

REQUEST FOR PROPOSALS (RFP)

Comprehensive Review and Update of Personnel Manual, Salary Schedule, Job Descriptions, and Organizational Structure

Kern Council of Governments (Kern COG)

RFP Release Date: October 22, 2026

1. INTRODUCTION

The Kern Council of Governments (Kern COG) serves as the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for Kern County. Kern COG develops and updates regional transportation plans, allocates state and federal transportation funds, and coordinates regional policy discussions involving transportation, air quality, and related issues. The agency provides a forum for elected officials and the public to participate in regional planning processes.

2. NOTICE OF REQUEST FOR PROPOSALS

Kern COG invites proposals from qualified human resources and legal professionals, as well as firms experienced in local government operations, to complete a comprehensive review and provide recommended revisions to the agency's Personnel Manual, salary schedule, job descriptions, and organizational structure as adopted in Resolution 26-20 (FY 2026–2027 Budget).

The consultant will evaluate current personnel policies, identify inconsistencies, propose updates aligned with best practices, and ensure compliance with applicable California and federal laws. Submission of a proposal does not obligate Kern COG to award a contract, and the agency reserves full discretion to accept or reject any proposal.

3. PROPOSALS REQUESTED

Kern COG seeks proposals from qualified respondents capable of providing professional human resources and legal consulting services to review and revise the Personnel Manual, job descriptions, organizational structure, and salary schedule. Respondents with proven experience working with public-sector agencies are strongly encouraged to apply.

4. BACKGROUND

Kern COG currently employs 17 full-time staff utilizing seven job classifications. Historically, the agency has employed up to 22 staff across 10 job classifications. Exhibits A through C include:

- A. Current Organizational Structure and Wage Scale
- B. Current Personnel Manual

C. Sample Agreement

Additional agency information is available at www.kerncog.org.

5. SCOPE OF WORK

The selected consultant shall provide a comprehensive review and recommendations addressing compliance, clarity, and alignment with agency practices. Work includes, but is not limited to:

- A. Reviewing all job titles, job descriptions, duties, pay scales, organizational structure, pay adjustments, COLAs, benefits, and compensated-absence liabilities.
- B. Conducting a salary and organizational structure study comparing Kern COG with similar-sized public agencies and MPOs.
- C. Providing draft recommendations to management based on study findings.
- D. Reviewing proposed Personnel Manual revisions for compliance with mandates effective January 1, 2027.
- E. Preparing additional revisions to ensure consistency with agency goals and best practices, including policies related to:
 - a. Organizational structure, job titles, and descriptions
 - b. Salary scales and compensation
 - c. Benefits and employee perks
 - d. Work schedules and telecommuting
 - e. Employee evaluations, promotions, and discipline
 - f. Reasonable accommodation processes
 - g. Harassment and discrimination
 - h. Leave policies
 - i. Employment status designations
 - j. Code of conduct and appearance
 - k. Background checks and drug/alcohol policies
- F. Presenting final recommendations and draft revisions at a Kern COG Board meeting. Agenda materials must be submitted nine days prior to the meeting.

6. ANTICIPATED DELIVERABLES

- A. Meetings with management to confirm scope, expectations, and project coordination.
- B. Review of all relevant documents including the Personnel Manual, organizational structure, job descriptions, and Resolution 26-20.
- C. A draft written report documenting review methodology, findings, and recommendations.
- D. Draft revisions to all relevant personnel documents.
- E. Editable electronic files of all deliverables.

7. PROPOSAL REQUIREMENTS

7.1 General Instructions

Respondents must fully understand all requirements. Submission constitutes acknowledgment of the terms and conditions of this RFP.

7.2 Submission Requirements

Proposals must include **three (3) hard copies** delivered and **one (1) PDF copy** emailed, and received no later than: **4:00 PM PST, November 9, 2026**

Proposals must include:

1. Cover page with respondent information and acknowledgment of agreement terms (max 2 pages).
2. Statement of qualifications and key personnel (max 2 pages).
3. Summary of relevant experience, including client names and project types (max 2 pages).
4. Client references (minimum 3; max 2 pages).
5. Proposed scope, schedule, billing approach, and contingency request (max 2 pages).

Proposal Delivery Address:

Kern Council of Governments

1401 19th Street, Suite 300

Bakersfield, CA 93301

Attn: Stephan Sanchez, Deputy Director of Administration

Email for questions and to submit PDF copy: ssanchez@kerncog.org

8. INCURRING COSTS

Kern COG is not responsible for any costs incurred in preparing or submitting a proposal. Respondents shall indemnify and hold Kern COG harmless from any claims arising from proposal preparation activities.

9. WITHDRAWAL OF SUBMITTALS

Proposals may be withdrawn in writing prior to the submission deadline. Withdrawals must be signed by an authorized representative.

10. EVALUATION AND SELECTION

Proposals will be evaluated on a 100-point scale

Scoring criteria:

1. Cover page and introduction: 10 points
2. Qualifications: 20 points
3. Relevant experience: 20 points
4. References: 20 points
5. Scope, schedule, and rates: 20 points
6. Firm reputation and professionalism: 10 points

Interviews may be conducted at Kern COG's discretion. The selected respondent will enter contract negotiations and is expected to begin work immediately upon contract execution.

11. GENERAL CONDITIONS

Kern COG reserves the right to:

- Negotiate with any respondent
- Request clarifications or additional information
- Modify or withdraw this RFP
- Reject any or all proposals
- Adjust the scope, schedule, or selection process

All proposals become public records subject to disclosure under the California Public Records Act. Responses should be concise and not exceed 10 pages plus appendices (25 pages total).

12. SELECTION PROCESS AND SCHEDULE

Issue RFP: October 22, 2026

Pre-bid Meeting (Microsoft Teams): October 29, 2026, 2:00 PM

Proposal Deadline: November 9, 2026, 4:00 PM

Final Scoring Issued: November 11, 2026, 3:00 PM

Notice of Intent to Award: November 11, 2026, 5:00 PM

Draft Contract Due: November 12, 2026, 3:00 PM

Protest Deadline: November 18, 2026, 4:00 PM

KCOG Board meeting to Review and Approval: November 19, 2026, 6:30 PM

Contract Execution: November 30, 2026, 3:00 PM

Work Commences: December 1, 2026, 9:00 AM

Final Draft and deliverables Due: March 5, 2027, 3:00 PM

KCOG Board meeting and Presentation of deliverables: March 18, 2027, 6:30 PM

Exhibits

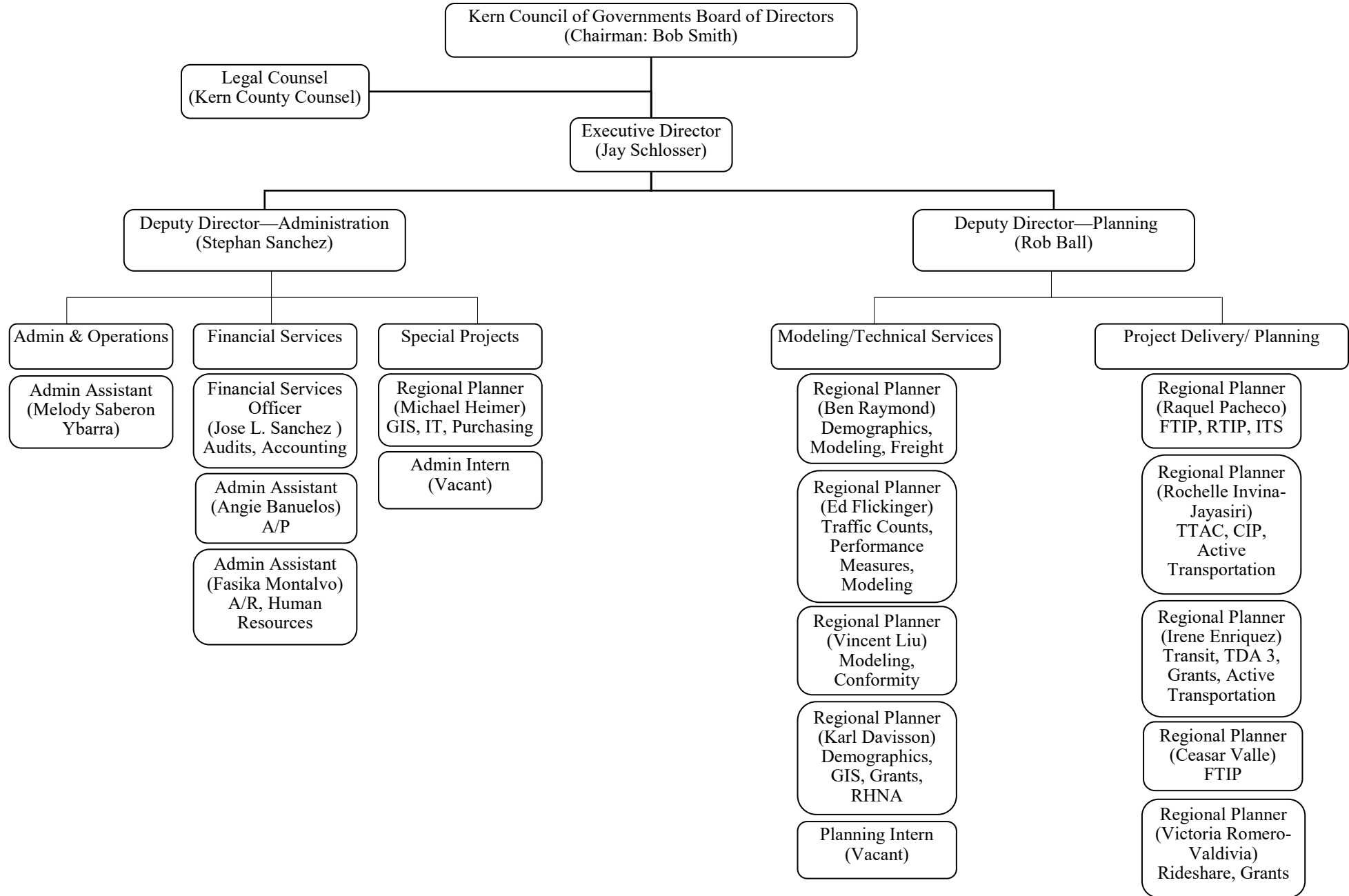
A. Organizational Chart and Wage Scale

B. Personnel Manual

C. Sample Agreement

EXHIBIT A:
ORGANIZATIONAL CHART, WAGE SCALE, PERSONNEL EXPENDITURE SUMMARY

Kern Council of Governments Organization Chart
Fiscal Year 2026-27



Kern Council of Governments

STAFF

<u>Name</u>	<u>Position</u>
John (Jay) Schlosser	Executive Director
Robert Ball	Deputy Director - Planning
Stephan Sanchez	Deputy Director - Administration
Benjamin Raymond	Regional Planner
Raquel Pacheco	Regional Planner
Ed Flickinger	Regional Planner
Michael Heimer	Regional Planner
Vincent Liu	Regional Planner
Rochelle Invina-Jayasiri	Regional Planner
Irene Enriquez	Regional Planner
Karl Davisson	Regional Planner
Cesar Valle	Regional Planner
Victoria Romero Valdivia	Regional Planner
Jose Leon Sanchez	Financial Services Officer
Fasika Montalvo	Administrative Assistant
Angelica Banuelos	Administrative Assistant
Melody Ybarra Saberon	Administrative Assistant
(Vacant)	Part-Time Planning Intern
(Vacant)	Part-Time Administrative Intern

KERN COUNCIL OF GOVERNMENTS
POSITION CLASSIFICATION & SALARY SCHEDULE

Bi-weekly Pay

(rev. 05/21/2026)

Position/Class	Deputy Director Administration	Deputy Director Planning	Financial Services Officer	Regional Planner	Administrative Assistant	Executive Secretary	Office Services Specialist	Planning/Admin Intern	Proposed Per Hour
1	\$ 4,287.83	\$ 4,287.83	\$ 3,712.31	\$ 2,415.34	\$ 2,341.35	\$ 1,885.77	\$ 1,419.96	\$ 1,680.00	\$ 21.00
2	\$ 4,395.03	\$ 4,395.03	\$ 3,805.11	\$ 2,475.72	\$ 2,399.89	\$ 1,932.91	\$ 1,455.46	\$ 1,722.00	\$ 21.53
3	\$ 4,504.90	\$ 4,504.90	\$ 3,900.24	\$ 2,537.61	\$ 2,459.88	\$ 1,981.24	\$ 1,491.84	\$ 1,765.05	\$ 22.06
4	\$ 4,617.53	\$ 4,617.53	\$ 3,997.75	\$ 2,601.05	\$ 2,521.38	\$ 2,030.77	\$ 1,529.14	\$ 1,809.18	\$ 22.61
5	\$ 4,732.96	\$ 4,732.96	\$ 4,097.69	\$ 2,666.08	\$ 2,584.42	\$ 2,081.54	\$ 1,567.37	\$ 1,854.41	\$ 23.18
6	\$ 4,851.29	\$ 4,851.29	\$ 4,200.13	\$ 2,732.73	\$ 2,649.03	\$ 2,133.57	\$ 1,606.55	\$ 1,900.77	\$ 23.76
7	\$ 4,972.57	\$ 4,972.57	\$ 4,305.14	\$ 2,801.05	\$ 2,715.25	\$ 2,186.91	\$ 1,646.71	\$ 1,948.28	\$ 24.35
8	\$ 5,096.89	\$ 5,096.89	\$ 4,412.77	\$ 2,871.08	\$ 2,783.13	\$ 2,241.59	\$ 1,687.88	\$ 1,996.99	\$ 24.96
9	\$ 5,224.31	\$ 5,224.31	\$ 4,523.08	\$ 2,942.85	\$ 2,852.71	\$ 2,297.63	\$ 1,730.08	\$ 2,046.92	\$ 25.59
10	\$ 5,354.92	\$ 5,354.92	\$ 4,636.16	\$ 3,016.42	\$ 2,924.03	\$ 2,355.07	\$ 1,773.33	\$ 2,098.09	\$ 26.23
11	\$ 5,488.79	\$ 5,488.79	\$ 4,752.07	\$ 3,091.83	\$ 2,997.13	\$ 2,413.94	\$ 1,817.67	\$ 2,150.54	\$ 26.88
12	\$ 5,626.01	\$ 5,626.01	\$ 4,870.87	\$ 3,169.13	\$ 3,072.06	\$ 2,474.29	\$ 1,863.11	\$ 2,204.31	\$ 27.55
13				\$ 3,248.36	\$ 3,148.86				
14				\$ 3,329.57	\$ 3,227.58				
15				\$ 3,412.81	\$ 3,308.27				
16				\$ 3,498.13	\$ 3,390.98				
17				\$ 3,585.58	\$ 3,475.75				
18				\$ 3,675.22	\$ 3,562.65				
19				\$ 3,767.10	\$ 3,651.71				
20				\$ 3,861.28	\$ 3,743.00				
21				\$ 3,957.81	\$ 3,836.58				
22				\$ 4,056.75	\$ 3,932.49				
23				\$ 4,158.17	\$ 4,030.81				
24				\$ 4,262.13	\$ 4,131.58				
25				\$ 4,368.68	\$ 4,234.87				
26				\$ 4,477.90	\$ 4,340.74				
27				\$ 4,589.85	\$ 4,449.26				

Executive Director: \$5,855.85 to \$9,086.70 (salary is negotiable)

KERN COUNCIL OF GOVERNMENTS
PERSONNEL EXPENDITURE SUMMARY
FISCAL YEAR 2026-27

(Revision Date: May 11, 2026)

Account Title	Account Number	Planning Division	Administrative Division	2026-27 Proposed Budget	2025-26 Estimated	2024-25 Estimated
Salaries and Wages--Regular	6110	\$ 1,553,382	\$ 571,863	\$ 2,125,245	\$ 2,288,724	\$ 2,052,859
Salaries and Wages--Extra Help	6200	\$ 48,184	\$ 12,000	\$ 60,184	\$ 50,414	\$ -
Social Security	6410	\$ 85,469	\$ 35,449	\$ 120,918	\$ 120,962	\$ 105,160
Medicare	6410	\$ 21,917	\$ 8,290	\$ 30,207	\$ 30,278	\$ 30,191
Retirement	6430	\$ 532,709	\$ 222,727	\$ 755,436	\$ 700,306	\$ 881,300
Health Insurance	6510	\$ 251,548	\$ 76,296	\$ 327,844	\$ 378,302	\$ 446,554
Dental Insurance	6510	\$ 12,621	\$ 5,570	\$ 18,191	\$ 19,225	\$ 13,899
Vision Insurance	6510	\$ 3,859	\$ 1,470	\$ 5,329	\$ 5,968	\$ 5,196
Disability Insurance	6590	\$ 11,185	\$ 4,231	\$ 15,416	\$ 15,452	\$ 13,556
Life Insurance	6540	\$ 5,832	\$ 2,381	\$ 8,213	\$ 7,584	\$ 8,877
Unemployment Insurance	6570	\$ 15,871	\$ 6,003	\$ 21,874	\$ 21,925	\$ 22,256
Workers Compensation Insurance	6600	\$ 6,074	\$ 2,530	\$ 8,604	\$ 7,667	\$ 4,420
BUDGET TOTAL		\$2,548,651	\$ 948,810	\$ 3,497,461	\$ 3,646,807	\$ 3,584,268

NOTE: Includes 17 full-time regular positions 2 part-time positions

EXHIBIT B:
PERSONNEL MANUAL

PERSONNEL

ARTICLE I.	PURPOSE	68
ARTICLE II.	ORGANIZATIONAL STRUCTURE AND CLASSIFICATION SPECIFICATIONS	69
ARTICLE III.	ASSIGNMENT OF RESPONSIBILITIES.....	71
ARTICLE IV.	EQUAL EMPLOYMENT OPPORTUNITY	72
ARTICLE V.	RECRUITMENT AND SELECTION PROCEDURES	79
ARTICLE VI.	TERMS OF EMPLOYMENT	82
ARTICLE VII.	STANDARD WORK PERIODS	83
ARTICLE VIII.	COMPENSATION AND BENEFITS	84
ARTICLE IX.	EMPLOYEE ORIENTATION AND RECORDS.....	97
ARTICLE X.	PERFORMANCE EVALUATION.....	98
ARTICLE XI.	EMPLOYEE RULES AND REGULATIONS	99
ARTICLE XII.	INTERNET ACCEPTABLE USE POLICY.....	109
ARTICLE XIII.	DISCIPLINE PROCEDURE	115
ARTICLE XIV.	GRIEVANCE PROCEDURE	116
ARTICLE XV.	LEAVES OF ABSENCE	118
ARTICLE XVI.	SEPARATION PROCEDURE	129
ARTICLE XVII.	DRESS CODE	130
ARTICLE XVIII.	CONFLICTS OF INTEREST	131
ARTICLE XXIV.	DRUG-FREE WORK PLACE POLICY	132
APPENDIX A	Organization Chart.....	134
APPENDIX B	Position Specifications	135
APPENDIX C	Pre-Employment Inquiries.....	159
APPENDIX D	Performance Evaluation.....	166
APPENDIX E	Political Activities.....	170
APPENDIX F	Orientation Procedures	172
APPENDIX G	Position Classifications and Salary Schedule	175
APPENDIX H	Internet Acceptable Use Policy	176

ARTICLE I. PURPOSE

Section 1. General Purpose

Employment conditions affect work performance as much as assigned tasks. This manual will elaborate on work conditions and shall be used as a guide in all personnel practices.

