointment), employees must notify their supervisor in advance. Employees who are unable to report to work due to personal or a family member's illness or injury should contact their supervisor, personnel, and/or the General Manager as soon as possible and, if feasible, no later than their normal starting time. If an employee becomes sick during the day, their supervisor, personnel, and/or the General Manager should be notified if feasible before the employee leaves work.
9. **Misrepresentation Regarding Use of Sick Leave.** Since paid sick leave is to protect the employee from loss of earnings and not to provide days off with pay for non-sick-leave purposes, misrepresentation as to the reason for absence from the District for the purpose of receiving paid sick leave should be considered as an act of dishonesty and is cause for personnel action up to and including dismissal.

- D. **Health Insurance.** All regular full-time employees are eligible to participate in the health and vision plan offered by Kaiser-Permanente Medical Group and dental insurance plan offered by Delta Dental. The District will pay for the cost of the health and dental plan for the full-time employee only. If the employee elects to add any dependents to said plans, the employee will be responsible for any and all excess costs for adding said dependents, which amount shall be deducted from their paycheck. Full-Time employees who waive the District provided health insurance to procure insurance coverage from another source will receive a \$200 per month waiver credit.

All part-time employees are also eligible to participate in the health and dental plan offered by the District on a pro-rate basis. The employee cost of health or dental insurance for part-time employees will be subsidized by the

District on a pro-rata basis of the full-time benefit based on the number of hours per week designated in the job description for the position. The part-time employee will be responsible for the full cost of adding any dependents to the health or dental plans. The remaining portion of the cost of health and dental insurance as well as the full cost of adding any dependents shall be the responsibility of the employee, which amount shall be deducted from their paycheck.

No health and/or dental coverage is afforded to temporary, seasonal or volunteer employees.

E. **Defined Contribution Retirement Plan.** All full-time employees are eligible to participate in the District's defined contribution plan. The District will make a 3% contribution of the employee's gross wages. In addition, the District will match any employee contribution up to five percent (5%) of the employee's gross wages.

F. **Holidays.** All full-time employees of the District shall be entitled to the following holidays with pay:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Abraham Lincoln's Birthday
- George Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day
- 2 Floating Holidays

Part-time employees will be entitled to a pro-rata share of the full-time holiday leave benefit based on the number of hours per week designated in the job description for the position.

Holidays falling on Saturday will be observed on the preceding Friday, except where that Friday was also an observed holiday. In the event that holidays fall on back-to-back days it will be left to the discretion of the

General Manager as to the actual days off. Holidays falling on a Sunday will be observed on the following Monday.

Full-time employees who are required to work on a holiday shall be paid, in addition to their holiday pay, for all hours worked at one and one-half times their regular rate of pay with the approval of the General Manager.

In order to be eligible for holiday pay, the employee must work the day before and the day after the holiday unless the employee is on an authorized leave. Holidays falling within employee's authorized leave period shall not be charged to their leave accrual.

- G. **Employee Discount.** All District employees are eligible to receive a 50% discount on recreation programs offered by the District.
- H. **Additional Benefits for Exempt Employees.** Additional benefits, such as executive leave and/or auto allowance may also be available to exempt employees on a case-by-case basis, subject to approval by the Board of Directors.

VII. LEAVES OF ABSENCE

- A. **Unpaid Leaves Unless Otherwise Provided.** Unless specifically provided in these policies or otherwise required by law, all leaves of absence are available only on an unpaid basis.
- B. **Maximum Period of Leave.** If special circumstances are required, the General Manager may grant an employee a leave of absence not to exceed a period of twelve (12) months, unless otherwise required by law. A leave of absence for the General Manager must be approved by the Board of Directors.
- C. **Leaves of Absence During Introductory Period.** If an employee is absent due to a leave of absence granted during the introductory period, their introductory period will be extended by the exact number of days that he or she is absent for such purpose.
- D. **Absent Without Leave.** An employee absent without leave, for more than three (3) working days will be deemed to have voluntarily resigned. The District shall make a reasonable effort to notify an employee by telephone

upon the first day they are absent without leave that a failure to return to work will result in their resignation; however an inability to contact said employee will not alter the consequences of the voluntary resignation for failure to return to work prior to the expiration of the three (3) day period.

- E. **Discretion of General Manager.** Notwithstanding any provisions of this policy, and subject to the provisions of applicable law, all leaves of absence are granted at the sole discretion of the General Manager, with the exception of leaves granted to the General Manager, which shall be granted at the sole discretion of the Board of Directors.
- F. **Change of Employment.** An employee will not be granted leave to engage in business or try out a new job.
- G. **Benefits During Unpaid Leave.** Employees on unpaid leaves of absences do not accrue vacation or sick leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of any benefit provided by the District, unless otherwise required by law. Unless otherwise required by law, an employee is responsible for the payment of their benefits while on an unpaid leave of absence. The employee must make arrangements to pay the cost of such coverage before the leave begins.

When an employee returns from an unpaid leave of absence, the eligibility and accrued dates for all benefits for which the employee is eligible will be adjusted to reflect the period of such leave. If a paid holiday falls during the period an employee is on unpaid leave of absence, the employee will not be eligible for holiday pay.

- H. **Returning from Leave of Absence.** When an employee is placed on an extended leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement following each leave of absence, unless otherwise required by law.

In the event that an employee's former position cannot be held open and is unavailable when the employee is ready to return in a timely manner from an approved leave, effort will be made to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next such position for

which the employee is qualified that becomes available. Employees who do not accept such a position offered by the District will be considered to have voluntarily resigned, effective the date such refusal is made.

- I. **Failure to Return after Leave.** If an employee accepts other employment or fails to return to work on the next regularly scheduled work day following the expiration of their leave, the employee will be deemed to have voluntarily terminated their employment.
- J. **Misrepresentation Regarding Leaves.** Misrepresenting reasons for applying for a leave of absence may result in disciplinary actions, including possible termination.

K. **Types of Leave.**

- 1. **California Family Rights Act (CFRA) Leave.** The (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 12-month period. The District uses a calendar year as its 12-month period.

a) To be eligible for CFRA leave, employees must:

- i. have worked at least twelve (12) months for the District; and
- ii. have worked at least 1,250 hours for the District over the twelve (12) months preceding the date the leave would commence.

All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

b) CFRA leave may be taken for any of 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.

- iii. To care for an immediate family member (employee's spouse, parent, parent-in-law, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, grandchild or designated person) with a serious health condition. For purposes of this policy, a "designated person" is any person related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests leave. The District limits an employee to one designated person per 12-month period for family care and medical leave
 - iv. Because of the employee's serious health condition that makes the employee unable to perform their job.
 - v. A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child (of any age) or parent in the United States armed forces.
- c) A "serious health condition" is 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 their 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." A serious health condition does not include pregnancy, which is covered by Pregnancy Disability Leave (PDL).

- d) Depending on the purpose of the leave request, employees may choose (or the District may require employees) to use accrued paid leave (such as sick leave, vacation, or floating holidays) concurrently with some or all of the CFRA leave.
- e) Employee paid-leave accruals (vacation, sick leave) will continue while paid leave is used during periods of CFRA absence and in accordance with those individual policies.
- f) Employee paid-leave accruals will not continue during unpaid periods of CFRA absence or when only disability payments are being received.
- g) 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, the 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) When seeking leave under this policy, employees must provide the following to the General Manager
 - i. 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 the District's normal call-in procedures, absent unusual circumstances.
 - ii. 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 the 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. Second or third medical opinions may also be required when allowed.

- iii. Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
 - iv. A return-to-work release before returning to work if the leave was due to the employee's serious health condition.
- i) To the extent required by law, the District will inform employees whether they are eligible for leave under CFRA. Should employees be eligible for CFRA leave, the District will provide them with a notice that specifies any additional information required, as well as their rights and responsibilities. The 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, the District will provide a reason for their ineligibility.
- j) 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.
- k) 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 the 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. Likewise, following the conclusion of the CFRA leave, the District's obligation to maintain the employee's group health plan

benefits ends (subject to any applicable COBRA rights).

2. **Pregnancy-Related Disability Leave.** Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months (17 1/3 weeks), in addition to any family care or medical leave to which the employee may be entitled under Family Care Leaves. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, the District will attempt to make accommodations for an employee for pregnancy, childbirth, or related medical conditions if requested. Please refer to the District's Reasonable Accommodation Policy for Pregnant Employees policy for further information.

- a) **Eligibility.** All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave under this policy.

- b) **Use of accrued paid leave.** Accrued paid sick leave must be used concurrently with leave taken under this policy. If an employee applies for and receives SDI benefits, the employee may choose to supplement those benefits with accrued paid sick leave. Paid sick leave and SDI benefits combined may not exceed 100% of regular pay.

Additionally, employees may choose to use accrued paid leave (such as vacation), concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the District's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice). If SDI benefits are being paid, accrued paid leave and SDI payments combined may not exceed 100% of pay.

- c) **Maintenance of health benefits.** If employees and their families participate in the District's group health plan, the District will maintain coverage during leave under this policy on the same terms as if employees had continued to work. If applicable, employees must make

arrangements to pay their shares of health plan premiums while on leave. In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for employees and their families. Use of leave under this policy 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.

d) **Procedures.** When seeking leave under this policy, an employee must provide the General Manager with the following:

- i. As soon as practicable and if possible, prior to commencing leave, a statement from their health care provider supporting the request for leave or reasonable accommodation. The statement should confirm that the requested leave is based on a pregnancy-related disability, and if the statement is provided in support of a leave request, the statement should include an anticipated start and end date. An employee must also supply periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
- ii. Upon return from leave, medical certification of fitness for duty before returning to work. The District will require this certification to address whether employees can perform the essential functions of their positions.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

e) **Employer responsibilities.** To the extent required by law, the District will inform employees whether they are eligible for leave under this policy. Should employees be eligible for leave, the District will provide eligible employees with a notice that specifies any additional

information required, as well as their rights and responsibilities.

- f) **Job restoration.** Upon returning from leave, employees will typically be restored to their original positions or to equivalent positions with equivalent pay, benefits, and other employment terms and conditions.
- g) **Failure to return after leave.** If an employee fails to return to work as scheduled after leave under this policy, or if an employee exceeds the leave entitlement, the employee will be subject to the 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 to them that applies to the continued absence.