Kern Council of Governments (hereinafter referred to as "Kern COG") has prepared this manual to provide all employees an explanation of Kern COG's policies, benefits and rules. It is intended to familiarize all employees with important information about Kern COG, as well as information regarding their own privileges and responsibilities. It is important that all employees read, understand, and follow the provisions of the handbook as it may be amended from time to time by Kern COG. Employees will find it to their advantage to read the entire manual promptly so that they will have a complete understanding of the material covered. As revisions are made, updated information will be distributed to all employees promptly, with updated material inserted promptly in all handbooks available for employee reference.

It is obviously not possible to anticipate every situation that may arise in the work place or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this manual change from time to time. Accordingly, Kern COG must reserve the right to modify, supplement, rescind or revise any provision of this handbook from time to time as it deems necessary or appropriate in its discretion. Employees will, of course, be advised of changes when they occur. Employees shall note, however, that only the Executive Director has the right to revise any provision or policy in this handbook, with such revisions made in writing only and signed by the Executive Director of Kern COG. Any written changes to this handbook will be distributed to all employees. No oral statements can in any way change or alter the provisions of the handbook.

If an employee has any difficulty reading or understanding any of the provisions of this manual, they shall contact their supervisor. They will gladly make assistance available to any employee who is unable to understand Kern COG's policies.

Kern COG strives to improve its operations, the services that it provides its clients, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of their supervisor or the Executive Director. By working together, Kern COG hopes that it will share with its employees a sincere pride in the work place and the services that we are all here to provide.

Section 2. General Application

The Kern Council of Governments (Kern COG) declares that its personnel policies and procedures shall be governed by the regulations herein set forth, together with other personnel regulations, as may from time to time be prescribed by the Council.

ARTICLE II. ORGANIZATIONAL STRUCTURE AND CLASSIFICATION SPECIFICATIONS

Section 1. Position Designations

A formal "Organizational Structure," which includes each position and its relationship to every other position, shall be created. (see Appendix A for current organizational structure) The Council shall review the organizational structure each year and approve new positions in conjunction with the budgeting process.

Section 2. Classification Plan and Position Specifications

A classification plan and position specifications shall be created for each position and approved by the Council. (see Appendix B for current specifications)
EMPLOYEE STATUS:

Introductory Employees:

Employees who are in the Introductory Period, as described on page 79, are called "Introductory" employees.

Regular Employees:

Employees who are hired for an indefinite and unspecified duration are called "regular" employees. Unless the employee is specifically informed that the job is for a limited duration, the job is for an indefinite period.

Temporary Employees:

Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads or emergencies. An employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by the Executive Director. Temporary employees are completely ineligible for employer-sponsored benefits.

EMPLOYEE CLASSIFICATION:

Exempt Employees:

This classification includes all full-time employees who are classified by Kern COG as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Employees in this classification are expected to work eight hours per day, Monday through Friday, or more hours per day if necessary to accomplish their work tasks. These employees' salaries are based on a job to be accomplished and not on a specific number of hours worked each week. Exempt employees are not required to maintain a daily timecard, but are required to turn in a report of any sick, vacation or special time taken off during each pay period. Exempt employees are eligible to earn various employee benefits, as described in the various sections of this handbook. Such employees include those employees who qualify as exempt executive, administrative or professional employees.

Non-Exempt Employees:

Non Exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Generally, employees in this classification are entitled to premium pay for work in excess of 40 hours in a workweek. These employees are required to maintain a daily timesheet, recording hours worked each day. Non Exempt employees will begin to earn various employee benefits, as described in the various sections of this handbook.

EMPLOYEE CATEGORY:

Full-Time Employees:

Any employee who is regularly scheduled to and does work 40 hours per workweek is considered a full time employee. Full time employees are eligible to receive employer sponsored benefits, as noted within this handbook.

Part-Time Employees:

Any employee who is regularly scheduled to and does work less than 40 hours per workweek is considered a part time employee. Part time employees are eligible to receive some employer sponsored benefits, as noted within this handbook.

Part-time employees who are asked to work 40 hours per week on a temporary basis will not be classified as a full-time employee unless Kern COG, in its discretion, concludes and informs the employee in writing that they will be considered a full-time employee.

Section 3. Salary Schedule

A salary schedule shall be approved by the Council as part of the annual budgeting process. (see Appendix G for current schedule)

Section 4. Anniversary Date

Kern COG considers an employee's anniversary date to be the date of the first day an employee actually begins working for Kern COG.

Section 5. Length of Service

Kern COG considers an employee's length of service to be the total number of all full and partial months that an employee has worked for Kern COG, with the exception of those employees who return 30 calendar days or less after leaving Kern COG's employ. An employee who changes job classifications shall retain length of service credits accrued in all previous job classifications for purposes of determining length of service. Kern COG utilizes length of service only in determining benefit accrual.

Section 6. Reductions/Adjustments in Force

Kern COG is interested in continued increases in its growth and productivity. Accordingly, it will attempt to avoid cutbacks and reductions and adjustments in force whenever feasible. However, depending upon the circumstances that give rise to such a situation, Kern COG may respond in several ways, including offering a voluntary reduction of hours or days of work, reducing employees' hours or days of work, or implementing a reduction in staff, i.e., layoff.

ARTICLE III. ASSIGNMENT OF RESPONSIBILITIES

Section 1. Council Duties

The Council shall establish the personnel policies, rules and procedures for Kern COG. Under the direction of the Council, these policies are administered by the Executive Director. The Executive Director serves at the pleasure of the Council (as set out in an employment agreement) and shall direct the daily operations of Kern COG, including the direction, hiring, and dismissal of all full- and part-time employees.

The Council shall review the organizational structure and approve positions, as necessary, to carry forth the duties and responsibilities of Kern COG. The appropriate budget allocations shall be made to fund the approved positions.

The Council shall serve as the final hearing board for all employee grievances. The Council shall hear grievances cases only after the grievance procedures herein set forth have been followed.

Section 2. Executive Director Duties

The Executive Director shall be responsible for administering the personnel policies and procedures as established by the Council. The Executive Director shall be responsible

for appointing and managing appropriate staff members as is necessary to execute the duties of Kern COG.

ARTICLE IV. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Equal Employment Opportunity

Kern COG believes that equal opportunity is a fundamental principle in conducting business, and has promoted this principle as a basic policy in the governing of Kern COG. Kern COG believes that all persons are entitled to equal employment opportunity and does not discriminate against its employees or applicants based on any protected category as defined by law, including, but not limited to: race, color, religion, sex, pregnancy, national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, gender expression, military status, or any other grounds prohibited by state or federal law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

This policy not to discriminate in employment also includes, but is not limited to, the following:

1. Kern COG will employ those applicants who possess the necessary skills, education, and experience for the position, without regard to race, color, religion, sex, pregnancy, national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, gender expression, or military status.
2. No employee will aid, abet, compel, coerce, or conspire to discharge or cause another employee to resign because of race, color, religion, sex, pregnancy, national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, gender expression, or military status.
3. Kern COG will establish rates of pay and terms, conditions, or privileges of employment without regard to race, color, religion, sex, pregnancy, national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, gender expression, or military status.
4. Kern COG will use, for job referral purposes, only those employment agencies that do not discriminate on the basis of race, color, religion, sex, pregnancy, national origin, ancestry, sexual orientation, age, marital

status, gender identity, physical or mental disability, medical condition, genetic information, gender expression, or military status.

Kern COG seeks to comply with legal requirements to ensure equal employment opportunities for persons who are qualified individuals with a disability. In order to make known to Kern COG the person's disability, any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact their supervisor and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Kern COG will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made for the employee or applicant. Kern COG will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. Kern COG will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Kern COG will make the accommodation.

If an employee believes they have been subjected to any form of unlawful discrimination, they are to provide a written complaint to their supervisor as soon as possible. If the complaint relates to the supervisor or the employee is uncomfortable speaking to the supervisor, they shall provide the complaint to the designated Executive Director. An employee's complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Kern COG will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation.

If Kern COG determines that unlawful discrimination has occurred, effective remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. Kern COG will not retaliate against an applicant or employee for filing a complaint and will not willingly permit retaliation by management employees or co-workers.

Executives, managers, supervisors, and employees who observe a violation of this policy or who receive a request for an accommodation should inform their supervisor immediately.

Employment decisions shall, therefore, comply with all applicable State and Federal laws prohibiting discrimination in employment.

Section 2. Immigration Law and Compliance

Kern COG is committed to full compliance with the Federal immigration laws. This procedure has been established by law and requires that every individual provide satisfactory evidence of his/her identity and legal authority to work in the United States.

Accordingly, all applicants who have been offered employment must comply with this procedure upon hire.

In an effort to comply with the stipulations of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990, it is the policy of Kern COG to follow the below-listed requirements:

1. All employees will fill out their part of the Employment Eligibility Verification form (Form I-9) upon hire.
2. The documents establishing an individual's identity and eligibility will be checked upon presentation of the completed Form I-9. If the individual does not have the appropriate documents available at this time, he or she must present the documents before beginning work. If the individual is unable to present the required documents(s), he or she must present (before beginning work) a receipt showing that he or she has applied for the document(s). The individual then must present the actual document within 90 days of the date employment begins. Any employee who does not comply with this stipulation is subject to immediate termination.
3. Kern COG will properly complete Form I-9 and retain the form for at least three years. If the person is employed for a period longer than this, Kern COG will retain the form for one year after the person leaves employment.
4. Kern COG will present the form for inspection to a U.S. Citizenship and Immigration Services (USCIS), Immigration and Customs Enforcement (ICE) or other department of Homeland Security, as well as a Department of Labor (DOL) officer, upon request.

The following documents have been designated for determining employment eligibility and establishing identity. These documents are not acceptable if they are expired.

1. Unexpired United States Passport.
2. Unexpired foreign passport which contains or is attached to an unexpired employment authorization.
3. Permanent Resident Card/Alien Registration Receipt Card, provided that it contains a photograph of the bearer.
4. Unexpired USCIS-issued Employment Authorization Document, which contains a photograph.

5. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with an unexpired Arrival-Departure Record.

If one of the above forms cannot be provided by the employee, one document establishing identity and one document establishing employment eligibility must be supplied. Lists of these documents are as follows:

DOCUMENTS THAT ESTABLISH IDENTITY

For individuals 18 years of age or older:

1. Driver's license or identification card issued by a state or outlying possession of the United States containing a photograph.
2. Identification card issued by a federal, state or local government agency or entity.
3. School identification card with a photograph.
4. Voter's registration card.
5. United States Military card or draft record.
6. Military dependent's identification card.
7. United States Coast Guard Merchant Mariner Card.
8. Native American tribal document.
9. Driver's license issued by a Canadian government authority.

For individuals under age 18 who are unable to produce one of the documents listed above:

1. School record or report card.
2. Clinic, doctor or hospital record.
3. Daycare or nursery school record.

If a minor does not have any of the identity documents listed above, he or she does not have to produce an identity document if a parent or legal guardian completes the appropriate sections of the Form I-9 for the minor. The minor will still be required to present one of the documents establishing employment eligibility listed below.

If a disabled person is hired by Kern COG through a special placement program and cannot present any of the identity documents listed above, he or she is not required to produce an identity document if a representative of the nonprofit organization, a parent or a legal guardian completes the appropriate sections of the Form I-9. The disabled person will still be required to present one of the documents establishing employment eligibility listed below.

DOCUMENTS THAT ESTABLISH EMPLOYMENT ELIGIBILITY (These documents are not acceptable if they are expired.)

1. United States social security card, other than one which has printed on its face "not valid for employment purposes."

Note: This must be a card issued by the Social Security Administration; a facsimile (such as a metal or plastic reproduction that people can buy) is not acceptable.

2. Certification of Birth Abroad issued by the Department of State.
3. An original or certified copy of a birth certificate issued by a state, county, or municipal authority or outlying possession of the United States bearing an official seal.
4. Native American tribal document.
5. United States Citizen Identification Card.
6. Identification Card for use by Resident Citizen in the United States.
7. Unexpired USCIS-issued employment authorization document (other than those listed under documents that establish both Identity and Employment Eligibility).

For more information regarding requirements and acceptable documents, the immediate supervisor may be contacted. For additional general information regarding the Immigration Reform and Control Act of 1986 or the Immigration Act of 1990, the local United States Citizenship and Immigration Services office may be contacted.

Section 3. Discrimination and Sexual Harassment

Kern COG is committed to providing a work environment that is free of sexual harassment. In keeping with this commitment, the employer maintains a strict policy prohibiting unlawful sexual harassment in any form.

To All Employees:

Sexual Harassment is prohibited by Kern COG, is against the law, and will not be tolerated.

Every employee should be aware of:

- what sexual harassment is
- what steps to take if harassment occurs
- state law prohibiting retaliation for reporting sexual harassment

If an employee has any questions or concerns about this area, they shall contact their supervisor or the Executive Director for further information.

What is Sexual Harassment?

Although many people think of sexual harassment as involving a male boss and a female employee, not all sexual harassment is done by males; sexual harassment can also involve a female boss and male employee. Sexual harassment often involves co-workers, other employees of Kern COG or other persons doing business with or for Kern COG. It's against the law for

females to sexually harass males or other females, and for males to harass other males or females.

Federal Law

Kern COG shall maintain an atmosphere in which each individual is able to perform his/her duties without fear of sexual harassment. The following conditions constitute sexual harassment and a violation of laws governing sex discrimination:

- a) When submission to sexually oriented actions is either an explicit or implicit term or condition of employment.
- b) When submission to or rejection of sexually oriented actions is used as a basis for an employment decision affecting the person.
- c) When such sexually oriented actions has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive work environment.

State Law

California law defines sexual harassment as:

1. Verbal harassment -- epithets, derogatory comments or slurs.

Examples: Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an employee's anatomy and/or dress, sexually oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.

2. Physical harassment -- assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.

Examples: Touching, pinching, patting, grabbing, brushing against or poking another employee's body, hazing or initiation that involves a sexual component, requiring an employee to wear sexually suggestive clothing.

3. Visual harassment -- derogatory posters, cartoons, or drawings.

Examples: Displaying sexual pictures, writings or objects, obscene letters or invitations, staring at an employee's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.

4. Sexual favors -- unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors.

Examples: Continued requests for dates, any threat of demotion, termination, etc., if requested sexual favors are not given, making or threatening reprisals after a negative response to sexual advances, propositioning an individual.

It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above with the state definition of sexual harassment are not meant to be a complete list of objectionable behavior.

Any employee who believes that he/she is being discriminated against or sexually harassed shall report promptly and directly to the Executive Director. A written report should be filed by the affected employee. The Executive Director is responsible for investigating the individual's claim and taking the necessary corrective disciplinary step(s).

The Council shall receive and consider claims involving the Executive Director.

Sexual Harassment Can Be Costly

If an employee is found to have engaged in sexual harassment, they may be personally liable for monetary damages. Kern COG will not pay damages assessed personally against an individual.

In addition, Kern COG will take disciplinary action -- termination is one possible action -- against any employee who engages in sexual harassment.

Protection Against Retaliation

Kern COG policy and California state law forbid retaliation against any employee who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.

Prohibited retaliation includes but is not limited to:

- demotion
- suspension
- failure to hire or consider for hire
- failure to give equal consideration in making employment decisions
- failure to make impartial employment recommendations
- adversely affecting working conditions or otherwise denying any employment benefit to an individual.

Additional Information

The Department of Fair Employment and Housing (DFEH) is the state agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filed, the DFEH has one year to investigate the complaint.

The Fair Employment and Housing Commission (FEHC), headquartered in San Francisco, decides cases prosecuted by the DFEH at the state level.

To contact the DFEH, consult the local telephone directory under State Government Offices or ask directory assistance for the number of Department of Fair Employment and Housing headquarters in Bakersfield or Sacramento.

The Equal Employment Opportunity Commission (EEOC) is the federal agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington, D.C.

If they find a complaint is justified, state and federal agencies have the power to order, among other actions, the wronged party be hired, given back pay, promoted, reinstated or granted damages for emotional distress. The agencies also may issue a "cease and desist" order to prevent further unlawful activity and order the violator to pay large fines.

Kern COG clearly does not tolerate harassment on the basis of any of the categories discussed in this policy and will take appropriate disciplinary action whenever such harassment is demonstrated. Any individuals engaging in such conduct contrary to Kern COG policy may be personally liable in any legal action brought against them. If there are any questions concerning this policy, an employee should contact their supervisor.

ARTICLE V. RECRUITMENT AND SELECTION PROCEDURES

Section 1. Recruitment Plan

A recruitment plan shall be created which will ensure fair and equal distribution of job announcements throughout the community.

To encourage females, minorities, veterans, and handicapped people to join the applicant pool, job announcements shall be included in publications that are directed towards these populations.

Section 2. Recruitment Notices

Job announcements or notices shall be prepared describing the available position(s) and qualifications, based on current classification specifications.

Advertisements for each position shall be consistent with specification and job announcements. Advertisements shall not indicate or imply any preference, limitation, specification, or discrimination based on race, color, religion, sex, national origin, handicap, age or veteran status. Advertisements shall indicate that Kern COG is an Equal Opportunity Employer."

Advertisements and announcements shall include a deadline date by which applications must be received. Dated copies of each announcement and advertisement shall be kept on file for recruitment records. Kern COG shall retain all recruiting and job announcement materials for a period of at least five (5) years after recruitment occurs.

Section 3. Application Process

An employment application shall be developed for use by Kern COG. The application shall be free from questions that may indicate bias or discrimination, in any form.