- 3. **Bereavement Leave.** In the event of a death of a family member, all employees may take up to five days of bereavement leave. Employees may use any available leave credits, including vacation or sick leave, for such leave. Full-time employees who have completed their introductory period shall receive pay for up to three of those days. Otherwise, such leave is unpaid. Leave may be taken on an intermittent basis or consecutively, but all leave provided under this policy must be taken within three months of the family member's death.

For purposes of this policy, a "family member" is a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stand in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was minor child), a spouse or registered domestic partner, a grandparent, grandchild, and sibling.

Special arrangements for longer periods of unpaid leave may be approved by the General Manager for long distance travel or other unusual circumstances.

- 4. **Reproductive Loss Leave.** The District provides reproductive loss

leave to eligible employees. A reproductive loss event is any of the following:

- Miscarriage
- Stillbirth
- Failed adoption
- Failed surrogacy
- Unsuccessful assisted reproduction

a) To be eligible for reproductive loss leave, an employee must have worked for the District for at least 30 days prior to the start of the leave. An employee can take leave following their own reproductive loss event or that of another person – such as a spouse or domestic partner – if the employee would have been the parent of the child born or adopted. Employees are not required to submit documentation in support of their leave request.

b) An eligible employee may take up to five days' leave for each reproductive loss event. Reproductive loss leave does not need to be taken on consecutive days but must be completed within three months of the date of the event. This means employees can choose to take all five days at once or break up the days over a longer period, as long as their leave is completed within three months.

c) Reproductive loss leave is separate from, and in addition to, other types of leave to which employees are entitled (such as leave under the CFRA or PDL). If an eligible employee is taking leave under any other state or federal leave entitlement, prior to or immediately following the reproductive loss, then the employee shall complete their reproductive loss leave within three months after the end of their other leave.

d) If an employee experiences more than one reproductive loss event within a 12-month period, reproductive loss leave time is limited to a total of 20 days within a 12-month period.

e) Employees can use any available vacation time, sick days, or floating holidays to cover their reproductive loss leave. Otherwise, reproductive loss leave is unpaid.

f) The District will maintain the confidentiality of any employee requesting reproductive loss leave. The District will not retaliate against an individual for exercising any rights regarding reproductive loss leave.

5. **Jury and Witness Duty.** It is the District's policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty or is required by law to appear as a witness, the employee is required to notify the General Manager immediately. All full-time employees will be paid their regular wages while on jury or witness duty up to a maximum of ten (10) working days each calendar year. Any time spent in jury or witness duty thereafter will not be compensated by the District. Any fees received by the employee for such services shall be endorsed over to the account of the District.

6. **Military Leave.** The District will grant employees a military leave of absence to the extent required by applicable federal and state law. Employees must notify their immediate supervisor as soon as they know the required dates of service and furnish the supervisor with a copy of the official orders or instructions. Upon return from an excused military leave, the employee will be reinstated to their former position, or another position, to the extent required by applicable law. In order to be eligible for reinstatement, the employee must (1) report to the District or submit an application for employment within the period required by federal and state laws and (2) provide a certificate of satisfactory completion of service, as well as appropriate documentation to establish that the employee is eligible for reinstatement.

Any leave of absence granted shall be without pay, unless otherwise required by applicable law. An employee may request to substitute accrued vacation for any unpaid portion of the military leave. An employee whose service is completed in thirty or fewer days will continue receiving health benefits on the same terms as they received prior to commencing military leave. For service beyond thirty days, the employee has the ability to continue health benefits pursuant to applicable federal and state law. The employee must make arrangements to pay the cost of such coverage before the leave begins. Upon an employee's return to work, the District will count the time spent on active duty as time worked (1) for determining eligibility for FMLA or CFRA leave; and (2) for retirement plan eligibility, vesting and benefit accrual. Vacation and sick leave

benefits do not accrue during any unpaid period of military leave.

7. **Leave for Educational/Daycare Purposes.** Employees will be granted time off without pay for up to forty (40) hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation time for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

8. **Voting Time Off.** Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the freest time for voting and the least time off work.
9. **Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel.** Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters also are eligible for leave of up to fourteen (14) days per calendar year for fire or law enforcement training. Exempt employees who work any portion of a work week in which they also perform such emergency duties or training will receive their full salary for that work week. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

10. **Qualifying Act of Violence Leave.** Any employee who is a victim or whose family member is a victim of a qualifying act of violence, may take unpaid leave for up to 12 weeks for the following reasons:

- To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the family member of the victim.
- To seek, obtain, or assist a family member to seek or obtain medical attention for or to recover from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the employee may only take a leave of 10 days under this policy. If the employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, the employee may only take leave for five days.

For purposes of this policy, "family member" means a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. "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. Employees may only designate one person per 12-month period.

For purposes of this policy, "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct that includes any of the following:
 - In which an individual causes bodily injury or death to another individual;
 - In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
 - In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy. If reasonable advance notice is not feasible, the District may require

proof of the employee's participation in these activities. Employees may substitute any accrued vacation, sick, or other leave credits for the leave under this policy. Leave under this policy does not extend the time allowable under the California Family Rights Act leave policy above.

No employees will be subject to discrimination or retaliation because of their status as a victim or whose family member is a victim of a qualifying act of violence. Any employee who is a victim, or whose family member is a victim of a qualifying act of violence may request other workplace accommodations such as a transfer, schedule modification, implementation of safety measures, or referral to victim assistance. The District will engage in a good faith interactive process to determine reasonable accommodations, considering any immediate danger, so long as it does not cause undue hardship on business operations.

11. **Crime Victims' Leave.** The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.
12. **Personal Leave.** Personal leave of absence may be requested by a full-time employee and may be granted in the sole discretion of the General Manager to enable eligible employees to receive extended time away from work to handle personal obligations without incurring any break in continuity of service. A personal leave may not be taken for the purpose of changing jobs or professions.

Employees who require a leave of absence for personal reasons must notify the General Manager in writing of the need for such a leave and must receive written approval from the General Manager.

VIII. WORKPLACE CONDUCT AND GUIDELINES

- A. **Workplace Concerns.** The District does not have a formal grievance process for employees to address workplace concerns. However, the District does have an open-door policy, meaning all employees are encouraged to express their views on District policies or workplace issues to management, either verbally or in writing. Employees should bring to the attention of their supervisor any work-related problems as soon as possible after they arise. If attempts to resolve the issue with the immediate supervisor are unsuccessful, or if the immediate supervisor is part of the concern, the employee may raise their concern with another member of management with whom they feel comfortable.
- B. **Employee Conduct.** The District expects all employees to observe professional behavior while at work. As with all businesses, the District considers certain conduct unacceptable. It is not possible or practical to list every type of conduct that is unacceptable. In order to provide employees with some guidance concerning unacceptable behavior, the following are examples of conduct that should not take place in the work environment:
1. Obtaining employment based on false or misleading information, falsifying information, or making material omissions in any District documents or records;
 2. Theft or unauthorized removal of property from the District's premises another employee, a member, supplier, vendor, or visitor;
 3. Loss, misappropriation or unauthorized use of money, credit, property, or equipment of the District or belonging to another employee, supplier, vendor, or visitor;
 4. Dishonesty of any kind, including asking another employee to lie, withholding the truth from management, or falsifying time sheets or any District documents or files;
 5. Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices or chemicals on District property, including if the employee has a valid permit to carry a concealed weapon;
 6. Willful violation of any law, rule, or regulation (other than traffic violations or similar offenses), or pleading guilty to or being convicted of a felony or a misdemeanor that affects an employee's suitability for

continued employment;

7. Engaging in any action, on or off District premises, that reflects unfavorably on the organization and its reputation, including criminal or illegal behavior of any kind;
8. Violation of any District policy;
9. Bullying, abusive conduct, malicious gossip and/or spreading rumors, engaging in behavior that creates discord or disharmony in the workplace, interfering with another employee on the job, or restricting work output or encouraging others to do the same;
10. Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, stopping work before the end of the workday or leaving work early, misuses of sick leave, including using sick leave under false pretenses;
11. Sleeping or malingering on the job;
12. Unlawful or unauthorized possession of alcohol or drugs while on duty or on District premises, or reporting to work under the influence of alcohol or drugs;
13. Negligence, horseplay, or any other action that endangers other people or District property or that disrupts work;
14. Violating any security rules or procedures; and/or
15. Harassing, threatening, intimidating, or coercing any employee or another person, including violation of the District's policy against harassment, discrimination, and retaliation.

- C. **Disciplinary Actions.** The District expects employees to comply with its standards of behavior and performance and to correct any noncompliance with these standards. The disciplinary process outlined in the following has been established to provide general guidelines for a fair method for disciplining employees.

Under normal circumstances, the District endorses a policy of progressive discipline in which it attempts to provide employees with notice of

deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees at will or in any way restrict the District's right to bypass the disciplinary procedures suggested.

The following options are available as part of the discipline procedure. All discipline should be documented in the employee's personnel file.

1. Informal discussion. A discussion between the supervisor and the employee about the nature of the problem and the action necessary to correct.
2. Verbal counseling. A discussion between the supervisor and the employee where the supervisor (a) reviews the problem, (b) permits the employee to present information regarding the problem, (c) advises the employee that the problem must be corrected, and (d) informs the employee that failure to correct the problem will result in further disciplinary action that may include discharge. Although the counseling is verbal, the supervisor shall document that the discussion occurred.
3. Written reprimand. A written reprimand notice to the employee, documenting the issues covered by the verbal counseling.
4. Suspension. The General Manager may temporarily remove employees from the workplace, with or without pay. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, such as a written policy prohibiting sexual harassment or workplace violence.
5. Termination. Separation of employment.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor or General Manager determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded.

- D. **Use of District Vehicles.** Some positions in the District require the ability to drive a motor vehicle. All employees whose job responsibilities require the ability to drive a motor vehicle shall maintain a valid driver's license in a classification appropriate to the kind of vehicle they are required to drive.

Employees who are listed on the District's automobile insurance policy are authorized to drive District vehicles. The vehicles are to be used only for District business and will not be authorized for any personal use. Employees must maintain an acceptable driving record, which shall be defined as a driving record with five (5) or fewer points assigned by the California Department of Motor Vehicles.

The District prohibits the use of all handheld mobile devices, including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle for District business. The use of such devices for personal purposes during work hours or on District business is prohibited. Employees may use hands-free mobile devices for District business while driving during work hours when safe to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work while operating a motor vehicle during work hours or on District business.

An employee who is required to drive in their position and does not maintain a valid, appropriate driver's license and acceptable driving record, and/or violates this policy may be subject to disciplinary action up to and including termination from employment.

- E. **Use of Personal Vehicles.** Employees who are required to use their personal vehicles for District business must carry automobile insurance with appropriate coverage required by state law. When using a personal vehicle for District business, the employee shall not transport family members or other passengers, unless for a specific business purpose or an emergency. All traffic laws shall be observed and safety precautions taken. Any traffic or parking citation issued to the employee is the responsibility of the employee.

- F. **District Tools.** The District provides keys, equipment, tools, and supplies to be used exclusively by the employees for the performance of their work duties for the District. Use of District keys, equipment, tools, and supplies for personal reasons, personal benefits or convenience is strictly prohibited and will subject the employee to disciplinary action up to and including termination.

Employees shall not use their personal equipment, tools, and/or supplies for the performance of their work duties without the express authorization from their supervisor. Any damage which occurs to an employee's personal equipment, tools and/or supplies as a result of use in the performance of the employee's work duties will be the responsibility of the employee and not the District unless authorization from the supervisor was obtained prior to such use.

- G. **Technology Use Policy.** The District recognizes that use of the internet and email is necessary in the workplace, and employees are required to use both responsibly and lawfully, as unacceptable use can place the District and others at risk for harassment, security breaches and similar issues. This policy outlines the guidelines for acceptable use of District's technology systems.

1. This policy must be followed in conjunction with other District policies governing appropriate workplace conduct and behavior. Any employee who abuses the District-provided access to email, the internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. The District complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

2. The District has established the following guidelines for employee use of the District's technology and communications networks, including the internet and email, in an appropriate, ethical and professional manner.

- a) **Confidentiality and Monitoring.** All technology provided by the District, including computer systems, communication networks, District-related work records and other information stored electronically, is the property of the District and not the employee. In general,

use of the District's technology systems and electronic communications should be job-related and not for personal convenience. The District reserves the right to examine, monitor and regulate email and other electronic communications, directories, files and all other content, including internet use, transmitted by or stored in its technology systems, whether onsite or offsite. Employees should not have an expectation of privacy in their use of these systems.

Internal and external email, voice mail, text messages and other electronic communications are considered District records and may be subject the California Public Records Act. Employees must be aware of this possibility when communicating electronically within and outside the District.

- b) **Appropriate Use.** District employees are expected to use technology responsibly, lawfully and productively as necessary for their jobs. Internet access and email use is for job-related activities; however, minimal personal use is acceptable.

Employees may not use the District's internet, email, or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing, or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, sex, disability, religion, national origin, physical attributes, gender identity, sexual preference or any other protected class may be transmitted. Harassment of any kind is prohibited.

Abusive, excessively profane or offensive language, and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the internet or email—are forbidden.

Copyrighted materials belonging to entities other than the District may not be transmitted by employees on the

company's network without permission of the copyright holder.

Employees may not use the District's computer systems in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and spamming (sending unsolicited email to thousands of users).

Employees are prohibited from downloading software or other program files or online services from the internet without prior approval from the General Manager. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks.

Every employee of the District is responsible for the content of all text, audio, video or image files that he or she places or sends over the company's internet and email systems. No email or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else.

3. Questions regarding the appropriate use of the District's electronic communications equipment or systems, including email and the internet, should be directed to your supervisor, the General Manager.

APPENDIX A

ALCOHOL AND DRUG FREE WORKPLACE

A. **Purpose and Intent**

- a. The District intends to maintain a workplace that is free of alcohol and drugs and to discourage alcohol and drug abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Alcohol and drug abuse is incompatible with health, safety, efficiency and success at the District. Employees who are under the influence of alcohol or a drug on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality of service, and disruption of customer service and relations. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees and others, and to protect its operations, property and equipment, the District has established and intends to enforce this policy, which includes alcohol and drug testing as provided for below. Each employee shall comply with this policy and new employees shall be subject to pre-employment alcohol and drug screening pursuant to this policy and Policy 1. This policy, and the distribution of it to District employees, constitutes the District's alcohol and drug free awareness program. Consistent with California law, the District will not discriminate against employees for their off-duty and away from the workplace use of marijuana.

B. **Definitions.**

For purposes of this policy:

1. "Abuse of any legal drug" means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

2. "Illegal drug" means any drug or substance that (i) is listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by federal regulations. (21 C.F.R. Section 1300.11 through .15) This list includes, but is not limited to, marijuana, heroin, PCP, cocaine and amphetamines, or (ii) is legally obtainable but has not been legally obtained; or (iii) has been legally obtained but is being sold, used or distributed unlawfully.
3. "Legal drug" means any drug, including any prescription drug and over-the-counter drug, that has been legally obtained and that is not unlawfully sold, used or distributed.
4. "Medical Provider" means a licensed medical clinic, doctor, laboratory or other medical provider selected by the General Manager to conduct the alcohol and/or drug testing under this policy.
5. "On duty" means any time when the interests of the District may be adversely affected by an employee who is under the influence of or impaired by illegal drugs, or the abuse of a legal drug, including any time the employee is on duty, on District premises, operating a District vehicle or equipment, or conducting or performing District business, regardless of location.
6. "Possession" means that an employee has the substance on their person or otherwise under their control.
7. "Reasonable suspicion" means: (a) observable phenomena, such as direct observation of alcohol or drug use or possession and/or the physical symptoms of being under the influence of alcohol or a drug; (b) a pattern of abnormal conduct or erratic behavior; (c) arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, trafficking and/or distribution; (d) information about the use of illegal drugs or the abuse of legal drugs provided by a reliable and credible source; or (e) newly discovered evidence that the employee tampered with a previous drug test.

C. Prohibited Acts.

The following acts are prohibited and may subject an employee to discipline which may include termination of employment:

1. The on-duty use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of alcohol or any illegal drug.
2. Being under the influence of or impaired by alcohol or an illegal drug while on duty and/or operating a District vehicle.
3. The abuse of any legal drug while on duty.
4. The on-duty purchase, sale, manufacture, distribution, transportation, dispensation or possession of any legal drug in a manner inconsistent with law.
5. Being on duty while impaired by the use of a legal drug whenever such impairment might: (1) endanger the safety of the employee or some other person; (2) pose a risk of significant damage to District property or equipment; or (3) adversely interfere with the employee's job performance or the efficient operation of the District's business or equipment.

D. Use of Legal Drugs.

An employee who uses a legal drug, and who knows or should know that their use of the drug might result in working while impaired by the drug, is encouraged to contact their own physician and the General Manager and to determine whether it is advisable for the employee to continue working while using the legal drug. In such cases, the District reserves the right to have a District-selected physician determine whether it is advisable for the employee to continue working while using the legal drug.

E. Conviction for Drug-Related Offense.

An employee who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Upon receiving notice of a conviction of an employee for any such violation, the District shall either (1) take appropriate disciplinary action in accordance with this policy, and/or (2) require the employee to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. Employees shall notify the General Manager of any conviction under a criminal drug statute.

District employees are required to notify the General Manager in writing of any criminal drug statute of which they are convicted for a violation no later than five (5) calendar days after such conviction.

F. Discipline.

Any violation of this policy may result in discipline, up to and including dismissal, depending on the circumstances. The General Manager also may choose to require an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. The first violation of this policy likely will result in immediate discharge, whenever the prohibited conduct: (1) caused serious injury to the employee or any other person, or, in the sole opinion of the General Manager, unreasonably endangered the safety of the employee or any other person; (2) resulted in significant damage to District property or equipment, or, in the sole opinion of the General Manager, posed a risk of significant damage; or (c) involved the sale or manufacture of illegal drugs.

G. Counseling and Rehabilitation Programs.

The District wishes to assist employees who recognize that they have a problem with alcohol or other drugs that may interfere with their ability to perform their jobs in a satisfactory manner. Employees who have a problem with alcohol or drugs, and who decide to enroll voluntarily in an alcohol rehabilitation program will be given unpaid time off to participate in the program, unless it would result in an undue hardship to the District to provide the time off. If an employee requests time off to participate in such program, the District will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential. The employee may use any accrued sick leave or vacation benefit while on leave. However, additional benefits will not be earned during the leave of absence unless the employee is eligible for benefits applicable to other medical leaves as provided in these policies.

H. Testing for Drugs or Alcohol.

The District reserves the right to require an employee to submit to a blood, urinalysis or other drug or alcohol test if they have been involved in a significant incident in which the health and safety of himself, herself, or other individuals is involved, or in which extensive property damage has occurred. These tests will be conducted by a professional medical staff and laboratory (the "Medical Provider"). Any employee who tests positive will be subject to immediate termination. Per California law, drug testing panels that include Cannabis, THC, or marijuana will test only for actual impairment at the time the test is administered and the specimen is collected. It will not test for the presence of non-psychoactive metabolites in blood, urine, or hair.

The District may order an employee who is reasonably suspected of being under the influence of drugs or alcohol to take a blood, urinalysis, or other drug or alcohol test,

conducted by a professional medical staff and laboratory. Reasonable suspicion may be determined by alcohol on the breath, lapses in performance, inability to appropriately respond to questions, and/or any other physical symptoms of alcohol or drug influence.

Any blood, urinalysis or other drug or alcohol tests shall be conducted by a professional medical staff and laboratory. The testing will be conducted, without cost to the employee, during regular working hours. Transportation will be provided to and from the medical facility. After the test, the employee will be placed on an immediate suspension with pay from work, until the results are obtained. Failure of any employee to consent to testing when requested to do so will be considered insubordination and may result in immediate termination.

Upon completion of the testing, the Medical Provider will immediately forward one copy of the test results to the General Manager, retaining one copy for the Medical Provider's files. The Medical Provider shall also be instructed to retain the sample being tested so that an employee can have the sample retested at their own expense.

If the test results are positive, then the employee shall be in violation of this policy and subject to disciplinary action, including but not limited to termination. Prior to any disciplinary action being taken, the employee shall be given the opportunity to explain the positive results and/or have the same sample retested at their expense, at a reputable laboratory of their choice. If an employee fails to appear and submit to the testing or any portion of it, or otherwise refuses or fails to cooperate with the administration of the test, the failure or refusal shall be deemed, and handled in the same manner as, a positive test result.