All applicants must complete and submit an application by the deadline specified on the job announcements; postmarks shall not be accepted. Resumes and cover letters may also be required. Receipt of all applications shall be acknowledged in a timely manner. When possible, a record shall be kept of how the applicants learned of the open position.

Section 4. Selection Procedure

The Executive Director or designee(s) shall formulate a selection process for each position, which provides for the following:

- a) Evaluation criteria shall be established before applications are reviewed. Criteria shall be based on the employment standards and qualifications stated in the current specifications.
- b) All applications and resumes submitted on or before the deadline shall be evaluated according to the criteria. The top candidates meeting the criteria shall be interviewed.
- c) Interviews shall be conducted for each available position.
- d) After the interviews, all candidates shall be ranked. The rank order shall be given to the Executive Director to determine which candidate will be chosen from the applicant pool.
- e) Once the selection is made and the individual accepts the appointment, the Executive Director or designee, shall notify all candidates of the decision.

Section 5. Interview Panel

The Executive Director or designee shall form an interview panel from qualified people throughout the area. The panel members shall create appropriate questions to determine qualifications of the candidates. The same set of questions shall be asked of each candidate for a particular position. (see Appendix C for a guide to pre-employment inquiries)

Section 6. Employment of Relatives and Roommates

Employees' relatives or roommates of employees are only eligible for employment with Kern COG upon the written preapproval of the Executive Director and only where no potential problems of supervision, safety, security, morale, or potential conflicts of interest exist.

Relatives include an employee's parent, child, spouse, brother, sister, in laws and step relationships.

If two employees marry, become related or become roommates, the Executive Director is to be informed immediately. If the Executive Director determines that potential problems noted above exist, only one of the employees will be permitted to stay with Kern COG unless reasonable accommodations can be made to eliminate the potential problems. The decision as to which relative/roommate will remain with Kern COG must be made by the two employees within 30 calendar days and communicated to the Executive Director, in writing. If no decision has been made during this time, both employees are subject to termination.

Section 7. Pre-employment Skills and Knowledge Testing

Kern COG may require prospective employees to complete a skills and/or knowledge exam as part of the interview process. This examination is provided by Kern COG at its sole expense. Consequently, there is no cost to the prospective employee. Examples of such examinations include skills and knowledge of clerical work, accounting, mechanical and trades.

Section 8. Department of Motor Vehicles (DMV) Record

All applicants applying for positions which would require them to operate a personal or a rental vehicle for Kern COG purposes must possess a driving record acceptable to Kern COG and Kern COG's insurance carrier to be hired for such positions. These applicants are required to provide the following, upon offer of employment:

1. Proof of automobile insurance (if driving a personal or a rental vehicle for Kern COG purposes), and
2. Valid driver's license.

Applicants who are applying for a position which includes the driving of a personal or a rental vehicle for Kern COG business shall note that a DMV printout is reviewed upon offer of employment. Applicants who are required to operate a personal or a rental vehicle for Kern COG purposes must also note that if their driver's license is suspended, revoked or expires, or if they receive a driving under the influence (DUI) violation, or if their automobile insurance expires or is canceled, their supervisor must be informed immediately. Failure to follow this policy is cause for disciplinary action, up to and including termination.

Section 9. New Employee Reporting

As required by state law, it is the policy of Kern COG to report the name, address and social security number of all new employees to the Employment Development Department, within 20 days of starting work.

Section 10. Eligibility for Rehire

Employees who are classified as "eligible for rehire" when they separate from Kern COG will be considered for rehire with other applicants, if they reapply for a position with Kern COG. Their

prior record with Kern COG will be considered; however, consent from the Executive Director is required to rehire any employee.

Please note that employees who are rehired following a break in service in excess of 30 calendar days for other than an approved leave of absence are considered "new" employees from the effective date of their reemployment for all purposes, including the determination of benefits.

ARTICLE VI. TERMS OF EMPLOYMENT

Section 1. Introductory Period

The first six (6) months of employment shall serve as a probationary period during which an employee may be terminated without notice or cause. Upon completion of the probationary period, a performance evaluation will be conducted to ascertain the advisability of continued employment on a regular basis. Employment may be terminated at any time, with or without cause, either during or after the probationary period.

Section 2. Faithful Performance of Duties

Each Kern COG employee shall perform faithfully all duties assigned pursuant to these policies, the applicable position specifications, and management directives. Each employee shall devote full, undivided attention to the transaction of Kern COG business and shall not accept outside employment without the prior approval of the Executive Director. Each regular full-time employee shall devote at least forty (40) hours per week to the performance of assigned duties, which will ordinarily require presence on the job for eight (8) hours per day, five (5) days per week, plus such reasonable time as may be required.

Section 3. Outside Employment

No employee shall be engaged in outside employment or activities that are inconsistent, incompatible or conflicting with his/her duties and responsibilities as a Kern COG employee. Evidence of such conflict of interest shall be interpreted as a breach of the terms of employment and serve as a basis for termination.

No employee shall use the authority or information privileges commensurate with his/her position for personal gain. Evidence of using a position for personal gain shall be interpreted as a breach of the terms of employment and serve as a basis for termination.

An employee who desires to be employed gainfully outside of Kern COG shall obtain prior permission from the Executive Director. Failure to do so may be interpreted as a breach of the terms of employment and serve as a basis for termination.

Section 4. Automobile Insurance

At all times during the term of employment, employee shall keep in full force and effect at employee's own expense, automobile insurance on each automobile owned or operated by employee, that is used at any time in the performance of employee's duties. Each policy of insurance must be issued by an insurance company duly licensed and qualified to do business in the State of California. Employee shall secure and keep in force such personal automobile insurance coverage in at least the amount of \$15,000 bodily injury per person; \$30,000 bodily injury per accident; and \$5,000 property damage.

Section 5. Termination of Employment

The Executive Director shall reserve the right to terminate employment at any time upon giving thirty (30) days written notice to the employee.

Management employees shall reserve the right to terminate employment at any time upon giving thirty (30) days written notice to the Executive Director.

Non-management employees shall reserve the right to terminate employment at any time upon giving fourteen (14) days written notice to the Executive Director.

The Executive Director shall reserve the right to terminate employment of an employee during Introductory status without notice.

ARTICLE VII. STANDARD WORK PERIODS

Section 1. Operating Hours

The normal operating hours for Kern COG shall be from 8 a.m., to 5 p.m., Monday through Friday. Any other hours worked must be pre-approved by the Executive Director or designated supervisors.

Section 2. Rest and Meal Periods

Non-Exempt employees are authorized and permitted to take a 10 minute paid rest period, near the middle of each four hour work period. During an eight-hour workday employees are permitted to take two 10-minute rest periods, and one, one-hour lunch period. These breaks may not be combined with or added to an employee's meal period and must be taken in a manner which allows flexibility due to work being performed, as determined by an employee's supervisor. All Non-Exempt employees are authorized to take one 10-minute rest break, and if agreed at the time of hire, one 30-minute meal break for working over four hours per day.

Section 3. Lactation Accommodation

Kern COG will provide employees with adequate facilities (other than restroom facilities) for expressing breast milk for their children in private. Employees will also be provided with a reasonable amount of break time to express breast milk. This break time will run concurrently with any break time already provided to the employee. However, if break time is not sufficient for the employee to express breast milk, additional time will be provided. When the additional time does not run concurrently or goes beyond any paid break time already authorized, the additional time will be unpaid. Kern COG may limit or decline to provide this accommodation if doing so seriously disrupts the employer's operations.

Section 4. Alternative Work Schedule

Participation in the "9/80" schedule will be at the discretion of the Executive Director. The bi-weekly work schedule will be comprised of eight 9-hour days and one 8-hour day. Participants in the "9/80" work schedule will be split such that half work every other Friday. The normal work day shall be redefined to be from 7:00 a.m. to 6:00 p.m., Monday through Friday.

Section 5. Daily Time Record

Each employee shall prepare a daily log of assignments performed and the time (in one-half hour increments) devoted to each assignment to be billed to the appropriate work element, as identified in the Kern COG "Overall Work Program." The logs shall be accumulated for purposes of accounting and budgetary analysis purposes. The employee shall sign each log sheet and obtain the signature of the employee's supervisor indicating the supervisor's review and approval.

ARTICLE VIII. COMPENSATION AND BENEFITS

Section 1. Compensation

All employees shall receive salary and wage considerations as follows:

- a) Base Ranges and Rates: Pursuant to Article II herein, base ranges and rates shall be as set forth in the Council approved Annual Position Classification and Salary Schedule and Financial Plan.
- b) Longevity Pay: An additional salary increment shall be paid for years of continuous service, as defined for vacation accrual rates, as follows:

Years of Continuous Service	Percent of Base Rate
10	2
15	4
20	6

All permanent classified positions except for the Executive Director, Planning Division Director, Principal Planner and Administrative Division Director, shall be eligible for longevity pay.

- c) Special Skills Pay: An additional salary increment of \$25 per pay period shall be paid to employees demonstrating and using special skills in addition to the normal duties of their position. Special skills may include, but will not be limited to bilingual communication, and network administration. The Executive Director shall determine who is eligible for the special skills pay.

Section 2. Paydays

All employees shall be paid bi-weekly with paydays on every other Tuesday. If a holiday occurs on that particular Tuesday, or any other day from the end of the payroll period to payday, payday may fall on a Monday or Wednesday.

Section 3. Deductions

Payroll deductions are to be noted on the paycheck stub and will fall into two categories.

- a) Required Deductions
 - Federal income tax (based on gross earnings)
 - Social Security (matched by Kern COG)
 - State income tax
 - PERS (Public Employee Retirement System)
- b) Voluntary deductions will include those approved by the employee, such as arrangement through the credit union, deferred compensation and life and health insurance plans.

Note that amounts withheld vary according to how much an employee earns, their marital status, and number of exemptions.

Section 4. Garnishment of Wages

Kern COG is required by law to recognize certain court orders, liens, and wage assignments. When Kern COG receives a notice of a pending garnishment or wage assignment, the Executive Director will inform the employee. Employees are encouraged to avoid financial transactions that result in wage garnishments.

Section 5. Reporting

At the end of the year, each employee shall receive a W-2 form that will show the employee's total earnings for the year and total deductions for the required deductions previously listed.

Section 6. Overtime

In accordance with the Fair Labor Standards Act ("FLSA"), all nonexempt employees shall be compensated for all hours worked in excess of forty (40) hours per week by means of either pay or the accrual of compensatory time off ("CTO"). Pay or CTO shall accrue at the rate of 1.5 times the hourly wage or number of hours worked in excess of forty (40) hours per week. In the event that an employee is required to work a longer than normal work day, the employee's supervisor may authorize said employee to work a reduced number of hours on a day within that work week so that the employee's total work time in that week will not exceed forty (40) hours. All nonexempt employees must obtain the prior approval of the Executive Director prior to working in excess of forty (40) hours per week.

Exempt employees do not receive overtime pay or CTO. Kern COG will not make any deductions from the salaries of exempt employees if such a deduction is inconsistent with the salary basis test described in the regulations implementing FLSA.

Section 7. Benefits

Sick Leave Accrual and Use

- a) Sick leave shall be earned at the rate of 3.69231 working hours per bi-weekly period up to a maximum of 1152 working hours. Employees may accumulate sick leave with the provision for payment of 50 percent of unused sick leave upon active retirement (excluding deferred retirement). Sick leave shall not be vested to an employee, except upon active, non-deferred retirement.
- b) Kern COG complies with the Health Families Healthy Workplace Act of 2014 (AB 1522). Effective July 1, 2015, an employee working 30 calendar days or more within a year is entitled to paid sick leave which applies to temporary, part-time, and full-time employees. Paid sick leave accrues at the rate of one hour for every 30 hours worked. An employee who works 40 hours per week accrues 1.33 hours per week paid at the employee's current rate of pay. Accrued paid sick leave must be carried over to the following year and may be capped at 48 hours (or 6 days) based on Kern COG policy.
- c) An employee utilizing sick leave for three consecutive days may be required to furnish the Executive Director a written statement from a licensed physician. An employee may also be required to furnish a release from a physician before returning to work after a serious illness.
- d) Sick leave shall be recorded on the employee's daily log.
- e) Accumulated sick leave may be used to cover time off in case of illness, birth of a child, death, or funeral for the employee's "immediate family," provided just cause is shown for such time off. Such time off shall not exceed ten days per year. An employee's immediate family shall consist of parent, child, spouse, sibling, current mother-in-law, current father-in-law, and grandparent.

Vacation Accrual and Use

a) Vacation Eligibility and Accrual

(1) Vacation leave shall be earned upon an employee's first date of hire, at the rate of 104 working hours per year for the first 4 years of continuous employment, 144 working hours per year for the next 8 years of continued employment, 184 working hours per year for the next 3 years of continued employment and 224 working hours per year thereafter. An employee earns a portion of annual vacation each payroll period. Regular part-time employees shall earn at a rate that is proportionate to full-time employees. Other part-time and temporary employees are not eligible for vacation benefits.

(2) Vacation may not be accumulated in excess of three times the annual rate, and depend upon employee's length of service, i.e., a 3-year employee could accumulate six weeks, etc. If maximum amounts are reached, further accrual shall be suspended until vacation balances are reduced by usage.

(3) An employee earns a portion of annual vacation each payroll period:

- 0 – 4 years (4.0 hours per pay period until the end of year 4)
- 5 – 12 (5.538462 hours per pay period at the beginning of year 5)
- 13 – 15 (7.076923 hours per pay period at the beginning of year 13)
- 16+ years (8.615385 hours per pay period at the beginning of year 16)

b) Vacation Periods and Schedule

(1) An employee may take whatever balance of vacation he/she has on credit at any time, provided the Executive Director approves the vacation in advance and the employee has completed at least 13 bi-weekly payroll periods. At that time, approximately five working days shall have been accrued.

(2) No vacation shall be taken until the Executive Director has certified from Kern COG records that the employee has earned and is entitled to the amount of vacation requested.

(3) When a holiday falls on an employee's scheduled day off, the employee shall be granted alternative time off.

(4) Vacation, holiday and sick leave benefits are not accrued during any leave of absence.

(5) A day's pay for the purpose of vacation is the number of hours normally scheduled to be worked during the workday, at an employee's regular straight base compensation.

(6) Earned vacation benefits that have not been used will be paid to an employee upon separation.

4 hour vacation accrual cannot exceed 312 hours

5.53848 hour vacation accrual cannot exceed 432 hours

7.07692 hour vacation accrual cannot exceed 552 hours

8.61538 hour vacation accrual cannot exceed 672 hours

Catastrophic Leave

Catastrophic leave benefits may be established for all Kern COG employees who have exhausted all accumulated paid leave rights. Catastrophic leave is an attempt to provide a portion or all of an employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to Kern COG policy and are paid only if time is donated. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.

Catastrophic leave shall conform to the rules for leave of absence without pay set forth herein. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, such employees shall be considered on leave of absence without pay pursuant to Kern COG policy and said employee shall not accrue any leave rights while on catastrophic leave. In no event shall an employee take more than 180 calendar days of catastrophic leave. Catastrophic leave and leave of absence without pay shall run concurrently. An employee may be paid during that 180-day period for all or a portion of his/her time off work depending on the amount of catastrophic leave donated to the employee.

Catastrophic leave may be approved when an employee faces financial hardship due to injury or prolonged illness of the employee or the employee's spouse, parent or child (based on medical evidence) and the employee is absent from work caring for himself or said family member. This policy shall allow employees to donate compensatory time or vacation to another employee when he/she meets the conditions set forth above and all of the affected employee's accumulated leave credits have been exhausted. Employees may not, however, donate sick leave.

a) Requesting Catastrophic Leave

Employees or their designees must submit a written request to the Executive Director for catastrophic leave. The request must provide sufficient information to enable the Executive Director to determine whether the reason for the leave qualifies as catastrophic, including

verification from a physician which describes the employee's or family member's catastrophic illness or injury. If the request is for a family member, the physician shall also specify that the employee's attendance of the injured or ill family member is required. Requests must also include the estimated date of return to work.

b) Donating Leave

It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits. However, all donations shall be strictly voluntary and coercion of fellow employees to donate shall not be acceptable.

Employees may donate vacation time to another employee by completing and signing a memorandum to the Executive Director stating the employee to receive the donated time and the amount of time to be donated. Kern COG shall verify that the donating employee has sufficient specified leave credits to make the proposed donation. If insufficient leave credits are available, the donating employee be informed by return memorandum. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

Donations shall be a minimum of eight (8) hours, and may not donate more than a maximum of 180 hours. Kern COG will then convert the donor's hours into a dollar equivalent amount. That dollar equivalent amount will then be converted to hours, using the recipient's hourly rate of pay, resulting in hours applied to the recipient's catastrophic pay. Kern COG shall use the information regarding donor hours given and recipient hours received to prepare the next available payroll. This shall be used to reduce the donor's vacation or compensatory time balances. If the recipient returns to work before the bi-weekly donations are exhausted, the donations are eliminated from catastrophic leave. Said balances shall not return to the donors or the recipient.

Medical insurance coverage and retirement contributions shall continue as if the employee was on sick leave. However, the recipient employee shall not accrue sick leave or vacation benefits while using catastrophic leave.

c) Termination of Catastrophic Leave

Participation in this catastrophic leave program shall be terminated when one or more of the following occurs:

- 1) The recipient employee has exhausted 180 calendar days of "leave of absence without pay," whether paid in part or in full from catastrophic leave pay.
- 2) Donated leave credits have been exhausted.
- 3) Death of the ill or injured employee or family member.
- 4) The recipient employee returns to active employment.

Wellness Program

Kern COG Supports and is committed to the good health and well-being of its employees. A healthy workforce results in a more productive workforce with less absenteeism, fewer accidents, lower health care demands and greater overall savings by reducing the incidence of disease and disability. Employees are encouraged to participate in education classes and health screenings that help identify and reduce health risks before serious health problems occur or allow better management of existing health conditions.

GUIDELINES

Through the Wellness Program employees are able to access classes, screenings and special events to identify and manage health issues and preventable illnesses. Kern COG encourages healthy lifestyles by:

- A. Encouraging the inclusion of healthy food options at meetings, potlucks, and special events.
- B. Supporting the availability of healthy food options in vending machines, snack bars, and cafeterias operating at the workplace.
- C. Encouraging employees to utilize breaks for walking, stretching or other physical activity.
- D. Incorporating exercise breaks into meetings when practical.
- E. Prompting the use of stairs and walking paths.
- F. Providing educational resources/classes that promote exercise, good nutrition and health lifestyles within and the outside the workplace.