The General Manager, in consultation with the Medical Provider, shall determine, prepare, amend and maintain the forms that are necessary or appropriate to implement this policy.

I. **Confidentiality.**

The forms and results of drug testing shall be treated confidentially, kept separate from the regular personnel files, and made available only to the General Manager and other District officers and confidential employees who have a clear business-related reason to know the information. The forms and results will not be released to anyone else without the consent of the applicant or employee or by court order. Disclosures made by employees to the General Manager or their supervisor concerning their use of legal drugs and their participation in any drug abuse assistance, rehabilitation or counseling program also shall be treated confidentially and will not be revealed to others unless there is a clear

business-related reason to do so.

DRAFT

APPENDIX B

WORKPLACE VIOLENCE PREVENTION PROGRAM for Arden Park Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

Date of Last Review: April 2, 2025

Date of Last Revision(s): April 2, 2025

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, General Manager, has the authority and responsibility for implementing the provisions of this plan for the Arden Park Recreation and Park District (APRPD). If there are multiple persons responsible for the plan, their roles will be clearly described.

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

APRPD ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

Management will have quarterly safety meetings with employees to discuss identification of workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them.

- Designing and implementing training

Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials.

- Reporting and investigating workplace violence incidents.
- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of APRPD Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace.
- Discipline employees for failure to comply with the WVPP.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employers, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - For example, ensure that supervisors and employees can communicate effectively and in the employees' first language.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, of other violence concerns.

- Call 911
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.

Updates on the status of investigations and corrective actions are provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

APRPD will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, APRPD will ensure that if its employees experience workplace violence incident that APRPD will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

APRPD will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. If that's not possible, employees will report incidents directly to the WVPP administrator, General Manager.
 - Employees can report incidents to their supervisor.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

EMERGENCY RESPONSE PROCEDURES

APRPD has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies.
- APRPD will have evacuation or sheltering plans
- How to obtain help from staff, security personnel, or law enforcement
In the event of an emergency, including a Workplace Violence Emergency, contact the following:

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by APRPD to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted: annually

Inspections for workplace violence hazards include assessing:

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.

- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. APRPD will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s) , all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
- All corrective actions taken will be documented and dated on the appropriate forms.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - Make the workplace unattractive to robbers by:
 - Improve lighting around and at the workplace.

- Post of signs notifying the public that limited cash is kept on the premises and that cameras are monitoring the facility.
- Utilize surveillance measures, such as cameras and mirrors, to provide information as to what is going on outside and inside the workplace and to dissuade criminal activity.
- Install security surveillance cameras in and around the workplace.
- Provide workplace violence systems, such as door locks, violence windows, physical barriers, emergency alarms and restraint systems by:
 - Ensure the adequacy of workplace violence systems
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Control, access to, and freedom of movement within, the workplace by non-employees, include recently discharged employees or persons with whom one of our employees is having a dispute.
 - Install effective systems to warn others of a violence danger or to summon assistance, e.g., alarms or panic buttons.
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.

- Procedures for reporting suspicious persons, activities, and packages.
- Provide/review employee, supervisor, and management training on emergency action procedures.
- Ensure adequate employee escape routes.
- Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
- Establish a policy for prohibited practices.
- Limit the amount of cash on hand and use time access safes for large bills.
- Provide procedures for a "buddy" system for specified emergency events.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risks associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will

include information, such as:

- The date, time, and location of the incident.
- The workplace violence type or types involved in the incident.
- A detailed description of the incident.
- A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.

- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.

Ensure that no personal identifying information is recorded or documented in the violent incident log. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

APRPD will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures APRPD has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities APRPD has for interactive questions and answers with a person

knowledgeable about the APRPD plan.

- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

APRPD ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times.

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.

RECORDKEEPING

APRPD will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.

- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by LC section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The APRPD WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of APRPD's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, APRPD will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

DRAFT

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

Date: _____

Time _____ a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))

Check which of the following describes the type(s) of incident, and explain in detail:

Note: It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. ***For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.***

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred:

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

-
-
-
- Were there any injuries? Yes or No. Please explain:

-
-
-
- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:
-

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

DRAFT

Arden Park Recreation and Park District Agenda Statement

Meeting Date: October 21, 2025

Item No. V.C

Item Title

Discussion and possible action to cast votes in the Sacramento LAFCo election

Item Summary

The Sacramento Local Agency Formation Commission (LAFCo) is holding an election to fill three positions. The Board can choose whether or not to cast a ballot in the election. The election packet with candidate statements is attached.

Attachment


Election packet



MEMO

DATE: September 22, 2025

TO: Special District Presiding Officer

FROM: José C. Henríquez, Executive Officer 
Sacramento Local Agency Formation Commission

SUBJECT: Election of Special District Representative to Sacramento LAFCo

The Special District Selection Committee is electing representatives to serve a new four-year term, a two-year term and a new alternate four-year term beginning on January 1, 2026.

Due to the size of the Special District Selection Committee, it has been difficult to establish a quorum when meeting in person. Therefore, pursuant to the provisions of Government Code §56332(f), the Executive Officer has determined that the business of the Special District Selection Committee will be conducted in writing to elect a regular Special District Representative to Sacramento LAFCo.

Election of Special District Representative to LAFCo

Thank you for submitting nominations for the Special District Representative election.

At the time the election ends, in order to be selected as a LAFCo Representative, a nominee must receive more than fifty-percent (50%) of the submitted votes. Enclosed with this memo you will find a ballot and a copy of each candidate's Statement of Qualifications received as of the date of this memo. Please note that there are two regular (voting) seats and one alternate seat up for election.

Commissioners

*Rich Desmond, Patrick Hume County Members ■■ Rosario Rodriguez, Alternate
Lisa Kaplan, Mat Pratton City Members ■■ Dr. Jayna Karpinski-Costa, Alternate
Chris Little, Public Member ■■ Timothy Murphy, Alternate
Vacant, Gay Jones, Special District Members ■■ Charlea Moore, Alternate*

Staff

*José C. Henríquez, Executive Officer ■■ Desirae Fox, Policy Analyst
Nancy Miller, DeeAnne Gillick, Commission Counsel*

The nominees for the four-year regular term, in alphabetical order, are:

- 1) Gay Jones*, Sacramento Metropolitan Fire District
- 2) Jim Frazier, Herald Fire Protection District
- 3) Robert "Bob" Wichert, Sacramento Suburban Water District

The nominees for the two-year regular term, in alphabetical order, are:

- 1) Beau Reynolds, North Highlands Recreation and Park District
- 2) Brandon D. Rose, Sacramento Municipal Utility District
- 3) Jim Frazier, Herald Fire Protection
- 4) Robert "Bob" Wichert, Sacramento Suburban Water District

The nominees for the four-year alternate member, in alphabetical order, are:

- 1) Charlea Moore*, Rio Linda Elverta Recreation and Park District
- 2) Jim Frazier, Herald Fire Protection

*Incumbent

Election Deadline

The voting period will be 60 days from September 18, 2025; all votes are due in writing on or before **5:00 pm on November 21, 2025**. Voting will cease on this date or whenever a quorum of special districts is reached, whichever occurs later. Please do not forget to have the Board President, or Chair, or the presiding officer of the board meeting in which you made your selection sign the returned ballot.

District managers or other staff members may not substitute their signature for Board President, or Chair, or the presiding officer's signature.

Thank you for your time and please feel free to contact me or any member of my staff at 916-874-6458 if you have any questions.



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
 1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458
www.saclafco.org

Mail to: LAFCO
1112 I Street, Suite 100
Sacramento, CA 95814
 Or email:
commissionclerk@saclafco.org

ELECTION BALLOT

Special District Representative to LAFCo Regular Seat #7

*The election ends on November 21, 2025 at 5:00 p.m. or until a quorum of
 Special District ballots is received, whichever occurs later.*

Four-Year Regular Term Candidate & District	Select one (1)
Gay Jones*, Sacramento Metropolitan Fire District	
Jim Frazier, Hearld Fire Protection	
Robert "Bob" Wichert, Sacramento Suburban Water District	

Two-Year Regular Term Candidate & District	Select one (1)
Beau Reynolds, North Highlands Recreation and Park District	
Brandon D. Rose, Sacramento Municipal Utility District	
Jim Frazier, Hearld Fire Protection	
Robert "Bob" Wichert, Sacramento Suburban Water District	

Four-Year Alternate Term Candidate & District	Select one (1)
Charlea Moore*, Rio Linda Elverta Recreation and Park District	
Jim Frazier, Hearld Fire Protection	

*Incumbent

BALLOT CONTINUES ON THE NEXT PAGE

Commissioners

*Rich Desmond, Patrick Hume County Members ■■ Rosario Rodriguez, Alternate
 Lisa Kaplan, Mat Pratton City Members ■■ Dr. Jayna Karpinski-Costa, Alternate
 Chris Little, Public Member ■■ Timothy Murphy, Alternate
 Vacant, Gay Jones, Special District Members ■■ Charlea Moore, Alternate*

Staff

*José C. Henriquez, Executive Officer ■■ Desirae Fox, Policy Analyst
 Nancy Miller, DeeAnne Gillick, Commission Counsel*

SIGNATURE OF PRESIDING OFFICER (Original Signature Required):

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER (Required):

AGENDA ATTACHED (Optional): Yes No

Attest:


District Secretary, Clerk or General Manager



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Position	Nominee's Name	Originating District
Director, Division 8	Gay Jones	Sacramento Metropolitan Fire District

SIGNATURE OF PRESIDING OFFICER: 
 (Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: Ted Wood, Board President
 (Required)

NAME OF NOMINATING DISTRICT: Sacramento Metropolitan Fire District

MINUTES ATTACHED (Optional): Yes No

NOMINEE IS RUNNING FOR POSITION: Regular (Voting): 4-year term 2-year term
 Alternate

Attest:

 District Secretary, Clerk or General Manager

**Nominations must be received by LAFCo before
 5:00 p.m. on July 31, 2025**

Return to:

Sacramento LAFCo (clerk@saclafco.org or at the address above)

Commissioners

Rich Desmond, Pat Hume, County Members ■ *Rosario Rodriguez, Alternate*
Lisa Kaplan, Mat Pratton, City Members ■ *Phil Pluckebaum, Dr. Jayna Karpinski-Costa, Alternates*
Chris Little, Public Member ■ *Timothy Murphy, Alternate*
Gay Jones, Vacant, Special District Members ■ *Charlea Moore, Alternate*

Staff

José C. Henríquez, Executive Officer ■ *Desirae Fox, Kristi Grabow, Policy Analyst*
Nancy Miller, DeeAnne Gillick, Commission Counsel

Candidate Statement

I am requesting your vote and continued support as your special District Commissioner, Seat #7, to Sacramento Local Agency Formation Commission (LAFCO).