Holiday Schedule

- a) During the fiscal year, the holiday schedule shall be the same as that prescribed for the County of Kern. The current holidays allowed are as follows:

Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve, four hours (1:00 to 5:00 p.m.)
Christmas Day
New Year's Eve, four hours (1:00 to 5:00 p.m.)
New Year's Day
Martin Luther King, Jr. Day
Presidents' Birthday
Memorial Day

b) All full-time employees will receive holiday benefits at their normal hourly rate for the following holidays, if the holiday falls on their scheduled workday, and day a holiday is observed by Kern COG.

c) The holidays that fall on Sunday are observed on the following Monday. Holidays that fall on Saturday are observed on the previous Friday.

d) If an employee is required to work on a holiday, the employee shall be granted an alternate day or one-half day off.

e) Employees on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.

f) Employees do not receive credit toward overtime for paid hours that are not actually worked.

Insurance

Life, disability, health, dental and vision care insurance plans shall be provided to all regular Kern COG employees pursuant to participation in plans approved by the Council. Life insurance policies are paid out to a full-time employee's beneficiary(ies) at the estimated amount of the employee's annual salary not to exceed \$150,000, meeting policy guidelines, at the time of death. CalPERS accrued retirement benefits (along with optional deferred compensation benefits) are paid out to the deceased employee's designated beneficiary(ies) according to the requirements under CalPERS, at the time of death.

Kern COG contributes eighty percent (80%) towards healthcare premiums for all regular, full-time and part-time employees. Employees are responsible for covering the remaining (20%) portion using bi-weekly payroll deductions based on the health plan chosen. Healthcare premiums may increase or decrease each calendar year based on

California's competitive insurance market. An employee may opt out of enrolling into Kern COG's health insurance plans under CalPERS but may be required to show proof of health insurance coverage under another plan, as enacted by the Affordable Care Act of 2010. An employee may cancel an existing CalPERS' health plan or remove dependents, at any time. Dependent children are no longer eligible for CalPERS health insurance once they reach their 26th birthday.

All regular full-time, or part-time employees are eligible to enroll themselves and qualifying family members into a CalPERS health plan:

- a) At the time of hire
- b) During the annual open enrollment period
- c) As part of a Qualifying Life Event with documentation (QLE):
 - i. Birth or adoption of a child
 - ii. Marriage
 - iii. Loss of coverage for employee and/or qualifying family members from another health insurance plan

The County of Kern offers dental insurance to all regular, full-time Kern COG employees under the County's designated guidelines. After Kern COG enrollment, the membership is confidential between the employee and the County of Kern's Health Benefits department. Dental Insurance Open Enrollment information is mailed out annually to each employee, by the County of Kern, with the option to make changes to dental plans. It is the responsibility of the employee to make sure all dependents are covered. Qualifying dependents include: a spouse and/or a child or children in school up to age 18. Dependent children over the age of 18 must show proof of enrollment as a full-time college student to remain eligible for coverage. Dependent children are no longer eligible for coverage when they reach their 23rd birthday under the provisions of the County's dental plan.

All regular, full-time employees are eligible to enroll themselves and qualifying family members into Kern COG's dental plan administered by the County of Kern:

- a) At the time of hire
- b) During the annual open enrollment period
- d) As part of a Qualifying Life Event with documentation (QLE):
 - i. Birth or adoption of a child (within 30 days)
 - ii. Marriage (within 30 days)
 - iii. Loss of coverage for employee and/or qualifying family members from another dental insurance plan (within 30 days)

All regular, full-time employees are eligible to enroll themselves and qualifying family members into Kern COG's Vision Plan at the time of hire. An employee, spouse, or dependent may be added or removed from the vision plan at any time by the employee. The change is effective on the first day of the following month. Dependent children are

no longer eligible for Kern COG's Vision Plan once they reach their 26th birthday under the provisions of this plan.

Worker's Compensation

- a) Employees shall be covered under the worker's compensation law. Under the law, compensation shall be provided when loss of wages occurs due to disability suffered from injury or illness that occurs as a result of employment. Worker's compensation, generally, also includes payment of medical expenses necessary as a result of this injury or illness, dependent survivor's benefits and payment in the event of death.
- b) To ensure proper coverage, any accident that occurs while an employee is performing his/her duties for Kern COG shall be reported to and recorded by the Executive Director -- even if injuries are not apparent at the time.

Unemployment Compensation

Under the state unemployment compensation law, Kern COG shall make contributions on behalf of all employees on an actual cost reimbursement basis.

Retirement Benefits

Regular, full-time and part-time employees (more than 40 hours per pay period) shall receive retirement benefits by participating in the State of California Public Employees Retirement System. Class Members hired before January 1, 2013, are eligible to retire at age 50, have five (5) years of service, and have a max benefit of 2.5% at 55. Employees hired after January 1, 2013 follow the Public Employees' Pension Reform Act of 2013 (PEPRA). They are subject to a reduced benefit formula and increased retirement age of 2% at 62. Kern COG shall contribute the actuarially determined amount explained above under the Insurance section. Employees hired under PEPRA contributes a designated percentage towards their retirement based on the rates at the time of hire.

Deferred Compensation

All Kern COG employees shall be entitled to voluntarily participate in a Deferred Compensation Program pursuant to the terms of a plan approved by the Council. Employee participation shall be governed by the terms and conditions promulgated by the plan administrator. Kern COG shall incur no costs and make no contribution to the program, excepting incidental administrative costs and disbursement of employee income deferrals.

Education and Training Benefits

To encourage additional education and training for employees, the Executive Director, when possible, may adjust work schedules, provide for time off, or allow the use of compensatory time for employees to attend classes or seminars. Employees shall also be encouraged to anticipate education and training needs so that they may be considered, if appropriate, in future budgetary decisions.

Credit Union

All employees shall be entitled to join the Kern Federal Credit Union.

Work Commute

All employees shall be encouraged to minimize daily commute trips to and from work by using alternative commute strategies. Full-time employees shall be provided work commute incentives in accordance with the following guidelines:

- a) Definitions: "Daily commute trip" means the distance from an employee's primary place of residence to Kern COG's office each morning and from Kern COG's office to an employee's primary place of residence each evening. "Alternative commute program" is defined as commute trips engaged through one or more of the following: public mass transportation; carpooling (two or more occupants per vehicle); bicycling or walking during a daily commute trip, for six or more days per pay period.
- b) A monetary incentive of \$50 per pay period will be paid to each employee who participates in an alternative commute program for six out of 10 days in a regular pay period.
- c) Reimbursement: Employees are to include rideshare commute days on his/her timesheet for each pay period and receive compensation bi-weekly.
- d) Upon discussion with an approval of the Executive Director, the employee's work days/times may be adjusted to allow for an alternative work schedule. Additionally, as work projects allow, as determined by the Executive Director, the employee may be allowed to telecommute.
- e) To grant the executive director authority to allow for an alternative work schedule and/or telecommuting on a case-by-case basis.
- f) To establish that telecommuting employees are responsible for bringing their home offices up to appropriate physical standards of the federal Occupational Health and Safety Administration (OSHA).

Employee Service Awards

The Kern Council of Governments shall present a service award to all regular, full-time employees. Service awards shall be presented upon the completion of each five (5)

years of continuous service. Five-year service awards shall have a value of not more than \$30.00; ten-year awards, a value of not more than \$50.00; and 15 years, or more, awards, a value of not more than \$60.00. The award presentations shall be made before the Kern COG Council at the first regular meeting following the anniversary date of employment. Award shall be retroactive for all current employees.

Pay Advances and Employee Loans

Kern COG does not grant pay advances or employee loans to its employees.

Section 7. Payment Upon Separation

Generally, employees who provide two weeks' notice will receive their final paycheck on their last day of work. Otherwise, the final check will be provided on the next regularly scheduled payday. Employees are paid 100% of any remaining vacation hours provided on the next regularly scheduled payday. If the separation is a result of a retirement, then the employee is paid 100% of any remaining vacation hours and 50% of any remaining sick hours on the last day of work or on the next regularly scheduled payday.

Employees are encouraged to enroll in a CalPERS' retirement class no less than one year prior to the estimated date of retirement and file a retirement application package with CalPERS no less than six months prior to the estimated date of retirement.

Note: An employee must be enrolled in a CalPERS healthcare plan at least 30-days before the date of retirement to be eligible to receive medical coverage from CalPERS after retirement. Kern COG contributes \$500 towards health care plan premiums for retirees.

An employee may receive a final exit interview on the last day worked by his or her immediate supervisor or by the executive director. Kern COG property, such as keys and equipment, must be returned by each employee at the time the final paycheck is provided.

Section 8. Tools and Equipment

It is the policy of Kern COG to provide employees with all necessary equipment to perform their jobs. Employees are reminded, however, that all equipment provided by Kern COG is the property of Kern COG, and is to be treated with care and consideration.

Defacing equipment will not be tolerated and failure to comply with this policy is cause for disciplinary action, up to and including termination.

In addition, Non-Exempt employees shall note they are not permitted to access the Kern COG computer system from a remote location unless specifically authorized to do so by a supervisor.

Section 9. Credit Cards

It is the policy of Kern COG to, from time to time, allow certain employees the ability to utilize Kern COG-owned credit cards. The use of these cards is to be for Kern COG purposes only, and cards must be signed in and out. Misuse of these cards in any way is cause for disciplinary action, up to and including termination.

Section 10. Car Mileage Allowance

It is the policy of Kern COG that employees utilizing personal vehicles for Kern COG use will be paid car mileage allowance at the applicable IRS-established mileage reimbursement rate for each mile of such use. This per-mile rate is intended to cover all related automobile expenses. Those employees receiving an auto allowance of a predetermined amount are not eligible to receive car mileage allowance.

Section 11. Severance Pay

Kern COG does not maintain a formal severance pay policy or provide severance pay to employees who separate from its employ for any reason. Severance pay should therefore not be expected. However, Kern COG reserves the right to make exceptions to this policy in its sole and absolute discretion.

Section 12. Employee Wellness Program

Kern COG supports and is committed to the good health and well-being of its employees. A healthy workforce results in a more productive workforce with less absenteeism, fewer accidents, lower health care demands and greater overall savings by reducing the incidence of disease and disability. Employees are encouraged to participate in education classes and health screenings that help identify and reduce health risks before serious health problems occur or allow better management of existing health conditions.

GUIDELINES

Through the Wellness Program employees are able to access classes, screenings and special events to identify and manage health issues and preventable illnesses.

Kern COG encourages healthy lifestyles by:

- A. Encouraging the inclusion of healthy food options at meetings, potlucks and special events.
- B. Supporting the availability of healthy food options in vending machines, snack bars and cafeterias operating at the workplace.

- C. Encouraging employees to utilize breaks for walking, stretching or other physical activity.
- D. Incorporating exercise breaks into meetings when practical.
- E. Promoting the use of stairs and walking paths.
- F. Providing educational resources/classes that promote exercise, good nutrition and health lifestyles within and outside the workplace.

ARTICLE IX. EMPLOYEE ORIENTATION AND RECORDS

Section 1. Employee Orientation

The Executive Director, or designee, shall be responsible for giving each new employee an introduction to the functions and procedures of Kern COG. The "Orientation Checklist" (see Appendix E) shall be completed for each employee.

Section 2. Employee File

The Executive Director, or designee, shall be responsible for maintaining a file on each employee. The file shall include, but not be limited to, the following information:

- Name of employee in full
- Home telephone number and address
- Date of birth
- Sex
- Occupation and position description
- Dependency status and insurance beneficiary
- Original application materials
- Change of Employee Status forms
- Performance evaluations
- Payroll withholding authorizations (deferred compensation and credit union)
- Copy of W-4 form
- Disciplinary memoranda

Section 3. Change of Status Notification

Employees shall have the responsibility of notifying the Executive Director, or designees, of any information regarding a change in status, such as telephone and address and marital status.

Section 4. The Confidentiality of Employee Records

The Executive Director shall maintain employee record confidentiality. These records shall only be made available to individuals specifically authorized by the Executive

Director. Each Kern COG employee shall have the right to inspect his or her own personnel file, and all contents therein, upon demand.

Kern COG seeks to provide accurate information to individuals outside Kern COG regarding current or former employees and only designated persons are authorized to disclose such information. Consequently, no employee may provide (either on or off-the-record) any information regarding current or former employees to any non-employee or co-employee without the specific written approval of the Executive Director. This includes letters of reference. The Executive Director shall be advised of any such requests for information.

The Executive Director will normally verify, upon request, only a former employee's dates of employment, position or positions held, and final rate of pay. A written disclosure authorization and release may be required before any information is furnished.

With respect to employment verifications, the Executive Director will verify, upon written request only an employee's wages and length of employment.

Section 5. Property of Kern COG

It is the policy of Kern COG to maintain all personnel files as Kern COG property; however, in line with State law, an employee's personnel file is available for inspection upon request of the Executive Director.

ARTICLE X. PERFORMANCE EVALUATION

Section 1. Annual Performance Evaluation

Employees must submit their goals to their supervisor 30 days prior to their anniversary date and each employee shall have their performance evaluated by their supervisor or the Executive Director. The performance evaluation shall serve as the basis for continued employment, promotions and increased pay negotiated during the renewal period. If the performance evaluation is delayed on the part of the supervisor, it is at the discretion of the executive director to approve and backdate any step increases to the anniversary date.

Upon receiving a promotion, an employee's anniversary date is revised and their promotion date will now serve as the date for conducting annual performance reviews.

The Executive Director, or supervisor, shall complete the "Kern COG Evaluation of Performance" form (see Appendix F) for each employee before his/her annual anniversary date. The employee shall have an opportunity to read and discuss the evaluation with his/her supervisor. The evaluation shall be signed by the supervisor and the employee and then become part of the employee's personnel file.

If the supervisor who completes the performance evaluation form is someone other than the Executive Director, the Executive Director shall review the completed form before the supervisor has had an opportunity to discuss it with the employee.

For new employees, the Executive Director, or supervisor, shall complete a formal performance evaluation within 30 days of completion of the first six months of employment or after the initial Introductory Period.

Section 2. Goal-Setting Session

The performance evaluation shall serve as a formal opportunity for the supervisor and employee to review the employee's performance in accordance with Kern COG objectives and "Overall Work Program" directives. The performance evaluation shall serve as a formal opportunity for the supervisor and employee to set personal job-related goals for the employee. Subsequent performance evaluations shall be based on employee's efforts in achieving these goals. If the employee fails to achieve the goals set forth, the supervisor and employee shall analyze the appropriateness of the goals and the employee's activities, then re-establish goals or take disciplinary action when necessary. Goals shall be stated in measurable terms to the degree possible, and an appropriate completion date shall be assigned (i.e., X amount of Y work product shall be completed by Z date). The goals set by the supervisor and the employee, and the evaluation of goal achievement, shall become part of the employee's personnel file.

ARTICLE XI. EMPLOYEE RULES AND REGULATIONS

Section 1. Standards of Conduct

Kern COG expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both Kern COG and the employees. For this reason, it may be helpful to identify some examples of types of conduct that are impermissible and that may lead to disciplinary action, possibly including immediate discharge.

The following provides a partial list of the types of misconduct providing cause for disciplinary action, up to and including termination of employment:

1. Inadequate work performance.
2. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
3. Actual physical violence or threatening, intimidating or coercing fellow employees on the premises at any time.

4. Malicious or idle gossip detrimental to employees of Kern COG, including ethnic jokes.
5. Unprofessional, discourtesy, or inappropriate conduct towards Kern COG clients, fellow employees, vendor, visitor, or the general public.
6. Continual use of profanity in the presence of clients or fellow employees.
7. Taking more than the specified time for meal periods and breaks or stopping work before specified quitting time.
8. Sleeping during work hours.
9. Deliberate loafing on the job.
10. Frequent tardiness or absence from work station.
11. Conducting personal business on Kern COG time.
12. Engaging in solicitation for any purpose in working areas during business hours without the prior approval of the Executive Director.
13. Unauthorized use of Kern COG materials or equipment.
14. Tampering with, removing from established locations, or unauthorized use of portable fire extinguishers or other fire protection or safety equipment.
15. Failure to report immediately any accidents on the premises.
16. Failure to maintain a clean and neat appearance or failure to maintain their work area in a sanitary manner, in line with the general practices of good housekeeping.
17. Violation of Kern COG rules or procedures, including safety or health rules.
18. Failure to maintain reasonable standards of quality and/or quantity of work performance indicated in the performance evaluation and work-related documents.
19. Deliberately restricting performance.
20. Gross insubordination.
21. Gross discourtesy to Kern COG clients or fellow employees.

22. Excessive absence or tardiness; absence without permission or explanation; misrepresenting or providing false or dishonest information regarding an absence.
23. Falsification or material omission of Kern COG records, including employment records, work completion records, time sheets, and so forth.
24. Stealing or unauthorized removal of Kern COG property or from Kern COG employees, vendors, etc.
25. Misusing, destroying, damaging, defacing or careless use of Kern COG property, equipment, materials, and so forth, as well as that of a fellow employee, visitor, vendor, or the general public.
26. Suspension of operator's license by law enforcement agency when the license is necessary to perform the job and duties currently assigned to the employee.
27. Carrying or bringing firearms on Kern COG property, or other dangerous or unauthorized materials, such as explosives.
28. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on Kern COG property, or reporting to work under the influence of alcohol or illegal drugs or bringing such items into Kern COG offices, or while operating a vehicle leased or owned by Kern COG or its principals.
29. Safety or health violations deemed detrimental to the lives of fellow employees or clients.
30. Repeated violation of Kern COG rules and regulations, including safety or health rules.
31. Disclosing trade secrets or release of confidential information about Kern COG, its employees or clients.
32. Altering or falsifying any timekeeping record, allowing someone else to enter information on their timecard, removing any timekeeping record from the designated area without proper authorization or destroying such a record.
33. Absence for one workday without notice to Kern COG, unless a reasonable excuse is offered and accepted by Kern COG.
34. Sexual harassment or other unlawful harassment of another employee, a customer, visitor, vendor, or the general public. Unauthorized duplication of Kern COG keys.

35. Failure to file a police report when in an automobile accident involving a personal or a rental vehicle when driving for Kern COG business.
36. Failure of an employee who operates a personal or a rental vehicle for Kern COG business to immediately notify their supervisor if their driver's license was suspended, revoked or expired, or if they received a driving-under-the-influence (DUI) citation.
37. Failure of an employee operating a personal or a rental vehicle for Kern COG business to immediately notify their supervisor that their automobile insurance expired or was canceled.
38. Failure of an employee to abide by the safety rules as set forth in this manual and in Kern COG's Safety Program.
39. Failure of an employee to abide by the work schedules set forth by their supervisor.
40. Bringing a dependent to work without authorization to do so by the Executive Director.

Section 2. Attendance Policy

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. All employees should be at their work station and ready to work at the start of their shift. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively; therefore, excessive absenteeism and tardiness will not be acceptable employee conduct.

ABSENCES:

Absence is the failure to report for work and to remain at work as scheduled, including late arrivals of 30 minutes or more and early departures, as well as absence for an entire day. On occasion, employees may have reason to be absent from work. On these occasions, employees are expected to personally contact their immediate supervisor within one-half hour of the employee's scheduled starting time with an honest reason or explanation regarding the absence. The use of texting and emailing are not acceptable forms for communicating an absence. If an employee is unable to reach their supervisor within this time period, the employee shall telephone the office and leave a message with the Receptionist. If an employee becomes sick during the day, their supervisor must be notified before the employee leaves the work site. Failure to follow these procedures will result in treatment of the day as an unexcused absence and can result in disciplinary action, including termination.

Excessive "unexcused" absences will subject an employee to disciplinary action, possibly including termination. An "unexcused" absence is defined as any absence for which advance approval is not requested.

Failure of an employee to notify their supervisor regarding their absence within 24 hours of their regular starting time will subject an employee to immediate termination.

TARDIES:

Employees are responsible for being present at the correct time each day and ready to work at their assigned time. If employees are unable to report to work at their assigned time, they will be considered tardy. These individuals are to personally report the tardy to their supervisor (or the office voicemail, if unavailable) as far in advance as possible, but in no case later than their scheduled starting time. Failure to make the appropriate notification may result in disciplinary action, up to and including termination.

Section 3. Violence Prevention Policy

Kern COG has a zero tolerance for violence. If an employee displays any violence in the workplace or threatens violence in the workplace, the employee is subject to disciplinary action, up to and including immediate termination. Talk of violence or joking about violence will not be tolerated.

"Violence" is defined to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons and threats or talk of violence.

Kern COG is committed to providing a safe environment for employees, customers, and visitors. In order to provide a safe workplace, employees shall note the following:

Kern COG fax machines, copiers and mail systems, including e-mail, are for business purposes. Personal business should not be conducted through these business systems. Voicemail messages may be retrieved by Kern COG and e-mail messages may be reviewed. Statements made while an employee is talking on the telephone may be heard by another person in the same area. Any such voicemail messages, e-mail messages or overheard conversations that reference any violence or threats of violence are subject to this policy.

It is everyone's business to prevent violence in the workplace. Everyone can help by reporting what they see or hear in the workplace that could indicate that a co-worker is in trouble. Often, employees are in a better position than management to know what is happening to those with whom they work.

Employees are encouraged to report any incident that may involve a violation of our policies that are designed to provide a comfortable and safe workplace environment.

Concerns may be presented to Human Resources, a supervisor or higher management. All reports will be investigated.

Section 4. Use of Tobacco Products

Kern COG is committed to a philosophy of good health and a safe work place. It is important that the work environment reflect Kern COG's concern for good health. With this in mind, employees may only use tobacco products in designated areas, including at least 20 feet away from the entrance of the building.

Section 5. Professional Conduct

The courtesy of Kern COG's employees to each other, as well as customers, salespersons, and vendors from other companies is of the utmost importance. Discourteous, rude, or inattentive behavior toward another employee, customer, vendor or representative from other companies will not be tolerated. All employees are to remember that insubordination or unprofessional conduct toward those we serve, supervisors or fellow employees, is cause for disciplinary action, up to and including termination.

It is also a policy of Kern COG that as a requirement of professional conduct, employees maintain a high level of ethical standards. Lying, deceiving or otherwise withholding information from either management or another employee which could be detrimental to the business is prohibited. Disciplinary action, up to and including termination, may be implemented for employees who do not follow this policy.

Section 6. Good Housekeeping

Each employee is expected to keep their work area in a reasonably neat and clean fashion, and to turn off lights in their work area prior to leaving for the day. It is requested that employees clear their work areas as much as possible each evening.

Section 7. Presence on Kern COG Property When Not on Duty

Employees shall not remain on Kern COG property during times other than when they are on duty.

Section 8. Gratuities

Every individual we serve is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, employees are not allowed to accept tips or gratuities over a \$25.00 value from those individuals we serve, or visitors. If an individual presses an employee to accept such a gift, the employee should thank him/her, but explain that Kern COG policy makes it impossible to accept.

Section 9. Trade Secrets/Confidential Information

The protection of confidential information and trade secrets is essential both for Kern COG and its employees' future security. To protect such information, employees may not disclose any trade secret or confidential information (whether labeled same or not), including financial information, as well as information (whether in document form or simply spoken as part of normal business discussions), to any individual. Employees who are exposed to confidential, sensitive, or proprietary information about Kern COG, its customers, or its processes may be required to sign a Trade Secret and Non Disclosure Agreement as a condition of employment. Regardless of whether the employee is still employed by Kern COG, they may not disclose trade secrets or confidential Kern COG information; persons still employed who do so are subject to disciplinary action, up to and possibly including termination.

Section 10. Kern COG Property, Security, Privacy and Searches

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and Kern COG vehicles are Kern COG property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. Kern COG reserves the right, at all times, and without prior notice, to open, inspect and search any and all Kern COG property, as well as the contents, effects, or articles that are on Kern COG property, for the purpose of determining whether this policy or any other Kern COG policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

Kern COG's computer systems and other technical resources, including any voice mail or e-mail systems, are provided for use in the pursuit of Kern COG business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and e-mail are readily available to numerous persons. If, during the course of an individual's employment, an employee performs or transmits work on Kern COG's computer systems or other technical resources, their work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored information and communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of Kern COG.

Employees have no right of privacy as to any information or file maintained in or on Kern COG property or transmitted or stored through Kern COG's computer systems, voice mail, e-mail or other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail, or

e-mail, Kern COG may override any applicable passwords or codes in accordance with the best interests of Kern COG, its employees, or its clients, customers or visitors. All bills and other documentation related to the use of Kern COG equipment or property are the property of Kern COG and may be reviewed and used for purposes that Kern COG considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of Kern COG, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

Section 11. Solicitation and Distribution of Literature

In order to ensure efficient operation of Kern COG's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Kern COG property. Kern COG has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Kern COG property.

Section 12. HIPAA Statement

The Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") establishes a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Privacy Rule standard addresses the use and disclosure of individuals' health information – called "protected health information" by organizations subject to the Privacy Rule – called "covered entities", as well as standards for individuals' privacy rights to understand and control how their health information is used.

A major goal of the Privacy Rule is to assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing.

All employees are required to comply with all Privacy Rule requirements. Employees with questions in this area are to contact their supervisor.

Section 13. Personal Use of Kern COG Property

Employees are prohibited from using employer property, such as stationery, letterhead, name, logo, or equipment for personal use, without the express permission of the Executive Director.

Section 14. Supplies

Any supplies needed to perform job functions may be obtained from an employee's supervisor.

Section 15. Guests

Kern COG permits guests to visit employees during working hours on a limited basis only.

Section 16. Cellular Telephone Policy

This policy outlines the use of personal cellular telephones at work, the personal use of business cellular telephones and the safe use of cellular telephones by employees while driving.

Personal Cellular Telephones

While at work employees are expected to exercise the same discretion in using personal cellular telephones as is expected for the use of Kern COG telephones. Excessive personal calls/texts during the workday, regardless of the telephone used, can interfere with employee productivity and be distracting to others. A reasonable standard Kern COG encourages is to limit personal calls/texts during work time to no more than one per day, as needed. Employees are, therefore, asked to make any other personal calls/texts during non-work time, where possible, and to ensure that friends and family members are aware of Kern COG's policy. Flexibility will be provided in circumstances demanding immediate attention.

Employees shall be reimbursed for any Kern COG business performed with use of their personal cellular telephone.

Safety Issues for Cellular Telephone Use

Employees whose job responsibilities include regular or occasional driving who are issued a cellular telephone for business use are expected to refrain from using their telephone while driving. Employees are also not permitted to use an electronic wireless communications device to write, send, or read email or text-based communication while operating a motor vehicle. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options, refrain from discussion of complicated or emotional discussions and keep their eyes on the road. If employees do not have a hands-free option, employees should always pull off the road to a safe location to answer the telephone or refrain from answering the call altogether. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cellular telephone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their telephone while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to the highest forms of discipline, including termination.

Special Responsibilities for Managerial Staff

As with any policy, management staff is expected to serve as a role model for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

ARTICLE XII. INTERNET ACCEPTABLE USE POLICY

Kern Council of Governments (Kern COG) offers Internet access to employees, which may include both electronic mail (e-mail) and Internet access. This policy applies to all Kern COG employees and its customers, using any Internet account provided by Kern COG.

Some of the material on the Internet may not be appropriate in the office setting. Kern COG has taken precautions to restrict access to inappropriate materials. However, since Kern COG cannot control the Internet's content, users are advised that some parts of it contain material that is defamatory, inaccurate, and obscene, profane, sexually oriented, threatening, racially offensive or illegal. Kern COG does not condone the use of these materials or permit their use in the office environment. Links to inappropriate sites should be reported to the Kern COG Internet Systems Administrator immediately.

The network's smooth operation depends on its users' proper conduct. In general, this requires efficient, ethical and legal use of the network's resources. The following policies are provided for all users to follow. Violations of these guidelines while using Kern COG-provided Internet access provided may result in access being terminated, and/or disciplinary action taken against the user, up to and including termination.

Internet – Terms and Conditions

1) **Acceptable Use** – Internet accounts are provided for Kern COG employees and customers. The use by an employee must be in support of Kern COG business or research, be consistent with the objectives of the agency, and follow the guidelines of Kern COG policy.

2) **Privileges** – Using Kern COG's Internet account is a privilege, not a right, and inappropriate use will result in a cancellation of the privilege and/or disciplinary action.

3) **Network Etiquette** – Kern COG employees are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:

a. Be Polite. Never send, or encourage others to send abusive messages. b. Use Appropriate Language. Remember that you are a representative of not only yourself but also of Kern COG and your community on a publicly accessible system.

You may be alone with your computer, but what you write or say and do can be viewed globally. Never swear or use vulgarities or any other inappropriate language or symbols. Illegal activities of any kind are strictly forbidden. c. Privacy. Remember that revealing your own phone number and address is like listing them in a public directory, and may result in unwanted intrusions of your privacy.

4) Unacceptable Use of the Internet - The Internet may not be used for any purpose that conflicts with Kern COG's goals, doesn't conform to Kern COG's guidelines, or for illegal or unethical purposes. The Executive Director will determine appropriateness of use. The following are examples of use that is inappropriate and unacceptable:

a. Use without having your written acceptance of these terms and conditions form on file.

- b. Sending or receiving messages that have content or purpose that is likely to be illegal or unethical. Kern COG reserves the right to determine the ethical nature of any information residing on the system.
- c. Transmitting or receiving unacceptable content, which includes but is not limited to material likely to be pornographic, unethical, or contain illegal solicitations, or to be racist or sexist, or to contain inappropriate language for an office environment.
- d. Transmitting a message with someone else's name as author.
- e. Transmitting any material in violation of any United States or California law or regulation. This includes copyrighted or trademarked material, threatening or obscene material; material protected by trade secret; or data considered confidential under local, state or federal regulations or laws.
- f. Use that impairs or damages any system operation or impairs or damages the use of the system by another account holder.
- g. Sharing an individual password.
- h. Display or transmission of information or software that contains a virus, Trojan Horse, worm, spyware or any other harmful computer file.
- i. Stealing data or equipment.
- j. Gaining unauthorized access to Kern COG or other users' files.
- k. Use for any for-profit, commercial or political activity.
- l. Kern COG employees should not use their Internet account for personal use.
- m. Use for access to, or distribution of, computer games that have no bearing on Kern COG business.
- n. Display of, linking to, or transmission of any URL address that displays or transmits information that is in violation of this Acceptable Use Policy.

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Kern COG business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of Kern COG network or the networks of other users. It must not interfere with productivity. The Internet should not be used to access or download information from sites that include content that would violate Kern COG's policies against harassment or discrimination based on any protected category.

5) **Guidelines for FTP (File Transfer Protocol)**

- a. FTPing to a machine on which you do not have an account, or guest access, is prohibited.

- b. All downloaded software must be properly licensed. No intentional copy or download is to be made of any software, electronic file, program or data without determination that such copying is permissible.
- c. Don't use downloaded software without first notifying the network administrator.
- d. Observe posted restrictions from FTP sites.

6) **Penalty for Inappropriate Use of Internet** – Inappropriate use of the Internet may result in revocation of access and disciplinary action up to and including termination. Each situation will be handled individually with the dual intent of educating account holders concerning appropriate use, and conforming to this policy. Violations pursuant to California Penal Code Section 502 are subject to prosecution.

7) **Services** – Kern COG makes no warranties of any kind, whether expressed or implied, for Internet access, and will not be responsible for any damages suffered while on this system. These damages include loss of data as a result of delays, non-deliveries, incorrect deliveries, or service interruptions caused by the system or the user's errors or omissions. Use of any information obtained via the Internet is at your own risk. Kern COG specifically disclaims any responsibility for the accuracy of information obtained through its network services.

8) **Disk Usage** – The Internet administrator may set quotas for disk usage. Files must be deleted in order to comply with this quota, but additional space may be requested if the reason is valid. Following notification of non-compliance, if you remain above quota for seven days, the administrator may remove your files.

9) **Security** – Security on any computer system is a high priority. If you identify a security problem, notify the system administrator at once. Never demonstrate the problem to other users. Never use another individual's account. Always attempt to logout of the system when done. Any user identified as a security risk will be denied access.

10) **Vandalism** -- Vandalism is defined as any malicious attempt to observe information intended to be private or to change the data created or owned by another user of any other agency or network that is accessible from the Internet, or to make any unauthorized changes to the appearance or operational characteristics of any network system. This includes, but is not limited to, the uploading of computer viruses and changing any file not owned by the user. Any vandalism will result in the loss of access and legal referral.

11) **Updating** – Kern COG may occasionally require new registration and account information for continuation of service. Users must notify the system administrator of any changes in account information.

12) **Blogging, Twittering and Similar Forms of Communication** – Employees shall not engage in "blogging", "twittering" or similar forms of communication while on Kern COG premises and/or while using Kern COG equipment, unless such communication is for Kern COG business. Employees who engage in "blogging", "twittering" or similar forms of communication on personal time outside of work must comply with the following guidelines: employees are not permitted to malign Kern COG, employees or customers in any blogs or posts. Additionally, employee blogs or posts shall not contain anything inconsistent with Kern COG's unlawful harassment or equal opportunity practices.

Employees shall maintain the confidentiality of Kern COG's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Employees are prohibited from posting internal reports, policies, procedures or other internal business-related confidential communications.

Employees shall always be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of Kern COG, and also keep in mind that an employee is more likely to resolve work-related complaints by speaking directly with their co-workers or by utilizing Kern COG's Open Door Policy, rather than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, they shall avoid using statements, photographs, video or audio that could reasonably be viewed as malicious, obscene, threatening, or intimidating; that disparage customers, members, associates or suppliers; or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Kern COG policy.

Employees shall refrain from using social media during working hours or on equipment Kern COG provides, unless it is work-related and authorized by an employee's supervisor, or is consistent with Kern COG's equipment policies. Employees may not use Kern COG email addresses to register with social networks, blogs or other online tools utilized for personal use.

Employees are expected to always be honest and accurate when posting information or news, and should they make a mistake, correct it quickly, as well as be open about any previous posts they have altered.

Employees shall remember the Internet archives almost everything; therefore, even deleted postings can be searched. Employees shall never post any information or rumors that they know to be false about Kern COG, fellow associates, members, customers, suppliers, people working on behalf of Kern COG, or competitors.

Employees should remember that blogs and posts are accessible by the entire public. Employees who violate this policy will be subject to disciplinary action, up to and including termination. Nothing in this policy is intended to preclude or dissuade discussions among employees about their wages, terms and conditions of employment or other legally protected or required activities.

E-Mail Policies and Procedures

This policy is to ensure the proper use of e-mail programs and to make users aware of what Kern Council of Governments deems as acceptable and unacceptable use of its e-mail software. Kern COG reserves the right to amend this policy at its discretion. In case of amendments, users will be informed appropriately.

LEGAL RISKS

Email is a business communication tool and users are obliged to use this tool in a responsible, effective and lawful manner. Although by its nature email seems to be less formal than other written communication, the same laws apply. Therefore, it is important that users are aware of the legal risks of email. Employees who:

- Send emails with any libelous, defamatory, offensive, racist or obscene remarks can be held liable, as can Kern Council of Governments.
- Forward emails with any libelous, defamatory, offensive, racist or obscene remarks can be held liable, as can Kern Council of Governments.
- Unlawfully forward confidential information can be held liable as can Kern Council of Governments.
- Unlawfully forward or copy messages without permission can be held liable for copyright infringement, as can Kern Council of Governments.
- Send an attachment that contains a virus, can be held liable, as can Kern Council of Governments

By following the guidelines in this policy, the email user can minimize the legal risks involved in the use of email. If any user disregards the rules set out in this email policy, the user will be fully liable and Kern Council of Governments will disassociate itself from the user as far as legally possible.

LEGAL REQUIREMENTS

The following rules are required by state and/or federal law and are to be strictly adhered to. It is prohibited to:

- Send or forward emails containing libelous, defamatory, offensive, racist or obscene remarks. If you receive an email of this nature, you must promptly notify your supervisor.
- Copy a message or attachment belonging to another user without permission of the originator.

BEST PRACTICES

Kern Council of Governments considers email an important means of communication and recognizes the importance of proper email content and speedy replies in conveying a professional image and delivering efficient service to its member agencies and the public. Users should take the same care in drafting an email as they would for any other communication. Therefore, Kern COG advises users to adhere to the following guidelines:

- Write well-structured emails and use short, descriptive subjects.
- Kern COG's email style is informal. This means that sentences can be short and to the point. You may begin your email with 'Hi', or 'Dear', and the name of the person. Messages can be ended with 'Sincerely' or 'Best Regards' or some other friendly

closing. The use of Internet abbreviations and characters, such as “smileys”, is discouraged.

- Signatures must include your name, job title and company name. A disclaimer may be added underneath your signature (see Disclaimer)
- Users must spell check all mails prior to transmission.
- Do not send unnecessary attachments. Compress attachments larger than one megabyte before sending them.
- If you forward mails, state clearly what action you expect the recipient to take.
- Only send emails whose content could be displayed on a public notice board. If the message cannot be displayed publicly in its current state, consider rephrasing the email, using other means of communication.
- Only mark emails as important if they really are important.