Challenges to Districts continue unabated. As your LAFCO Commissioner and as a Metro Fire Director, I am committed to ensuring that all District voices are heard. Everyone needs to be included in conversations regarding boundary changes, whether they be annexations, detachments, consolidations, spheres of influence or incorporations.

One example of meeting challenges occurred when county funding became available to agencies to help recover from winter storms, many agencies were unaware. My position allowed me to alert my fellow Special Districts to contact County OES for storm damages reimbursement. My efforts also included getting a filing period extension for Special Districts.

Another example: as your LAFCO Commissioner I worked diligently with fellow Commissioners and staff to develop a sustainable water delivery structure for citizens residing in Del Paso Manor Water District. That effort was a success. Now our LAFCO is studying the Florin Water District to achieve sustainability for residents in that area.

Past and future issues include expansion of urban services within our county. Who should deliver them, and at what cost? The answer is what is best for the people living in these communities, with logical and efficient service delivery for the public providing the framework. Special District input is critical to this decision-making process.

My hope is to continue as your Special District Commissioner and to work with you on these matters.

I respectfully ask for your vote.

Feel free to contact me with any questions, comments or concerns.

Sincerely,

Gay Jones

Special District Commissioner

Sacramento County Local Agency Formation Commission

STATEMENT OF QUALIFICATIONS

Gay Jones
Sacramento Metropolitan Fire District
10545 Armstrong Ave., Suite 200
Mather, CA 95655
916-208-0736

EXPERIENCE

- 2000 - Present: Director for Sacramento Metropolitan Fire District.
- 2006 - Present: Commissioner for Sacramento Local Agency Formation Commission (LAFCO).
- 2006 - Present: Board Member for California Association of LAFCO (CALAFCO).
- 2022 - Present: Executive Board Member, CALAFCO.
- 2004 - 2006: Alternate Commissioner for Sacramento LAFCO.
- 1981 - 2006: Sacramento Fire Department (Captain, Ret.).
- 1973 - 1979: United States Peace Corps.

EDUCATION AND CERTIFICATIONS

- Master's Degree, California State University, Sacramento.
- Bachelor of Science, Lewis and Clark College.
- Associate Degree, American River Community College.
- Chief Officer Certification, California State Board of Fire Service.
- Special District Leadership and Management Certification, Special District Institute.

COMMUNITY ACTIVITIES

- Chair, Steering Committee, Butterfield Riviera East Community Association (BRECA).
- Member, Cordova Community Planning Advisory Council.
- Member, American River Parkway Coalition.
- Member, Great American Triathlon Committee.
- Officer, Sacramento Retired City Employees Association.



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE
Fire Chief

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, June 26, 2025

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:01 pm by President Wood. Board members present: Clark, Costa, Rice, Saylor, Webber and Wood. Remotely on Zoom: Jones. Board members absent: Goold, and Stark. Staff present: Chief House and Board Clerk Rittburg.

PUBLIC COMMENTS

No public comments were received.

CONSENT ITEMS

Moved by Director Webber, seconded by Costa, and carried unanimously by members present to adopt the consent calendar as follows:

1. **Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of May 22, 2025.
Action: Adopted the Action Summary Minutes.
2. **Board Policy 01.012.01 – Debt Management Policy**
Recommendation: Approve the amendments to the Debt Management Policy.
Action: Adopted the Debt Management Policy.
3. **Board Policy 01.010.03 – Purchasing and Contracting Policy**
Recommendation: Approve the amendments to the Purchasing and Contracting Policy.
Action: Adopted the Purchasing and Contracting Policy.
4. **Disclosure of Material Expenditure – Excess Workers’ Compensation Insurance – Safety National Casualty Corporation - \$537,745.00**
Recommendation: Authorize a payment of \$537,745.00 to Safety National Casualty Corporation for Excess Workers’ Compensation Insurance.
Action: Authorized a payment of \$537,745.00 to Safety National Casualty Corporation for Excess Workers’ Compensation Insurance.

- 5. Disclosure of Material Expenditure – General/Property/Liability Commercial Insurance – Fire Agencies Insurance Risk Authority (FAIRA) for the FY 25/26 – \$3,031,6555**
Recommendation: Authorize a payment of \$3,031,655.00 to Fire Agencies Insurance Risk Authority (FAIRA) for commercial insurance.
Recommendation: Authorized a payment of \$3,031,655.00 to Fire Agencies Insurance Risk Authority (FAIRA) for commercial insurance.

PRESENTATION ITEMS:

- 1. Measure O General Obligation Bond Issuance**
(Chief Financial Officer Dave O'Toole)
Recommendation: Receive the presentation.
Action: Presentation received.

ACTION ITEMS

- 1. Disclosure of Material Expenditure – Excess General Liability Insurance – Vantage Risk Specialty Insurance Company for \$307,992.30 and Westchester Surplus Lines Insurance Company for \$215,439.84**
(Brad Svennungsen, USI Insurance Services)
Recommendation: Authorize payment of \$307,992.30 to Vantage Risk Specialty Insurance Company and \$215,439.84 to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.
Recommendation: Moved by Director Clark, seconded by Webber, and carried unanimously by members present to authorize a payment of \$307,992.30 to Vantage Risk Specialty Insurance Company and \$215,439.84 to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.
- 2. Sacramento Local Agency Formation Commission (LAFCo) - Nominations for Special District Commissioners**
(Board Clerk Marni Rittburg)
Recommendation: Nominate Director Jones to Sacramento LAFCo for the Special District Commissioner seat as a full voting member to serve a 4-year term.
Action: Moved by Director Rice, seconded by Webber, and carried unanimously by members present to nominate Director Jones to Sacramento LAFCo for the Special District Commissioner seat as a full voting member to serve a 4-year term.

REPORTS

- 1. PRESIDENT'S REPORT - *(President Wood)***

No Report
- 2. FIRE CHIEF'S REPORT — *(Chief House)***

Good evening, Directors, Colleagues, and Members of the Public

New Hire:

Please join me in welcoming Arthur Klets, hired for the position of Fire Inspector I in the Community Risk Reduction Division, effective June 23.

Promotions:

Congratulations to following

- Anthony Berkey for being promoted to Fire Inspector I effective June 23.
- Jasmine Vu for being promoted to Plan Intake Specialist effective June 23.
- Ray Mora for being promoted to Engineer effective June 13.

OPERATIONS REPORT – (Deputy Chief Mitchell)

1. Service Delivery Changes to Address Staffing

- Following up on the discussion at the last Board meeting about eliminating mandatories and brown outs
- Operations Staffing Priorities have been, and will continue to be:
 - #1 Eliminate Brownouts
 - #2 Eliminate Mandatory Overtime
 - #3 Increase Service Delivery
 - Our focus and goal to achieve the above priorities is still Spring, 2026. This includes fully staffed ranks of both MMPs and firefighters, while having a fully staffed pool in both ranks as well. We haven't had this for quite a number of years.
 - However, we're not waiting until Spring of next year to be adaptive and respond efficiently to the needs of our members and the community.
- To reinforce the last point, Ops brought forward a plan to exec staff the week following the last Board meeting, which had been in development for a while, to transition two FDM ambulances to MMP ambulances.
- Current staffing levels support the transition and don't burden any of our members unnecessarily
- Allows for a pool of firefighters immediately to decrease brownouts and mandatory callbacks, while still maintaining an MMP pool.
- Met with 522, and with some minor changes, we reached an agreement last week.
- I'm happy to report that the plan was implemented on Monday of this week, which is having an immediate impact on staffing as we move further into summer.

2. Shift Commander Spotlight

- Chief Rudnicki introduced new Captain Carlile who was promoted effective June 9. Captain Carlile introduced himself to the Board.

ADMINISTRATIVE REPORT – (Deputy Chief Fiorica)

COMMUNITY RELATIONS DIVISION

- Last week, Metro Fire hosted an amazing Fire Camp that left 80 kids bursting with confidence and a newfound appreciation for teamwork! They experienced the rewarding life of a Metro firefighter. A heartfelt thank you goes out to everyone who made this incredible experience possible—our dedicated firefighters, supportive staff, logistics team, reserves, and explorers, all of whom played vital roles. We would also like to extend a huge shout-out to the behind-the-scenes divisions, such as finance, fleet, facilities, and logistics, that contributed in many valuable ways! Together, we created a week filled with life skills and memories that the kids will cherish for years to come.

- This week, media coverage was provided for two prescribed burns. To ensure the public was informed, we collaborated with several regional agencies, including Sacramento Regional Parks, the City of Rancho Cordova, the Board of Supervisors, the City of Citrus Heights, and OES.
- As we prepare for the 4th of July, our public relations strategy includes several key initiatives. We have placed "Keep it Safe, Keep it Legal" stickers on our engines to promote the importance of using Safe and Sane fireworks. Our social media presence will be enhanced with posts highlighting safety tips. Additionally, we aim to secure media coverage that focuses on safety, which may include ride-along experiences for journalists to observe our CRRD team in action.

FINANCE

- The Finance Division received notice recently that it has been officially recognized by the Government Finance Officers of America for achieving "Triple Crown" status. Specifically, excellence awards were given for three major fiscal year 2022-23 reports:
 - Annual Comprehensive Financial Report
 - Popular Annual Financial Report (what we call our Community Annual Report), and
 - Annual Final Budget

The District is one of 401 winners across the U.S. and Canada, putting us in the top half of one percent of all cities, counties, and special districts.

There are only two other fire district winners.

Within California, we're among 48 winners, putting us in the top 1.4% of local governments in the state.

SUPPORT SERVICES – (Deputy Chief Wagaman)

Logistics:

- Promotional opportunity underway from the position of Warehouse Manager - we hope to have the position filled with an internal candidate within the next month.
- In preparation to move station 64 to market, cleanup and asset removal have been completed.
- With continual cost savings in mind, Logistics Manager Siebert is actively renegotiating our drinking water machine rental and oxygen tank contracts.