Replying to emails:

- Emails should be answered within at least eight working hours, but users must endeavor to answer priority emails within four hours.
- Priority emails are those from Board members, agency partners (such as Caltrans), elected officials and city or county staff members.

Newsgroups:

- Users need to request permission from the Executive Director before subscribing to a newsletter or news group.

Maintenance:

- Delete any email messages that you do not need to keep, and set your email client to automatically empty your ‘deleted items.’

PERSONAL USE

It is strictly forbidden to use Kern COG’s e-mail program for anything other than legitimate business purposes. Therefore, the sending of personal emails, chain letters, junk mail, jokes and executables is prohibited. All messages distributed via GroupWise or other e-mail software are Kern COG’s property.

CONFIDENTIAL INFORMATION

Never send any confidential information via email. If you are in doubt as to whether to send certain information via email, check this with your supervisor first.

PASSWORDS

All passwords must be made known to the Executive Director. The use of passwords to gain access to the computer system or to secure specific files does not provide users with an expectation of privacy in the respective system or document.

ENCRYPTION

Users may not encrypt any emails without obtaining written permission from their supervisor. If approved, the encryption key(s) must be made known to the Executive Director.

EMAIL RETENTION

All emails may be deleted after 60 days. If a user has sufficient reason to keep a copy of an email, the message must be moved to a personal archive folder.

EMAIL ACCOUNTS

All email accounts maintained on GroupWise servers are property of Kern Council of Governments. Passwords should not be given to other people and should be changed once a month.

SYSTEM MONITORING

Users expressly waive any right of privacy in anything they create, store, send or receive using Kern COG's e-mail program. Kern Council of Governments can, but is not obliged to, monitor emails without prior notification. If there is evidence that you are not adhering to the guidelines set out in this policy, Kern Council of Governments reserves the right to take disciplinary action, including termination and/or legal action.

DISCLAIMER

The following disclaimer may be added to each outgoing email: 'This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Kern Council of Governments. Finally, the recipient should check this email and any attachments for the presence of viruses. Kern Council of Governments accepts no liability for any damage caused by any virus transmitted by this email.

ARTICLE XIII. DISCIPLINE PROCEDURE

The following progressive discipline procedure shall be employed to correct deficiencies in performance. More serious misconduct may immediately lead to the imposition of demotions, suspensions without pay or termination of employment.

Section 1. Oral Reminder

If an employee violates rules and procedures set forth in this manual or fails to perform satisfactorily, the Executive Director, or designated supervisor, shall meet with the employee in private to discuss the problem. The required change in behavior or performance and the date by which the improvement is expected to occur shall be confirmed with the employee. Written documentation that the discussion occurred and notes about the discussion shall be added to the employee's personnel file.

Section 2. Written Reminder

If the employee fails to improve his/her behavior or performance by the date agreed upon, the Executive Director, or designated supervisor, shall meet with the employee again. Notes from the previous oral reminder shall be reviewed to ensure that the employee fully understood what and when changes were to have taken place. If the employee had understood and still neglected to improve, the supervisor again shall delineate specific behaviors that need to be changed and the date by which improvement shall be evaluated. This discussion shall also include the specific disciplinary actions that will be taken if the behavior or performance does not improve. These expected behaviors, dates for compliance, and prescribed disciplinary actions shall be put into letter form, with both the supervisor and the employee signing the letter. Possible disciplinary actions that may be taken shall include suspension without pay, demotion, and termination. Copies of the disciplinary letter shall be put in the employee's personnel file and provided to the employee within five (5) working days of the meeting. The employee shall acknowledge receipt of the memo in writing within five working days of receiving the letter. If the employee's behavior or performance improves as outlined in the disciplinary letter and continues to be sustained for a period of one year, the letter may be removed from the employee's file upon the supervisor's request.

Section 3. Disciplinary Action

If an employee has been given an oral and written reminder, and his/her behavior or performance continues to be unsatisfactory, the prescribed disciplinary action shall be enforced. The Executive Director shall meet with the employee and explain that he/she is being disciplined according to the agreed-upon conditions.

ARTICLE XIV. GRIEVANCE PROCEDURE

Section 1. Initiated by Employee

The grievance procedure herein set forth shall be initiated by an employee when he or she feels that policies, procedures, or actions, including the performance evaluation process, have been misapplied, misinterpreted, or violated. The full grievance procedure shall be allowed for regular, full-time or part-time employees only. Temporary or extra-help, employees shall not be allowed to use the procedure.

Section 2. Grievance Procedure Steps

Step 1: Written Grievance

After informal discussions regarding the grievance have not solved the problem to an employee's satisfaction, the employee shall submit a written grievance in letter form to the supervisor. The letter shall outline specifically what the concern is and what action is expected to correct the problem. The letter shall also be signed and dated by the grievant.

Step 2: Supervisor's Response

The supervisor shall respond to the written grievance within five working days from its receipt. If the grievant and the supervisor are able to work out a solution on a formal or informal basis, the agreed-upon solution shall be written and kept on file with the original grievance and response.

Step 3: Appeal to Executive Director

If the supervisor and employee are not able to work out an arrangement, the employee may appeal to the Executive Director in letter form. Again, the letter shall be specific and be dated and signed by the grievant.

Step 4: Executive Director's Response

The Executive Director shall respond to the grievance within ten working days from its receipt. If the grievant and the Executive Director are able to work out a solution on a formal or informal basis, the agreed-upon solution shall be written and kept on file with the original grievance and successive response. The Executive Director shall make the final decision on the grievances.

Section 3. Open Door Policy

The Open Door Policy is to encourage response from employees and assist in alleviating misunderstandings or uncomfortable situations in the work environment, including, but not limited to, harassment and discrimination.

This policy allows for any employee to speak to a management team member in addition to their immediate supervisor (e.g., the Executive Director), as needed.

These individuals will treat discussions as confidentially as appropriate to address the issue, and those involved will attempt to help the employee seek a solution.

ARTICLE XV. LEAVES OF ABSENCE

Section 1. Eligibility and Notice

Except as otherwise provided, regular Kern COG employees shall be eligible for leaves of absence without pay, with the exception of a leave for organ and bone marrow donation, as described below. Any Kern COG employee requesting such leave shall, when possible, give notice of that request to the Executive Director in writing not less than thirty (30) days prior to the date the leave is to commence. The notice shall specify the leave to be taken the reason(s) therefore and, to the extent possible, the beginning and ending dates of the leave.

Misrepresenting the reasons for the need for a leave, or providing Kern COG with false or misleading information, may result in disciplinary action, possibly including termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of his/her leave, the employee will be considered to have voluntarily resigned.

Section 2. Military Leave of Absence

Any Kern COG employee shall be entitled to any leave of absence for military service authorized by and under the conditions specified as required by law.

Any regular employee entering active duty with any branch of the Armed Forces of the United States, whether it be by draft or enlistment, may be granted a leave of absence without pay, unless pay is otherwise required by law. All benefit accruals will cease during leaves without pay.

Regular employees who are subject to Reserve or National Guard summer encampments shall be given time off to fulfill this obligation. Individuals subject to this military obligation shall schedule their vacations to coincide with the period of training to avoid loss of earnings during this time, unless pay is otherwise required by law.

Kern COG will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law.

Employees returning from military leave will be credited with time worked before the leave, as well as the time of the leave, for length of service purposes only.

Section. 3 Military Spouse Leave of Absence

Employees who work an average of at least 20 hours per week and who have a spouse or registered domestic partner who is (a) a member of the Armed Forces of the United

States and has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (b) a member of the National Guard or Reserves who has been deployed anywhere during a period of military conflict, will be eligible to take up to 10 days off work, without pay, when his/her spouse or registered domestic partner is on leave from deployment. For the purposes of this policy, a "period of military conflict" shall mean either a period of war as declared by the United States Congress or a period of deployment for which a member of a reserve component of the military is ordered to active duty pursuant to the applicable sections of the United States Code.

In order to receive Military Spouse leave, the employee must provide notice to Kern COG of the need for time off within two business days of receiving official notice that his/her spouse or registered domestic partner will be on leave from deployment. In addition, the employee will need to provide Kern COG with written documentation certifying that his/her spouse or registered domestic partner will be on leave from deployment during the period of time the employee intends to be off work. Any request for Military Spouse leave is to be made, and the necessary documentation provided to the Executive Director. Kern COG will not retaliate or otherwise discriminate against any employee who properly requests Military Spouse leave.

Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Leave under this policy will be in addition to any other leave to which the employee is otherwise entitled under applicable law. The taking of leave under this policy shall not affect the employee's right to any other benefit to which the employee is entitled under applicable law. Employees will be entitled to reinstatement following an approved leave so long as employees return to work on time at the conclusion of the leave.

Section 4. Jury Duty

An employee shall be granted a leave of absence when called to jury duty; when called to serve as a witness in court, other than as a litigant; when duly served with a subpoena; and when called to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee. An employee shall be paid his/her normal salary if the employee reports to work when not actually in court. An employee serving jury duty during the regular work hours, who elects to be paid his/her salary, shall collect all fees to be paid for such appearances and shall pay these fees over to Kern COG. Fees collected for mileage and use of the employee's personal vehicle shall be retained by the employee. All benefits and accruals shall continue in full effect during service. An employee who elects to keep his/her fees for appearance, instead of paying them to Kern COG, shall not be paid his/her regular salary.

Section 5. Disability Leave of Absence for Industrial Accidents

Kern COG shall provide full pay to an injured employee, without charging accumulated sick leave, during the first three days of absence due to work-related sickness or injury. For work-related disability leave beyond three days, the employee may either charge his/her accumulated sick leave or receive Worker's Compensation. Kern COG employees shall have an automatic leave of absence from employment during such period as the employee is eligible to receive temporary disability compensation under the workers compensation laws of this state. Said leave shall automatically terminate when the right to such compensation terminates, the employee is determined to be ineligible, the employee has been released to return to work by a medical doctor, or the employee retires.

To the maximum extent permitted by law, all leaves authorized under this Section shall run concurrently with the leaves authorized by Section 9 and shall count against the twelve (12) week allotment contained in that Section.

Upon the submission of a medical certification that an employee is able to return to work, the employee will be reinstated in accordance with applicable law. If an employee is disabled due to an industrial injury, Kern COG will attempt to accommodate the employee.

Section 6. Non-job Related Illness or Disability Leave of Absence Without Pay

A regular Kern COG employee shall be granted a leave without pay for the non-job connected illness or disability of the employee, excluding a disability resulting from pregnancy, childbirth or related condition. No employee shall be entitled to leaves under this Section that cumulatively exceed six (6) months during any twelve (12) month period except as required by law. Use of this leave is subject to the employee using all sick leave accrued prior to the effective date of the leave of absence. Employees shall be entitled to use vacation leave concurrently with the leave of absence. Kern COG may request verification from a medical doctor of continued disability from time to time during the period of the leave taken.

An employee who requires a leave of absence for medical reasons must notify the Executive Director, in writing, of the need for such a leave as soon as the employee learns that he or she is, or will become, temporarily disabled and unable to work due to a medical condition. Such notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The specified reason for the leave should not indicate the specific medical diagnosis. An employee who requests such a leave may be required to provide initially and from time to time proof of disability in the form of a valid physician's statement. An employee who is on leave of absence for a period in excess of one month must notify the employer by the end of each month thereafter both of the status of the disability and his or her continued intent to return to work with the employer once he or she recovers from the disability. An employee returning from a medical leave of absence shall be required to provide a valid physician's statement that indicates that he or she is fit to return to work.

Although Kern COG is unable to guarantee reinstatement, an employee who returns to work at the end of his or her leave of absence will be returned to his or her former position, if possible, or will be offered the first available opening in a comparable position for which he or she is qualified.

Requests for extensions of a leave of absence will be considered if they are received by the Executive Director, in writing, before the expiration of the approved leave, are supported by proof of continued disability in the form of a valid physician's statement, and request extensions that do not cause the total period of absence to exceed the period noted above.

Section 7. Pregnancy Disability Leave of Absence

Kern COG will grant an unpaid pregnancy disability leave of absence to employees disabled on account of their pregnancy, childbirth, or related medical conditions.

An employee disabled due to pregnancy, childbirth, or related medical condition may take up to a maximum of six months leave. As an alternative, Kern COG may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated. Any employee with appropriate doctor certification may request accommodations due to conditions related to pregnancy, childbirth, or related medical conditions. Kern COG will provide such accommodations unless the requested accommodations would constitute an undue hardship. Any requests for accommodations should be directed to the Executive Director.

A leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

Employees requesting to take a pregnancy disability leave must provide Kern COG with reasonable advance notice. Employees shall contact the Executive Director as soon as they become aware of the need for leave. In addition, employees must provide Kern COG with a certification from a health-care provider. An employee who is on leave of absence for a period in excess of two months must notify the employer by the end of each month thereafter both of the status of the disability and her continued intent to return to work with the employer once she recovers from the disability.

If the employee taking pregnancy disability leave is eligible under the federal or state family and medical leave laws, Kern COG will maintain group health insurance coverage under those leave laws for up to a maximum of 12 workweeks of such leave, if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, Kern COG may recover premiums it paid to maintain health coverage for an employee who fails to return to

work following pregnancy disability leave. If ineligible under the federal and state family and medical leave laws, employees on pregnancy disability leave will receive continued paid coverage at the same level and conditions that coverage would have been provided if the employee had worked continuously during the leave. The continued coverage will be provided during the time the leave is taken, up to a maximum of four months.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining Kern COG's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, then the employee would not be entitled to reinstatement.

If an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental disability, Kern COG's obligations to that employee may be governed by the Americans with Disabilities Act. Kern COG may hold in abeyance or proceed with any counseling, performance reviews or disciplinary action, including discharge, which were contemplated prior to an employee's request for or receipt of a leave of absence. If such action is held in abeyance during the period of leave of absence, Kern COG reserves the right to proceed with such action upon the employee's return. Requesting or receiving a leave of absence in no way relieves an employee of her obligation while on the job to perform her job responsibilities capably and up to Kern COG 's expectations and to observe all Kern COG policies, rules and procedures.

Section 8. Personal and Educational Leaves of Absence Without Pay

Personal or educational leaves without pay may be granted at the discretion of the Executive Director. The employee shall request the leave in writing, stating the reasons for the request, the beginning day of leave, and the specific date of return. All benefits and related accruals shall cease during leaves without pay. Personal leaves of absence without pay shall not exceed three (3) months. The employee shall use all vacation, CTO and sick leave (if applicable) credits prior to the effective date of the leave of absence without pay. The employee shall also have exhausted all other applicable leaves provided for by Kern COG policy. Educational leaves of absence without pay shall not exceed one (1) year for job related educational purposes. An employee granted an educational leave without pay shall retain the right, for one (1) year, to be appointed to the first vacant position available in the class of positions he/she had previously occupied. The employee shall be obligated to accept the first appointment offered. Failure to do so will result in forfeiture of all rights under this policy. Upon

return from an educational leave the employee shall be entitled to restoration of prior accumulated sick leave and seniority and retention of prior vacation accrual rate.

Section 9. Family Care, Medical and Maternity Leave of Absence

Under federal and state law, Kern COG employees may be entitled to unpaid leaves for family and medical reasons. Kern COG will provide such leaves as required by law. As a prerequisite to such leaves, an employee must have: (a) worked more than twelve (12) months for Kern COG (The twelve (12) months do not have to be consecutive); (b) worked at least 1,250 hours in the twelve (12) month period before the date of the leave; and (c) worked at a worksite where 50 or more employees are employed at that worksite. The leave may be up to twelve (12) workweeks in a twelve (12) month period for the birth, adoption or foster care placement of a child or for the serious health condition of the employee, the employee's child, parent or spouse. Those leaves are mandated by the Family and Medical Leave Act and the California Family Rights Act and are referred to as FMLA/CFRA leaves.

Even if Kern COG employees are not eligible for FMLA/CFRA leaves, if they are disabled by pregnancy, childbirth or related medical conditions, they are entitled to take a pregnancy disability leave of up to six (6) months depending on the period of actual disability, as previously stated. If an employee is eligible for FMLA/CFRA leaves, the employee has certain rights to both a pregnancy disability leave and a FMLA/CFRA leave for the birth of a child. Both leaves contain a guarantee of reinstatement to the same or comparable position at the end of the leave, subject to any defense allowed under law. If possible, employee must provide at least thirty (30) days advance notice for foreseeable events necessitating a FMLA/CFRA leave (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events that are unforeseeable, the employee must notify Kern COG, at least verbally, as soon as the employee learns of the need for the leave. Failure to comply with the notice provisions described above is grounds for, and may result in, deferral of the requested leave until the employee complies with those notice provisions.

An eligible employee may request a family and medical leave for any of the following reasons: (1) the birth of the employee's child; (2) the placement of a child with the employee in connection with an adoption or foster care; (3) to care for a child, parent, or spouse who has a serious health condition, or (4) due to a serious health condition that prevents the employee from performing the functions of his or her position, (5) due to a "qualifying exigency" arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation (the term "qualifying exigency" will be interpreted in accordance with guidelines promulgated by federal regulation) or (6) due to a serious illness or injury sustained in the line of duty while on active duty by a covered service member that causes an employee who is the spouse, son, daughter, parent or next of kin of the service member the need to provide care. Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the 12-week limit (or 26-week limit for

military caregiver situations) contained in this policy to the maximum extent permitted by law.

Subject to the conditions of this policy, eligible employees may request up to 12 weeks of family or medical leave during a 12-month period. Generally, the 12-month period shall be a rolling 12-month period measured backward from the date an employee uses leave. For military caregiver leave, eligible employees may request up to 26 weeks of time off during a 12-month period to provide care to a covered service member of the Armed Forces as defined by law. The 12-month period shall be measured forward from the date the leave begins.

An employee who is granted a family or medical leave will normally be required to utilize any accrued vacation benefits during the period of the leave. However, if the leave is pregnancy-related or the employee is receiving temporary disability benefit payments from some other source, the employee will not be required to use vacation benefits. If the leave is pregnancy-related, an employee must generally utilize any available sick benefits, but is not required to utilize vacation benefits. Also, if the employee is receiving temporary disability benefit payments from some other source, the employee will not be required to use sick leave or vacation benefits. The employee may utilize vacation benefits if they wish to do so. If the leave is for the employee's own serious health condition, the employee may be required to use any available accrued sick leave. Sick leave may also be used by the employee to care for a family member or for the birth, placement for adoption, or foster care of a child if mutually agreed upon by Kern COG and the employee. Any portion of a leave that occurs after all vacation and other paid time off benefits have been exhausted shall be without pay. For purposes of this policy's 12 or 26-week limitation, all paid and unpaid portions of the leave of absence shall be counted toward the 12-week applicable limitation, whether or not the 12-weeks of time off are taken consecutively.