CRRD:

- Of the 805 weed abatement inspections conducted, we have seen a compliance rate of 85% compared to 76% last year.
- In preparation for safe and insane fireworks sales, inspectors will be busy conducting 152 fireworks stand inspections on Saturday.
- Additionally, CRRD staff will be active July 3, 4 and 5 supporting local fireworks displays and to assist our Fire Investigations Unit with enforcement, and fire origin & cause.

- In effort to enhance public outreach on the use and proper disposal of Safe and Sane fireworks, and to reinforce no tolerance for dangerous fireworks use and sales, there will be a joint press conference on July 1 with the State Fire Marshal Office, the DA's Office, the Sacramento County Sheriff's Department and local agencies. The press conference will be held at the McClellan brick yard at 10:00 AM. Fire Marshal Nygren will also be attendance.

Facilities:

- The station re-flooring project at 53, 31, and 108 have recently been completed.
- To help support our PPE laundering program - facilities just completed installing two additional washer extractors and a new ultrasonic cleaner at our Logistics building.
- Facilities Manager Eachus has finalized an extensive plan to complete several roof repairs and HVAC upgrades throughout the district starting July 1, with the Station 50 apparatus bay first up.
- All District owned properties requiring weed abatement have been successfully mitigated.

Fleet:

- Within the next few weeks, Fleet will be sending one representative down to L.A. to inspect two new ambulance re-mounts and a team of six will be heading Wisconsin to complete an inspection on 5 new Type I engines.
- Fleet has an open recruitment for the position of Shop Assistant with approximately 30 applications have been received thus far. The final filing date is Tuesday, July 15, at 4:00 PM.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (Captain Sean Scollard, *Local 522 Vice President*)

Captain Sean Scollard reported that Local 522 will be sending over a Notice of Intension to Negotiate early next week. We would like to have the District get salary surveys done now. We collaborated with the District to reduce brownouts. There is still work to be done to be successful but we look forward to having continued conversations. Director Rice requested a salary survey be completed for all unrepresented positions.

4. COMMITTEE AND DELEGATE REPORTS

All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.

A. Executive Committee – (President Wood)

No Report

B. Communications Center JPA – (Deputy Chief Fiorica)

The Communication Center JPA Board last met on June 24, 2025. During that meeting the Board approved the Fiscal Year 25/26 Final Budget for the Communications Center. The Board was also notified that Assistant Chief Robert Knaggs would be replacing Assistant Chief Scott Williams on the Board as the representative for the Sacramento Fire Department. Chief Williams is retiring after 30 year of service to the Sacramento Fire Department. Chief Williams was thanked for his many years of service.

C. Finance and Audit Committee – (Director Clark)

The Finance and Audit Committee met tonight and received a presentation from CFO O'Toole on the Bimonthly Fiscal Report through April 30, 2025. The takeaways were: General Fund revenue \$8.0 million below budget and \$15.4 million higher than prior year. General Fund expenditures are \$7.3 million lower than Midyear Budget. Labor costs are trending \$1.8 million above Midyear Budget estimate. PPGEMT revenues are growing across 28 months.

D. Policy Committee – (Director Costa)

No Report

BOARD MEMBER QUESTIONS AND COMMENTS

Director Clark stated he has a great time at Fire Camp. It's one of the most exciting events of the year. Wishing everyone a happy and safe July 4th.

Director Webber stated that he would like a proclamation or something similar for Brenda Briggs for running Fire Camp for so many years.

President Wood thanked Brenda Briggs and April West for putting on Fire Camp.

CLOSED SESSION:

The Board recessed to closed session at 6:41 p.m. on the following matter(s):

1. Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Workers' Compensation Compromise and Release

Jason Cahill and the Sacramento Metropolitan Fire District
Claim # 4A2305MHPDS0001
Workers' Compensation Settlement Authority
Melisa Maddux, Chief Human Resources Officer

Moved by Director Webber, seconded by Rice, and carried unanimously by members present to give authority to its third-party administrator to conclude a settlement of the matter.

2. Pursuant to California Government Code Section 54956.9 (a) –one (1) matter of Workers' Compensation Settlement Authority

Loren Mansel and the Sacramento Metropolitan Fire District
Claim # 4A2302G3HGQ0001
Workers' Compensation Settlement Authority
Melisa Maddux, Chief Human Resources Officer

Moved by Director Webber, seconded by Costa, and carried unanimously by members present to give authority to its third-party administrator to conclude a settlement of the matter.

CLOSED SESSION REPORT OUT:

The Board reconvened in open session at 6:53 p.m. General Counsel John Lavra reported that the Board met in closed session on two items: 1. Workers' Compensation Compromise and Release: Jason Cahill Workers' Compensation Claim, the Board voted unanimously to

give authority to its third-party administrator to conclude a settlement of the matter. 2. Workers' Compensation Settlement Authority: Loren Mansel Workers' Compensation Claim, the Board voted unanimously to give authority to its third-party administrator to conclude a settlement of the matter.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2025-06-26-board-meeting>

https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA

ADJOURNMENT

The meeting was adjourned at 6:54 p.m.



Ted Wood, Board President



Robert Webber, Secretary



Marni Rittburg, CMC
Board Clerk



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
 1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458
 www.saclafco.org

SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Position	Nominee's Name	Originating District
Director	Jim Frazier	Herald Fire Protection District

SIGNATURE OF PRESIDING OFFICER: [Signature]
 (Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Dennis Johnson
 (Required)

NAME OF NOMINATING DISTRICT: Herald Fire Protection District

MINUTES ATTACHED (Optional): Yes No

NOMINEE IS RUNNING FOR POSITION: Regular (Voting): 4-year term 2-year term
 Alternate

Attest:

[Signature]
 District Secretary, Clerk or General Manager

**Nominations must be received by LAFCO before
 5:00 p.m. on September 15, 2025**

Return to:

Sacramento LAFCo (clerk@saclafco.org or at the address above)

Commissioners

Rich Desmond, Pat Hume, County Members ■ Rosario Rodriguez, Alternate
 Lisa Kaplan, Mat Pratton, City Members ■ Phil Pluckebaum, Dr. Jayna Karpinski-Costa, Alternates

Chris Little, Public Member ■ Timothy Murphy, Alternate

Gay Jones, Vacant, Special District Members ■ Charlea Moore, Alternate

Staff

José C. Henríquez, Executive Officer ■ Desirae Fox, Kristi Grabow, Policy Analyst

Nancy Miller, DeeAnne Gillick, Commission Counsel



Herald Fire Protection District

Candidate Statement

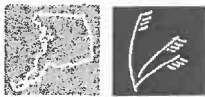
Jim Frazier

On behalf of the Herald Fire Protection District Board of Directors, we are proud to nominate **Jim Frazier** for the Sacramento LAFCo Special District Representative Seat #8.

Mr. Frazier joined the Herald Fire Protection District Board in November 2024, bringing with him deep roots in the Herald community and prior service as a volunteer firefighter. His longstanding commitment to public service and dedication to the safety and well-being of our residents make him an exceptional candidate for this role.

Jim is passionate about ensuring that special districts remain strong, effective, and responsive to the communities they serve. He values the important role these districts play in delivering essential services and believes it is vital to both highlight their unique contributions and preserve their ability to operate effectively within Sacramento County.

With his combination of community leadership, integrity, and firsthand experience in fire protection services, Mr. Frazier will represent special districts with dedication and balance on the Sacramento LAFCo. We respectfully ask for your support of Jim Frazier for Seat #8 so that the voice of special districts continues to be heard and protected.



Sacramento

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458
www.saclafco.org

SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Position	Nominee's Name	Originating District
Regular, 4-year voting seat	Robert Wichert	Sacramento Suburban Water District

SIGNATURE OF PRESIDING OFFICER: _____

(Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: Robert Wichert, Board President

(Required)

NAME OF NOMINATING DISTRICT: Sacramento Suburban Water District

MINUTES ATTACHED (*Optional*): Yes No Resolution is attached

NOMINEE IS RUNNING FOR POSITION: Regular (Voting): 4-year term 2-year term
Alternate

Attest:

[Handwritten Signature]
District Secretary Clerk or General Manager

Nominations must be received by LAFCO before 5:00 p.m. on July 31, 2025

Return to:

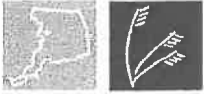
Sacramento LAFCo (clerk@saclafco.org or at the address above)

Commissioners

Rich Desmond, Pat Hume, County Members SM *Rosario Rodriguez, Alternate*
Lisa Kaplan, Mai Pratton, City Members SM *Phil Pluckebaum, Dr. Jayna Karpinski-Costa, Alternates*
Chris Little, Public Member SM *Timothy Murphy, Alternate*
Gay Jones, Vacant, Special District Members SM *Charlea Moore, Alternate*

Staff

José C. Henriquez, Executive Officer SM *Desirae Fox, Kristi Grabow, Policy Analyst*
Nancy Miller, DeeAnne Gillick, Commission Counsel



Sacramento

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SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Table with 3 columns: Position, Nominee's Name, Originating District. Row 1: Regular 2 Year Voting Seat, Robert Wichert, Sacramento Suburban Water District

SIGNATURE OF PRESIDING OFFICER:

[Handwritten Signature]
(Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: Robert Wichert

(Required)

NAME OF NOMINATING DISTRICT: Sacramento Suburban Water District

MINUTES ATTACHED (Optional): Yes [] No [] Resolution Attached

NOMINEE IS RUNNING FOR POSITION: Regular (Voting): [] 4-year term [x] 2-year term
Alternate []

Attest: [Handwritten Signature]
District Secretary, Clerk or General Manager

Nominations must be received by LAFCO before 5:00 p.m. on July 31, 2025

Return to:

Sacramento LAFCo (clerk@saclafco.org or at the address above)

Commissioners

- Rich Desmond, Pat Hume, County Members [] Rosario Rodriguez, Alternate
Lisa Kaplan, Mat Pratton, City Members [] Phil Pluckebaum, Dr. Jayna Karpinski-Costa, Alternates
Chris Little, Public Member [] Timothy Murphy, Alternate
Gay Jones, Vacant, Special District Members [] Charlea Moore, Alternate

Staff

- José C. Henriquez, Executive Officer [] Desirae Fox, Kristi Grabow, Policy Analyst
Nancy Miller, DeeAnne Gillick, Commission Counsel

GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 3. CORTESI-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 [56000 - 57550] (Heading of Division 3 amended by Stats. 2001, Ch. 388, Sec. 1.)

PART 2. LOCAL AGENCY FORMATION COMMISSION [56300 - 56430] (Part 2 added by Stats. 1985, Ch. 541, Sec. 3.)

CHAPTER 2. Formation of Commission and Selection of Commissioners [56325 - 56337] (Chapter 2 added by Stats. 1985, Ch. 541, Sec. 3.)

56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

- (1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.
- (2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.
- (3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.
- (4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.
- (5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible

district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.

(4) Nominations and ballots may be returned to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. The executive officer shall announce the results of the election within seven days of the date specified.

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.
(Amended by Stats. 2018, Ch. 86, Sec. 6. (AB 3254) Effective January 1, 2019.)

My name is Robert Wichert, and everybody calls me "Bob". With more than ten years of experience on the Board of Directors of the Sacramento Suburban Water District (SSWD), and currently Board President, I have developed a deep understanding of the critical issues that face our region, including efficient delivery of public services and the importance of local agency collaboration. My background includes:

Extensive Public Service: Serving on the Board of Directors with SSWD for more than ten years, where I work to ensure fiscal accountability and efficient delivery of a safe and reliable water supply at the lowest reasonable rates, as I insisted at SSWD from the start of my tenure.

Knowledge of LAFCO Responsibilities: I have direct experience with jurisdictional boundary changes, annexations, and special district reorganizations, as SSWD has attempted combination efforts with two regional water agencies, and most recently achieved a successful reorganization of the former Del Paso Manor Water District (DPMWD) into SSWD. I was a leader and key decision maker during the merger (reorganization) of Del Paso Manor Water District into SSWD.

Striving for excellence: I am not automatically in favor of mergers and reorganizations and consolidations, however, I believe that in some situations, such actions are best for everyone. I work as a fiscal conservative, striving to keep costs as low as possible in all of our efforts. I will not tolerate runaway spending or disregard for the costs of special districts borne by their customers.

Community Engagement: I am a leader with a proven commitment to transparency and public participation, having facilitated community meetings and outreach efforts to include residents in local governance decisions.

Collaborative Leadership: I have a track record of working effectively with city and county officials, special districts, and the public to find balanced solutions to complex local issues including serving on the Board of Directors and the Executive Committee of the Sacramento Regional Water Authority supporting The Water Forum.

Utility Management: My previous experience includes almost twenty years as an Engineer at SMUD, where I worked successfully with the SMUD Board of Directors to establish SMUD Greenergy, the first customer choice all-renewable energy option in California that allows customers to choose renewable energy by choice, not by force. Greenergy is still available to customers, more than twenty-five years after I put it in place.

Equitable Implementation: During the many discussions of the DPMWD reorganization into SSWD, I was careful to do my best to ensure that neither set of customers were disadvantaged, overcharged, or treated in a disrespectful manner. As leaders of SSWD, our Board was careful to make sure that all employees of both Districts were included. The combined employee staff structure is equitable and allows for advancement and growth. Additionally, the SSWD Board approved a term contract for the former General Manager of DPMWD to assist in the transition process of the reorganization to aid him in moving forward in his career.

In keeping my commitment to transparency and community engagement during the DPMWD / SSWD negotiations I was instrumental in transitioning to joint Board meetings. This led to improved communication and facilitated wise and equitable decision making. I was always striving to see things on all sides of all issues, to help formulate the most reasonable approach to reorganization, being fair to all.

Vision for LAFCO: LAFCO is more than mergers, reorganizations, and consolidations. LAFCO is responsible for new local agencies and assigning responsibilities to existing agencies. I plan to do that with the same approach; doing my best to keep customer costs as low as we can while keeping services best-in-class and responsive to the expressed needs of the customers served. My graduate work in Communication Studies taught me that public outreach and customer involvement is essential to this work. I look forward to being involved and encouraging public input in all of our efforts.

I am asking for your vote. Let's work together to keep local agencies efficient and responsive to the needs of the customers they serve.

RESOLUTION NO. 25-12

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO
SUBURBAN WATER DISTRICT NOMINATING ROBERT WICHERT TO SERVE AS
SPECIAL DISTRICT COMMISSIONER ON SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION**

BE IT RESOLVED by the Board of Directors of Sacramento Suburban Water District as follows:

A. Recitals

The Board of Directors of the Sacramento Suburban Water District encourages and supports the involvement of its Board Members in local and regional governance and planning efforts, including participation with the Sacramento Local Agency Formation Commission (LAFCO).

Director Robert Wichert has expressed an interest in serving as a Special District Commissioner or Alternate on the Sacramento LAFCO.

B. Resolves

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF SACRAMENTO SUBURBAN WATER DISTRICT,

1. Does hereby place its full and unreserved support in the nomination of Robert Wichert for appointment as a Special District Commissioner or Alternate to the Sacramento Local Agency Formation Commission for all three open positions to be voted on this cycle, including the (1) four-year voting seat, (2) two-year voting seat, and (3) four-year alternative position.
2. Does hereby determine that any expenses incurred in connection with Robert Wichert's service on the Sacramento LAFCO shall be borne by the Sacramento Suburban Water District.


PASSED AND ADOPTED by the Board of Directors of the Sacramento Suburban Water District on this 21st day of July 2025 by the following vote:

AYES: Boatwright, Locke, Thomas, and Wichert.

NOES: None.

ABSENT: Jones.

By: _____


Robert P. Wichert
President, Board of Directors
Sacramento Suburban Water District

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of Directors of Sacramento Suburban Water District at a regular meeting hereof held on the 21st day of July 2025.

(SEAL)

By:



Dan York
General Manager
Sacramento Suburban Water District



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Position	Nominee's Name	Originating District
Two year term	Beau Reynolds	North Highlands Recreation and Park Dist.

SIGNATURE OF PRESIDING OFFICER: [Signature]
 (Original Signature Required)

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.

PRINTED NAME OF PRESIDING OFFICER: JOANNA McVay
 (Required)

NAME OF NOMINATING DISTRICT: North Highlands Recreation and Park Dist.

MINUTES ATTACHED (Optional): Yes No

NOMINEE IS RUNNING FOR POSITION: Regular (Voting): 4-year term 2-year term
 Alternate

Attest:
[Signature]
 District Secretary, Clerk or General Manager

Nominations must be received by LAFCO before 5:00 p.m. on September 15, 2025

Return to:

Sacramento LAFCo (clerk@saclafco.org or at the address above)

-
- Commissioners
 Rich Desmond, Pat Hume, County Members ■ Rosario Rodriguez, Alternate
 Lisa Kaplan, Mat Pratton, City Members ■ Phil Pluckebaum, Dr. Jayna Karpinski-Costa, Alternates
 Chris Little, Public Member ■ Timothy Murphy, Alternate
 Gay Jones, Vacant, Special District Members ■ Charlea Moore, Alternate
 Staff
 José C. Henriquez, Executive Officer ■ Desirae Fox, Kristi Grabow, Policy Analyst
 Nancy Miller, DeeAnne Gillick, Commission Counsel

Candidate Statement for LAFCO Special District Representative - Beau Reynolds

I am honored to be a candidate for the Local Agency Formation Commission (LAFCO) and would be privileged to serve the community in this vital role. As an elected member of the North Highlands Recreation and Park District since 2020, I have had the opportunity to work closely with local agencies and residents to improve services and strengthen our community. My experience in local governance has equipped me with a deep understanding of the complexities of public service, and I am eager to bring that knowledge to LAFCO.

Throughout my time on the North Highlands Recreation and Park District board, I have worked tirelessly to ensure that our community receives high-quality services, fosters collaboration between local agencies, and advocates for the needs of residents. This experience has given me a hands-on understanding of how government agencies can work together to meet the needs of their constituents, and how important it is to make informed, responsible decisions that benefit all.

If elected to LAFCO, I will prioritize the following:

- **Ensuring Efficient and Transparent Services:** I am committed to making sure that local government agencies operate efficiently, minimizing redundancy and maximizing the value of taxpayer dollars. It's important that we continually assess the effectiveness of the services provided to our residents.
- **Promoting Sustainable Development:** I will advocate for land use decisions that prioritize smart growth and environmental sustainability, balancing the needs of development with the protection of our natural resources and the long-term viability of our communities.
- **Supporting Collaborative Solutions:** My experience in the North Highlands Recreation and Park District has shown me the importance of collaboration between local agencies. I will work to ensure that LAFCO fosters a spirit of cooperation, sharing resources, and finding solutions that are in the best interest of our communities.
- **Advocating for Equity and Inclusion:** I will ensure that LAFCO decisions consider the diverse needs of our communities, especially those that have historically been underrepresented. Every resident deserves to have their voice heard, and I will work to ensure that no one is left behind in the decisions that impact their neighborhoods.

It would be an honor to bring my knowledge, passion, and commitment to public service to LAFCO. Together, we can build a more efficient, equitable, and sustainable future for our community.

Thank you for your consideration and support.



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Regular and Alternate

Position	Nominee's Name	Originating District
Director, Ward 1	Brandon D. Rose	Sacramento Municipal Utility District (SMUD)

SIGNATURE OF PRESIDING OFFICER: 
 (Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: Gregg Fishman
 (Required)

NAME OF NOMINATING DISTRICT: Sacramento Municipal Utility District (SMUD)

MINUTES ATTACHED (Optional): Yes No

NOMINEE IS RUNNING FOR POSITION: Regular (Voting): 4-year term 2-year term
 Alternate

Attest:

 District Secretary, Clerk or General Manager

**Nominations must be received by LAFCO before
 5:00 p.m. on July 31, 2025**

Return to:

Sacramento LAFCo (clerk@saclafco.org or at the address above)

Commissioners

Rich Desmond, Pat Hume, County Members ■ *Rosario Rodriguez, Alternate*
Lisa Kaplan, Mat Pratton, City Members ■ *Phil Pluckebaum, Dr. Jayna Karpinski-Costa, Alternates*
Chris Little, Public Member ■ *Timothy Murphy, Alternate*
Gay Jones, Vacant, Special District Members ■ *Charlea Moore, Alternate*

Staff

José C. Henriquez, Executive Officer ■ *Desirae Fox, Kristi Grabow, Policy Analyst*
Nancy Miller, DeeAnne Gillick, Commission Counsel

Arden Park Recreation and Park District Agenda Statement

Meeting Date: October 21, 2025

Item No. V.D

Item Title

Discussion of timeline for the search for a new General Manager

Item Summary

As you are aware, I will be retiring on April 30, 2026. Below is a proposed timeline for finding my replacement.