Generally, Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leaves run concurrently. Eligible employees will be entitled to a total of 12 weeks collectively under both statutes. However, when the leave of absence is based on the employee's disability related to pregnancy or childbirth, or related to the 12-week or 26-week military caregiver leave, the leave period is not counted as leave under the CFRA although it is counted as leave under the FMLA. Thus, for example, an employee who requests a leave because she is disabled due to her pregnancy may be placed on FMLA leave and pregnancy disability leave. Upon determination that the employee is no longer disabled in connection with the pregnancy, the employee may be eligible for CFRA leave for purposes of bonding with her baby.

If an employee requests a leave due to a serious health condition of the employee or a family member, the employee must support the request with a certification issued by the health care provider of the individual with the serious health condition. The certification regarding the employee's serious health condition should include the following information: (1) the date, if known, on which the serious health condition commenced;

(2) the probable duration of the condition; and (3) a statement that the employee is unable to perform the functions of his/her position because of the serious health condition. The certification regarding the serious health condition of the employee's family member should include the following information: (1) the date, if known, on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care provider believes that the employee needs to care for the individual requiring the care; and (4) a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

If an employee requests intermittent leave for planned medical treatment, the certification should specify the dates on which such treatment is expected to be given and the duration of such treatment. If the time estimated by the health care provider to care for the employee's family member under (3) above expires, the employee must submit a recertification if the employee desires additional leave. In addition, extensions will not be granted that cause the total period of the leave to exceed the 12-week limitation identified above.

Employees will retain their employee status during the period of a family and medical leave.

Moreover, their absence shall not be considered a break in service for purposes of determining their longevity or seniority. Once an employee returns from a leave, the employee will be credited with all seniority and service accrued before the leave of absence commenced.

Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks, or 26 weeks when applicable. The employee will be reemployed in the same or an equivalent position as that which he or she occupied when the leave commenced. An employee who takes a leave because of his or her own serious health condition must provide a medical certification verifying that he or she is able to return to work in the same manner as employees who return from other types of leave. If an employee fails to return for work immediately after the period of the approved leave expires, the employee will be considered to have voluntarily separated from Kern COG's employ.

To the maximum extent permitted by law, any leave taken by an employee under this or any other Section or authority shall be credited against the twelve (12) week allotment contained in this Rule. The leave provided by the Section shall run concurrently with all other leaves that apply to an employee's absence.

Section 10. Witness Duty Leave of Absence

An employee who is required by law to appear in court as a witness on a matter that is not Kern COG-related shall be granted unpaid time off work for such purpose. It is requested that the employee provide the employer with as much advance notice as possible.

An employee who is required by law to appear in court as a witness on a matter which is Kern COG-related, provided they are not the plaintiff or defendant, will be paid at their present hourly rate for time off of work for such a purpose.

Section 11. Domestic Violence and Sexual Assault Victim Leave of Absence

Kern COG will permit employees to take unpaid time off for an employee who is a victim of domestic violence or sexual assault to obtain relief, including but not limited to, a restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

Employees eligible for vacation and/or sick leave benefits may utilize these benefits to be paid during this time.

The employee must provide their supervisor with reasonable advance notice of the intention to take time off for this purpose, unless notice is not feasible. If an unscheduled absence occurs, the employee must provide their supervisor with proper documentation of the reason for the absence. For more information regarding this leave, employees shall contact the Executive Director.

Section 13. Victims of Crime Leave of Absence

Kern COG will provide unpaid time off for an employee when the employee or an employee's immediate family member is a victim of a violent felony, serious felony, or felony of theft or embezzlement, as defined by law, to attend judicial proceedings. An immediate family member consists of a spouse, registered domestic partner, child or child of a registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, and father or stepfather.

Employees eligible for vacation and/or sick leave benefits may utilize these benefits to be paid during this time.

The employee should provide their supervisor with advance notice of the need for time off from work and documentation showing the need for the time off. An example of appropriate documentation is a copy of the notice for each scheduled judicial proceeding from the court or government agency setting the hearing, the attorney's office or victim/witness office, as soon as possible. If the circumstances do not allow the employee to provide advance notice and/or documentation, such notice and documentation must be provided within a reasonable time after the event.

Section 14. Volunteer Firefighter, Reserve Peace Officer, and Emergency Personnel Leave of Absence

Kern COG will permit employees time off without pay to perform emergency duties as a volunteer firefighter, a reserve peace officer or emergency response personnel.

Employees eligible for vacation and/or sick leave benefits may utilize these benefits to be paid during this time. The employee must provide the Executive Director with reasonable advance notice of the intention to take time off for this purpose, unless notice is not feasible.

For the purpose of this policy, a "volunteer firefighter" is defined as a member of a regularly organized fire department, and "emergency rescue personnel" means any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district or other public or municipal corporation or political subdivision of this state, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while they are actually engaged in providing emergency services.

Section 15. Civil Air Patrol Leave of Absence

Kern COG will provide qualifying employees who are voluntary members of the California Wing of the Civil Air Patrol with not less than 10 days of unpaid leave per year (beyond any leave benefits otherwise available) in order to respond to an emergency operational mission when the employee is directed and authorized to do so by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

In order to qualify for Civil Air Patrol leave, the employee must be employed by Kern COG for at least 90 days immediately preceding the commencement of leave. Kern COG will not be required to provide leave to Civil Air Patrol employees who are required to respond as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission. Employees will be required to give Kern COG as much notice as is possible of the intended leave dates.

Requests for Civil Air Patrol leave should be directed to the Executive Director and must be made as soon as the employee becomes aware of the need for the leave. The employee must provide Kern COG with a copy of any orders or other documents directing/authorizing the employee to respond to the emergency operational mission.

Upon expiration of the leave, Kern COG will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of his/her leave rights.

Section 16. Time Off for Voting

Kern COG will provide up to two hours of paid time off from work for employees to participate in voting in a statewide election, if the employee would otherwise have no time of his or her own to vote, e.g., the employee was scheduled to work the entire time the voting polls were open. This paid time off must be taken at either the beginning or the end of the employee's shift, unless both the supervisor and the employee agree that another time should be taken. The employee requesting paid time off to vote must give Kern COG two days' advance notice prior to election day if the employee knows, or would reasonably know, that he or she will need paid time off to vote on election day. As required by the State of California Election Code, it is the responsibility of Kern COG to post this policy no later than ten days before every State-wide election.

Section 17. Leave Accruals

No employee who has been granted a leave without pay for any reason shall accrue vacation or sick leave during the time of such leave.

Section 18. Health Insurance

Health insurance benefits ordinarily provided by Kern COG, and for which the employee is otherwise eligible, will generally be continued for the remainder of the month in which the employee commences the leave, at the employer's expense, with the exception of a pregnancy-related or family and medical leave of absence. The remainder of the employee's premium and the dependent premiums normally borne by the employee, if any, will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Executive Director arrangements to pay for the employee's cost of such coverage before the leave commences.

During a pregnancy leave of absence, if the employee taking pregnancy disability leave is eligible under the federal or state family and medical leave laws, Kern COG will maintain group health insurance coverage under those leave laws for up to a maximum of 12 workweeks of such leave, if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, Kern COG may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave. If ineligible under the federal and state family and medical leave laws, employees on pregnancy disability leave will receive continued paid coverage at the same level and conditions that coverage would have been provided if the employee had worked continuously during the leave. The continued coverage will be provided during the time the leave is taken, up to a maximum of four months.

Health insurance benefits ordinarily provided by Kern COG during a family and medical leave of absence, and for which the employee is otherwise eligible, will be continued during the period of the leave, if the employee elects to continue paying his or her share of the premiums for such coverage. If the employee wishes coverage to continue, Kern COG will continue to pay its share of the premiums for the period of the leave, up to a maximum of 12 weeks allowed by law. The cost of dependent coverage normally borne by the employee will remain the sole responsibility of the employee. The employee must pay his or her share of the premiums for employee and dependent coverage by making timely payments to Kern COG at the same time as such payments would be made if they were paid via payroll deductions. Life and disability insurance coverage that is in effect when a leave begins will be continued automatically at the employee's expense. The employee should make arrangements with the Executive Director to pay the costs of such coverage. The full costs of maintaining life and disability insurance coverage will be recovered from the employee upon return from the leave if the employee does not pay such costs during the leave.

Section 19. Returning After Approved Leave of Absence

Upon expiration of leave, an employee who has been granted a leave of absence without pay shall be returned to the current salary of his/her former position. However, if the absence extends beyond three (3) months, the Executive Director shall have the discretion to fill the position as necessary, except as expressly provided for by Kern COG policy or by law.

An employee may return prior to the expiration of his/her leave of absence upon approval of the Executive Director. The employee shall submit a written request to return early, at least five days prior to the desired date of return.

ARTICLE XVI. SEPARATION PROCEDURE

Section 1. Separation or "Exit" Interview

The Executive Director shall generally conduct a separation or "exit" interview with every employee who leaves employment with Kern COG for whatever reason. The purposes of the interview shall be to glean information from the employee on the status of the projects to which he/she was assigned; to find out the employee's perception of Kern COG; and to gather information that may be used in future personnel-related decisions. The employee shall be invited to express his/her thoughts openly.

Section 2. Separation in Good Standing

The Executive Director shall record on each individual's file whether or not he/she left Kern COG employment in good standing. "Separation in good standing" shall mean that the employee gave the Executive Director appropriate notice; that the employee completed assigned duties as much as possible given the time limits; that the employee properly informed his/her supervisor of the status of each project left incomplete; that

the employee's performance had been satisfactory before notice was given; and that the employee had not abused any of the rights and privileges associated with employment at Kern COG. If the position left vacant by someone voluntarily leaving Kern COG has not already been filled, an employee who has left in good standing may be returned to the previously-occupied position at the same salary and benefit level being earned at the time of separation, as determined by the Executive Director.

Section 3. Layoffs

Kern COG shall reserve the right to lay off employees for reasons of economy, organizational efficiency, lack of work, lack of funding, or other cause. In such event, the Executive Director may abolish, in a formal written statement showing cause, one or more positions. Layoffs shall be based on the Executive Director's evaluation of numerous factors.

Section 4. Reporting Change of Status

The Executive Director shall see that the appropriate change of status papers are filed. The formal request for salary and benefit accruals that are rightfully owed to the employee shall also be processed and the earnings shall be forwarded to the employee.

ARTICLE XVII. DRESS CODE

Section 1. Professional Dress Requirement

In the interest of the projection of a professional image to those we serve and others with whom we come in contact, we ask that all employees observe good habits of grooming and personal hygiene.

All employees should dress conservatively, in good taste and according to the requirements of his or her position. Appearance shall be professional, neat, and clean when working inside the office or representing Kern COG outside the office. Proper undergarments must be worn at all times, and employees are prohibited from wearing back-less, bra-less, or evening-type attire. Employees shall report to work fully clothed in appropriate apparel for current work assignments.

An employee reporting to work in violation of this policy will be sent home, without pay, and not permitted back to work until dressed in accordance with Kern COG policy. If there are any questions as to what constitutes proper attire at any time, the Executive Director shall be consulted.

ARTICLE XVIII. CONFLICTS OF INTEREST

Section 1. Acts Constituting Conflicts of Interest

No appointed officer or employee of Kern COG shall engage in any employment, activity or enterprise that results in any of the following:

- a) Using the prestige or influence of a Kern COG office or employment for the officer's or employee's private gain or advantage, or the private gain or advantage of another;
- b) Using Kern COG time, facilities, equipment or supplies for the officer's or employee's private gain or advantage, or the private gain or advantage of another;
- c) Using confidential information acquired by virtue of Kern COG employment for the officer's or employee's private gain or advantage, or the private gain or advantage of another;
- d) Receiving or accepting money or any other consideration from anyone other than Kern COG for the performance of an act which the officer or employee would be required or expected to render in the regular course or hours of employment or as a part of his/her duties;
- e) Performance of an act in other than his/her capacity as a Kern COG officer or employee knowing that such act may later be subject , directly or indirectly, to the control of the officer or employee;
- f) Make, participate in making or in any way attempt to use his/her official position to influence a governmental decision (other than the officer's or employee's terms of employment) in which he/she knows or has reason to know he/she has a financial interest. The terms of Government Code Sections 87100--87103.5, as amended from time to time, including, but not limited to, the definition of what constitutes a "financial interest" and the regulations of the Californian Fair Political Practices Commission shall be controlling;
- g) Non-Kern COG employment or self-employment outside of regular Kern COG working hours which involves such time demands or services of such a character as to impair effectiveness in Kern COG office or employment.

Section 2. Designated Officials and Employees

The following Kern COG officials and employees shall be required to periodically file California Fair Political Practices Commission "Form 700--Statement of Economic Interests:

- a. Each member of the Kern COG Council;
- b. Executive Director.
- c. Planning Director
- d. Administrative Services Director
- e. Financial Services Officer
- f. Regional Planner
- g. Administrative Assistant

Section 3. Violations

Any violations of the provisions contained in this policy shall constitute sufficient grounds for the immediate dismissal, suspension, demotion or reduction in compensation of any appointed official or employee of Kern COG.

ARTICLE XIV. DRUG-FREE WORK PLACE POLICY

Section 1. Introduction

Because the use of drugs or alcohol may impair an employee's ability to perform his/her duties and compromises the existence of a safe work place, Kern COG shall prohibit employees from engaging in the following:

- A. The use or possession of alcohol or controlled substances in the workplace or during the work day; or
- B. The use or possession of alcohol or controlled substances while off duty in such a manner as to cause the employee's job performance to be diminished by such usage, to cause the employee to be under the influence of alcohol or controlled substances during work hours.

Section 2. Policy Notification

Kern COG shall publish a statement notifying employees that the unlawful possession or use of a controlled substance or alcohol in the work place is prohibited and that violation of this policy shall result in disciplinary action. Each employee shall be given a copy of Kern COG's drug-free work place policy.

Section 3. Drug-Free Awareness

Kern COG shall periodically inform employees of its policy regarding the maintenance of a drug-free work place, the dangers of substance abuse in the workplace, any

employee assistance programs which may be made available and the penalties that may be imposed for violations of this policy.

Section 4. Adherence to Policy

Each Kern COG employee shall, as a condition of employment, agree to the following:

- A. Abide by the terms of the drug-free work place policy; and
- B. Notify Kern COG of any criminal drug statute conviction for a violation occurring in the work place no later than five days after such a conviction.

Kern COG shall notify each appropriate federal agency within ten days after receiving notice under subparagraph (B), above, from an employee or otherwise receiving actual notice of such conviction.

Section 5. Employee Assistance Program

- A. Kern COG recognizes that drug or alcohol addiction is a disease for which there is effective treatment and rehabilitation. In order to promote safe working conditions, Kern COG employees shall be eligible to participate in the Kern County sponsored Employee Assistance Program, which provides access to professional services to address substance abuse or other problems that may cause work impairment.
- B. Employees who voluntarily enroll in the Employee Assistance Program shall be granted all accrued paid leave, an unpaid leave of absence or a combination thereof during a treatment period not to exceed six months. This leave privilege shall only be extended to an employee once during employment with Kern COG.

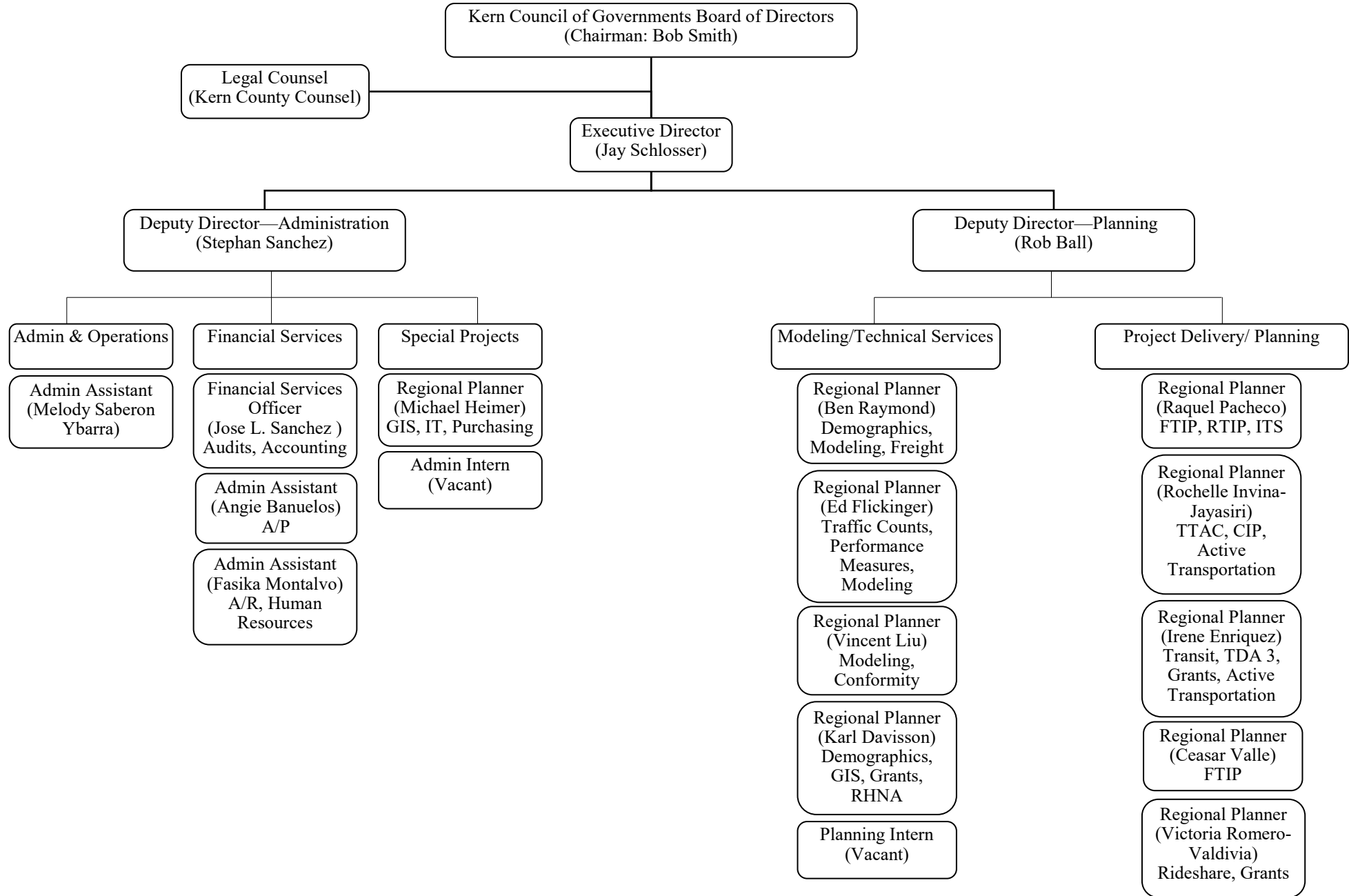
Kern COG shall not cover the cost of substance abuse treatment. Such costs may, however, be covered in the employee's employer provided health insurance policy.