- October-November
 - Develop job posting
- December
 - Advertise
- January
 - Review applicants
- February 17 Board Meeting
 - Initial interview round
- February 24 Special Meeting
 - Second interviews
- March 17 Board Meeting
 - Award position
- May 1
 - New hire begins

If desired, I can work on an hourly contract basis to assist with onboarding and orientation of the new hire.



October 21, 2025

General Manager Report

Events

The Fall Festival went really well. We had 38 vendors and 6 sponsors. We're guessing that we had 2,000+ attendees over the day.

Our final events for the year are Holiday in the Park on Friday, December 5th, and our Sleigh Rides from December 6th-13th. Sleigh Ride registration opens on November 10th at 9:00 a.m.

Pool Issue

Our pool heater is down, which caused the Dolphins fall swim session to be cut short. Replacement parts for the heater are no longer manufactured so it has been challenging to find ways to get repairs done. We had to ship the broken heater ignition module to a third-party vendor in Chicago in hopes that it can be rebuilt. We may need to consider a replacement heating unit.

Arden Middle School Play Day

I met with the Vice-Principal and the staff coordinator about the Arden Middle School play day. We discussed some of the issues that came up on the last visit and they agreed to changes in the way that they operate on that day. Changes will include more supervision, a more thorough clean-up, locking the tennis courts and having Sheriff Deputies on site.

Communications

We have a new communications tool for outreach to the public. If you go to our website, you'll see a blue tab at the bottom right of the page that says Join Our Mailing List. Click on that and you can sign up to be notified when a new agenda is posted. You can also sign up for our Communicator list. We will use that to post important upcoming dates or information. We currently have 82 persons who have signed up for the list.

Standing Committee Reports

HR Subcommittee

Staff will be working with the committee on an updated District Operations Policy Manual now that the Personnel Manual is completed.

Facilities Subcommittee

I have reached out to a commercial real estate broker to help provide guidance in the negotiations on the fire station.

Security Report

Calls for Service

Location Arden Parks & Recreation 1000 La Sierra dr,

2025-09-18 9:07 PM

Suspicious Person

Call Summary

The reporting person called to advise of a male and a female wearing dark clothing hanging out on the left-hand side sitting on the benches in the park area. She said that she noticed them at around 1900, and would like patrol to check it out and have them leave the park.

Location Arden Parks & Recreation 1000 La Sierra dr

2025-09-26 10:22 PM

Disturbance - Public

Call Summary

The reporting person called to advise of loud people at Cresta Park.

Disposition

The subjects were removed from the park.

Location Arden Parks & Recreation 1000 La Sierra dr,

2025-10-12 3:23 PM

Disturbance - Business

Call Summary

The caller is reporting that a man is BBQ ing at cresta park. He appears to be in his 40s and is with a young child. He is described as appearing to be middle eastern origin. The man is described as located near the tennis courts.

Requires Officers Response

Yes

Disposition

Greer, Daniel

Cleared Time

2025-10-12 3:31 PM

Disposition

I approached the group sitting by the barbecue grill. The grill was no longer in use so I let them know for future reference they cannot bring a grill on the grass and they can use the grills that are already on the property.

Security Report Outliers

#25-38884

Vehicle Patrol Visit

Lt. Webster Jonathan

7:00 PM

Arrive

2025-10-16 7:00 PM

Depart

2025-10-16 7:30 PM

Patrol Details

When I arrived at Arden Park there was a large gathering in the parking lot as well as in different areas of the park itself and the community room was also being utilized. as I was locking up the restroom the Swim coach and a parent notified me that their child was missing. The child's name is Nolan. We spent several minutes scouring the park in different areas looking for Nolan. After several minutes the mom finally got in contact with the dad who drove down some adjacent streets and found the child. I was unable to lock up the park or set the alarm completely.

#25-38222

Vehicle Patrol Visit

Nicholas Clopton

5:26 PM

Arrive

2025-10-12 5:26 PM

Depart

2025-10-12 5:46 PM

Patrol Details

I, Officer Clopton, began my patrol of Cresta Park at 1726. All observed activities appeared to be within the normal range of behaviors. Two kids were seen on a dirt bike just outside the park and were advised to park rules concerning their usage inside the park. The site appeared to be secure at the time that I left.

#25-38219

Foot Patrol

Greer, Daniel

4:00 PM

Foot Patrol Started

2025-10-12 4:00 PM

Foot Patrol Ended

2025-10-12 5:00 PM

Foot Patrol Details

Upon my arrival at Cresta Park I observed a transient man with a baby stroller with him belongings next to him, sleeping in the grass near the basketball court. I approached him and got him to wake up. Although agitated, he left the property after collecting his belongings. The two birthday parties are still going, both crowds have grown larger but no issues observed. The bathrooms are clear of any issues at this time as well as the tennis court.

#25-38216

Foot Patrol

Greer, Daniel

3:00 PM

Foot Patrol Started

2025-10-12 3:00 PM

Foot Patrol Ended

2025-10-12 4:00 PM

Foot Patrol Details

Upon my arrival at Arden Park I see the parking lot is full with groups spread across the park. The playground area is in use at this time. A group was barbecuing near the entrance of the park but has since stopped and has been let know barbecuing on the grass is not allowed. No other unsolicited activity has been observed at this time

#25-37962

Vehicle Patrol Visit

Lozinto Eric

Arrive

2025-10-11 11:45 PM

Depart

2025-10-11 12:21 AM

Patrol Details

Patrol officer lozinto Patrolled the perimeter of the park In which this includes the bathrooms play grounds and tennis courts basketball court and the surrounding area On this round I spotted 3 people in the park so they took off running, I caught 2 white males, teenagers. I asked someone near noonin park, they said never knew nothing. I found no damage or nothing to the park. So I sent them home, lost the third one. Can't take pictures of them because that's against the rules. So I can't show you who they were

#25-38076

Vehicle Patrol Visit

Nicholas Clopton

Arrive

2025-10-11 7:36 PM

Depart

2025-10-11 8:01 PM

Patrol Details

I officer clopton arrived at Arden Parks and Recreations at 1936. Arden park was locked up without issue. At cresta park a party was observed. Upon arrival the party appeared to be winding down and the participants requested time to clean up before leaving. They expressed confusion, asking if it was 9pm already and the closing time change was explained. The bathrooms were locked shortly thereafter. The site appeared to be secure at the time that I left.

#25-37302

Vehicle Patrol Visit

Lozinto Eric

Arrive

2025-10-07 3:03 AM

Depart

2025-10-07 3:26 AM

Patrol Details

Patrol officer lozinto Patrolled the perimeter of the park In which this includes the bathrooms play grounds and tennis courts basketball court and the main office and the surrounding area all clear I found a homeless person sleeping back in the Tennis courts. I asked him to leave, he got up and left. But then he made it out to the front of the street at Arden park, and he laid down in the gutter. I asked them again to leave and you said it's a public street and there's nothing I can do. My hands are tide.

#25-37005

Vehicle Patrol Visit

Nicholas Clopton

Arrive

2025-10-05 5:31 PM

Depart

2025-10-05 5:51 PM

Patrol Details

I officer clopton arrived at cresta park at 1731. Observed activity included a party with a bounce house and children playing sports. Two boys were seen driving a motorized bike

through the park but moved and left too quickly for intervention. The site appeared to be secure at the time that I left.

#25-36684

Vehicle Patrol Visit

Lt. Webster Jonathan

3:20 PM

2025-10-03 3:20 PM

Depart

2025-10-03 3:40 PM

Patrol Details

I observed three young boys who are riding on electric scooters and bikes through the park. They were stopped and talked to and told that they were not allowed to do that. They apologized and agreed and asked some clarifying questions about the scooters being in the park. All of their questions were answered and they went on about their day.

#25-35871

Vehicle Patrol Visit

Lt. Webster Jonathan

2025-09-29 6:25 PM

Depart

2025-09-29 6:45 PM

Patrol Details

Once I arrived on site I noticed the volleyball game has been set up and kids are actively playing in the park and playground area. I do not see any electric scooters or bikes of any kind at this time. As I was preparing to leave the site I observed three kids on motorized bikes going through the park they were stopped and told that they needed to leave and were not allowed to ride electric scooters inside the park they apologize and left the area immediately

#25-35151

Vehicle Patrol Visit

Lt. Webster Jonathan

Arrive

2025-09-25 6:10 PM

Depart

2025-09-25 6:40 PM

Patrol Details

Once I was on site for approximately 5 to 10 minutes the group that I continuously have problems with has slowly started to arrive at the park. I made my presence and position no to one of the individuals who was setting up the volleyball net. He was asked and reminded about the scooters. He responded to me that he had a conversation and that there will not be any more scooters. I remained on site several minutes after to ensure none of the other groups brought any sort of electric motor anything.

#25-34931

Vehicle Patrol Visit

Lt. Webster Jonathan

7:00 PM

2025-09-24 7:00 PM

Depart

2025-09-24 7:35 PM

Patrol Details

When I arrived at Cresta Park, I observed several kids on motorized scooters or bikes. All of the groups were engaged and told that they needed to leave the park and not have any motorized bikes in the park area. I also spoke with a mother of one of the boys and she was made aware of the rules as well. After a while walking around the park the kids started riding the motor scooters again to the point where I had to call the children over to me and have them leave their scooters with me while they grab their parents. I then spoke with a few of the parents who understood the rule of the park but there was one parent who argued with me about it. Body Cam footage can be viewed and obtained through CSA Management.

#25-33627

Vehicle Patrol Visit

Lozinto Eric

8:55 PM

Arrive

2025-09-17 8:55 PM

Depart

2025-09-17 9:22 PM

Patrol Details

Patrol officer lozinto Patrolled the perimeter of the park In which this includes the bathrooms are locked the main office the alarm system is set the Tennis courts and basketball court and playgrounds and the surrounding area all clear Ran into a couple people sitting on the grass. I had to ask them to leave. The park was closed, also found in Afghani. Rug over by the handball courts The firehouse gate is locked and the main gate to Arden park is locked Everything appears to be fine at this time