Section 6. Sanctions

Kern COG shall take the following actions within thirty (30) days of receiving notice with respect to an employee convicted of violating a criminal drug statute in the work place or found to be in violation of this policy.

- A. Take an appropriate personnel action against such an employee, up to and including dismissal; and
- B. Require such an employee to satisfactorily participate in an approved substance abuse assistance or rehabilitation program.

Kern Council of Governments Organization Chart
Fiscal Year 2026-27



APPENDIX B

Position Specifications

EXECUTIVE DIRECTOR

Definition

To serve as the chief administrative officer of Kern COG and to be responsible to the Council for the proper administration of all Kern COG affairs.

Typical Tasks

Plans, assigns, and supervises the technical detail and the administrative arrangements of Kern COG; appoints, supervises, suspends, disciplines, or terminates Kern COG employees, subject to policies and procedures adopted by the Council; directs and supervises preparation of the annual budget for the Council and is responsible for budget administration after adoption by the Council; formulates and presents to the Council plans for Kern COG's activities and the means to finance them; supervises planning and implementation of all Kern COG activities; attends all meetings of the Council; acts as secretary to the Council; prepares and submits periodic financial reports to the Council; reports finances and administrative activities of Kern COG to the Council for the preceding year; maintains custody and charge of all Kern COG property other than money and securities; performs other related duties as required by the policies and directives of the Council.

Employment Standards

Graduation from a recognized college or university with a major in city or regional planning or public or business administration, and five years of increasingly responsible professional experience in governmental planning or administration, at least four years of which must have been in city, county or regional planning. Additional parallel work experience beyond the minimum required may be substituted on a year-to-year basis for each year of the required education lacking up to a maximum of two years. A masters in planning or administration may be substituted for two years of the required experience.

Knowledge of the principles and practices applicable to governmental planning and management; knowledge of the trends and statistics affecting public planning; knowledge of the California State Planning Act, Subdivision Act and pertinent county ordinances; knowledge of transportation engineering; ability to collect, analyze and interpret data; ability to establish and maintain cooperative relations with the public; ability to prepare and implement annual work programs and budget; ability to manage and implement an administrative and personnel system; ability to manage a multi-discipline organization.

DEPUTY DIRECTOR OF PLANNING

Definition

Under direction, to assist the Executive Director in the detailed work programming and follow-up of the technical and administrative phases of Kern COG planning; to act for the Executive Director during absences; and to do related work as required.

Typical Tasks

Confers with the Executive Director on matters of policy and procedures; assists with the scheduling and conducting of public hearings, committee meetings and conferences with the Technical Advisory Committee, and Kern COG Board of Directors, and the general public; develops and drafts the Overall Work Program, defining programs, establishing priorities and allocating resources; assists with scheduling and supervising work programs; assists in the collection, tabulation and analysis of data; conducts special studies and prepares reports, recommendations and agendas; makes recommendations and renders decisions on more difficult interpretation and items of a complex nature; prepares complex research and technical reports; assists with the compilation, formulation, presentation and administration of the agency budget; assigns, coordinates and supervises work assignments; maintains cooperative liaison with other agencies; represents the department at various meetings and hearings.

Employment Standards

Completion of a four-year college education in planning or a related field, and five years of governmental planning work experience, two years of which must have been in a supervisory capacity; or any equivalent combination of training and experience.

Knowledge of the principles and practices of governmental planning; working knowledge of current trends in planning; knowledge of the techniques and processes involved in the preparation and implementation of long-range plans; general knowledge of California State Conservation and Planning Law, and other statutory requirements relative to planning; ability to direct and supervise subordinates; ability to establish and maintain harmonious relations with public groups/organizations.

May require knowledge of transportation planning in the areas of trip-generation estimation, trip distribution, mode-choice analysis, automobile-occupancy characteristics, time-of-day characteristics, traffic-assignment density/highway spacing relationships, site development impact analysis, corridor analysis and rideshare operations and marketing.

DEPUTY DIRECTOR OF ADMINISTRATION

Definition

Under general direction, to be responsible for the organization and administration of an Administrative Division; to coordinate budget request preparation, appropriation, expenditure and fiscal management of Kern Council of Governments (Kern COG) resources; and to do related work as required.

Distinguishing Characteristics

This position is responsible for a wide variety of complex administrative and business management processes, procedures and policies within the Administrative Division. The incumbent advises and assists the Director in personnel and fiscal management and control, implementing effective systems to provide for changing requirements of major programs and is expected to exercise considerable independent professional judgment in solving significant problems related to major administrative and business activities.

Typical Tasks

Plans, organizes, directs and coordinates the Administrative Division of Kern COG; develops and executes financial control systems; manages various budget units; analyzes accounting requirements and develops accounting systems; maintains responsibility for budget preparation and operating controls; may become involved in the future development of a program, activity, or division, including planning expansion, improvements and priorities for multiple work locations; develops information systems which insure awareness of budgets, revenues, and resultant expenditures; may conduct comprehensive cost benefit analyses; administers financial appropriations/instruments for compliance and accounting functions; directs, implements and revises record storage, program content, statistical and financial systems and procedures for EDP equipment; reviews, interprets and recommends implementation and control procedures to comply with directives from various sources; conducts and coordinates studies and analyses in relation to administrative operations and procedures and formulates and prepares recommendations of the same; may make written and verbal presentations to a wide variety of people, including professionals on technical and complicated subject matter; works through staff to insure effective operation of various office units; represents the department as assigned by the Director; develops and writes business correspondence of a complex nature, including policy and program analysis; assists administration with personnel functions; plans, assigns and evaluates the work of subordinates; consults with management team to provide administrative guidance; may be required to negotiate terms and conditions of various service contracts; may monitor and evaluate the performance of outside contract consultants providing services for agency; may provide liaison for review, evaluation, recommendation and

Administrative Division Chief (Continued)

implementation of administrative procedures to integrate governmental agency changes in matters affecting accounting, claiming and reimbursement practices.

Employment Standards

Completion of a Bachelor's Degree in Business or Public Administration or a closely related degree and four (4) years increasing experience in managerial, administrative or staff capacity performing administrative tasks involving budget preparation, personnel analysis, reporting systems, data processing, or in closely related work requiring substantial knowledge of statistical, fiscal, or accounting methods. A Master's Degree in Business or Public Administration may be substituted for one year of required experience.

Knowledge of accounting, budgeting procedures and fund accounting; knowledge of the application of modern business and public administration principles to problems of office management; knowledge of appropriate legislative codes or guidelines; ability to supervise complex accounting functions; ability to interpret laws and regulations and apply them in practical applications; ability to draw up budgets, work under pressure, make comprehensive reports and work harmoniously and effectively with division heads and others; ability to handle complaints judiciously; ability to use tact, initiative and good judgement in a variety of difficult administrative situations; ability to supervise and train subordinate staff and supervisors, and to win the confidence and respect of associates; ability to communicate clearly and concisely, orally, and in writing.

License

Valid Class III California Motor Vehicle Operator's License.

FINANCIAL SERVICES OFFICER

Definition

Under general direction of the Executive Director and Director of Administrative Services, recommend and administer Kern COG Board policies regarding budgetary, financial, and administrative matters; supervise and coordinate and prepare the Overall Work Program and annual budgets for Kern COG and the Motorist Aid Authority; monitor work element budget execution; accounts payable and receivable; perform special studies; respond to Board referrals; prepare and present fiscal audits; analyze service delivery processes and systems; facilitate interdepartmental coordination and collaboration; supervise capital improvement planning.

Distinguishing Characteristics

This is a supervisory-level position requiring close coordination with the Executive Director and Director of Administrative Services.

Essential Functions

- Plans, coordinates, and supervises the work of Administrative Analyst(s); trains and orients new staff.
- Confers regularly with Director of Administrative Services on work assignments.
- Develops and administers policies, procedures, and information systems for Overall Work Program and budget development, administration, and financial control.
- Assists in developing budget balancing strategies and coordinating budget planning activities.
- Monitors and analyzes state and federal budget developments affecting Kern COG budget or fiscal operations.
- Assumes lead staff role in all agency fiscal operations.
- Oversees administration of the agency's benefits plan(s).
- Provides consultation and advice to Kern COG staff on fiscal matters.
- Responds to inquiries from the public, media organizations, and other agencies regarding COG budgetary and fiscal matters.
- Prepares and presents reports; prepares special studies as required.

Other Functions:

- Prepares correspondence and other written communications.
- Attends meetings and conferences.
- Speaks before public groups as assigned.
- Performs job-related duties as required.

Financial Services Officer (Continued)

Employment Standards

Graduation from an accredited college or university, with a major in Public or Business Administration or closely related field, and four years of administrative and/or financial experience relevant to the tasks outlined above, or two (2) years as an Administrative Analyst III.

Knowledge of: administrative, organizational, work methods, and procedures analyses; public finance, budgeting, and governmental fund accounting; statistical methods and graphic presentation.

Ability to: prepare reports and present ideas orally and in writing; gather and analyze data; use a personal computer and various software; establish and maintain effective working relationships and to win and maintain the confidence of others; plan, coordinate, and supervise the work of others.

ADMINISTRATIVE ASSISTANT

Position Purpose

Under direction, assists with Kern COG management activities such as:

- Finance;
- Budgeting;
- Purchasing;
- Personnel;
- Program administration;
- Policy development;
- Office management;
- Contract administration;
- Public information and;
- Program monitoring.

Employment Standards

Graduation from an accredited college or university with a Bachelor's degree in business or public administration or closely related field. Experience in administrative analysis, budgeting, accounting, personnel or office management; or equivalent combination of education and experience will be considered.

Knowledge of:

- Accounting principles;
- Financial and budgetary management;
- Contract administration and;
- the application of business and personnel administration principles.

Ability to:

- Analyze administrative problems and make appropriate recommendations;
- Prepare, organize and interpret financial and statistical data, tables and charts;
- Compose technical and comprehensive narrative reports;

Typical Job Duties

- Document preparation and processing.
- Researches, collects and analyzes information used for making recommendations regarding budgeting, financial management, cost allocation, procurement, contracting, personnel and operations policy.
- Assists with accounts payable and receivable.
- Assists with budget planning, development and administration.
- Assists with establishing and implementing legislative goals and office policies.
- Financial/project recordkeeping.

Administrative Assistant (Continued)

- Payroll processing.
- Personnel-related and/or human resource policies, recordkeeping and training.
- May direct special programs or projects for Kern COG, as assigned. Assists with contracts administration and office management.
- Acts as a liaison with other agencies and individuals and serves as a public information source as required.
- Writes technical reports and correspondence related to assignments.
- Using computer software, performs data accumulation, analysis, evaluation, reporting and documentation.
- Project/event coordination and perform other related duties as required.

Physical Requirements

Body Position

- Sit to operate the computer, talk on telephone, work at desk and to drive vehicle for travel;
- Sit/stand to work with public and other employees as needed;
- Twist upper body to use office equipment, relocate shelved materials, and talk on the telephone;
- Stand/stoop/crouch/kneel/squat to file or retrieve materials in low cabinets or on low shelves; and walk/stand to deliver materials within the office.

Object Manipulation

- Use the computer – press keys with fingers, both hands;
- Operate a telephone – reach, lift with hand, press keys with fingers;
- Use pens and pencils to record data – grasp by thumb and finger, twist with wrist/hand; and
- Use keys to unlock office and file cabinets – grasp by thumb and finger, twist with wrist/hand.

Weight carrying requirements

- Lift, transport, position, install or remove up to 65 lbs. of paper files, parcels, office supplies, furniture or equipment within the office environment; for public meetings or workshops; or public outreach events in various locations.

Environmental Demands

- Work under general office noise with telephones ringing, people talking, printers operating, copiers/other office equipment running;
- Occasional work during outdoor events/activities in a variety of weather conditions with or without shade; and
- Work indoors in a carpeted environment to perform office-related responsibilities.

ADMINISTRATIVE INTERN

Definition

Under close supervision, to assist with the technical or professional work in Kern COG or a member agency, and to do related work as required.

Distinguishing Characteristics

Employment in this classification is restricted to full-time students enrolled in a college curriculum leading to a bachelor's degree. It provides a means of summer or short-term employment whereby students may become familiar with the practical application of course studies. Employment in this classification is restricted to temporary appointments while pursuing college studies. No full-time permanent appointments will be made.

Typical Tasks

Performs a variety of work assignments in various member agencies; assists in preparing or analyzing budget requests, organizational and procedural studies, classification and pay studies and training programs; gathers and analyzes data; prepares correspondence and reports; interviews and consults with officials, employees, business representatives and interested persons or groups; may be required to be familiar with laws, rules, policies and procedures.

Employment Standards

Completion of two years of college in a curriculum leading to a bachelor's degree in public or business administration or related field.

Ability to learn and perform varied types of administrative work; interview effectively; prepare correspondence and reports; establish and maintain effective working relationships with employees and the general public.

PRINCIPAL PLANNER

Definition

Under direction, coordinates and supervises planning studies, responsibility for the functional areas assigned, and do related work as required.

Typical Tasks

Assists with the supervision of the professional and technical staff in the coordination of planning activities, including the following tasks: compilation, analysis, and presentation of data in the development of plans, proposals, and programs; matters relating to the California Environmental Quality Act; coordinates with the Kern COG Executive Director giving advice on all activities within the agency; supervises and is responsible for the accomplishment of work projects and assignments; determines priorities and objectives and reviews same with the Executive Director; is responsible for preparation and review of reports relating to the activities of the agency; makes recommendations and renders decisions on more difficult interpretations and items of a complex nature; prepares complex research and technical reports; supervises and directs studies and map preparation; schedules agenda items; meets with community groups and organizations; attends meetings and makes presentations to the COG Board; maintains statistics and data pertaining to planning division activity.

Employment Standards

Graduation from a recognized college or university with a degree in Planning and four years experience in planning. Graduation from a recognized college or university with a degree in Architecture, Engineering, Public Administration, or related field, if courses in Planning have been completed as part of the program, the requirements for planning courses may be waived for those having experience in planning or community development as relevant. Graduate work in Planning or a related field may be substituted for up to one year of the required work experience.

May require knowledge of transportation planning in the areas of trip-generation estimation, trip distribution, mode-choice analysis, automobile-occupancy characteristics, time-of-day characteristics, traffic-assignment density/highway spacing relationships, site development impact analysis, corridor analysis, and rideshare operations and marketing.

REGIONAL PLANNER

Position Purpose

Under direction, may complete or assist in:

- planning research, including report, map, and plan preparation;
- citizen participation and awareness activities, environmental review requirements;
- a variety of field and office work in the completion, analysis and presentation of planning data;
- preparing statistical reports; performs a variety of technical planning functions including plan and program preparation;
- responsible research, design and related work in preparing comprehensive, long-term plans in environmental analysis;
- gathering, statistical analysis and reporting of social, economic and urban planning data for planning studies;
- development and maintenance of regional information systems;
- preparing environmental assessments, interpret demographic data and related work as required;
- coordinating and/or supervising specific planning activities and programs. Works closely with the Planning Director and Executive Director to formulate, organize, and implement various planning functions and related work as required.

Employment Standards

Graduation from a recognized college or university with a degree in planning, architecture, engineering, public administration, or related field if courses in planning have been completed as part of the program. The requirement for planning courses may be waived for those having experience in planning or community development as relevant. Graduate work in planning may be considered in lieu of experience.

Knowledge of:

- Principles and practices of city and regional government planning;
- Principles and practices of policy planning;
- Techniques and processes involved in long-range plan and program preparation;
- Planning law; and Data collection and analysis;
- Environmental review procedures and citizen participation techniques.
- Must have superior communication skills and the ability to supervise other professional staff members;
- Ability to establish and maintain effective public relations;
- Ability to supervise small work groups;
- Ability to write clearly and effectively and the ability to perform and coordinate complex planning activities.
- Use a personal computer and various software applications;

Regional Planner (Continued)

Typical Job Duties

- Accumulates and analyzes basic data for special reports;
- Makes field investigations of areas involving planning;
- Prepares reports and maps;
- Performs technical activities required for plan formulation, including project proposal analysis;
- Prepares environmental review documents;
- Engages in citizen participation activities;
- Answers inquiries from public regarding Kern COG data collection activities;
- Attends workshops.
- Prepares statistical tables, computations, reports and graphs for use in planning studies through various software packages;
- Codes and enters data;
- Operates map digitizing equipment;
- Formats, processes and tabulates data;
- Produces associated computer reports and plots, resolves data inconsistencies.
- Provides technical support for data base files including GIS, assists in developing modeling systems;
- Provides technical support, makes recommendations and responds to member agencies regarding data, information needs and methodology;
- Works in the compilation, analysis, and presentation of data necessary for the development and/or implementation of plans;
- Performs complex design and illustration work;
- Undertakes special studies and projects;
- Coordinates and implements certain environmental review procedures;
- Acts as technical liaison to state and local agencies as requested;
- Analyzes demographic data;
- Assists in project development and serves as public information source as required;
- Assists in developing, implementing, monitoring, updating and maintaining computerized data and modeling systems;
- Provides associated programming expertise;
- Maintains computerized GIS data base;
- Land use mapping;
- May assist in conducting special studies and network development concepts and does other related work as required.
- Assists on matters related to planning policy and procedure;
- Analysis and presentation of data related to plan preparation;
- Establish private/public partnerships to coordinate transportation issues;
- Work closely with employers to develop solutions to transportation problems

Regional Planner (Continued)

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- Dispenses general rideshare information;
- Provides route-to-work searches;
- Provides personalized commute information to the public.
- Provides commute option information to employers, individuals, municipalities and transportation experts;
- Conducts meetings to build alternative commute awareness;
- Meets with employers to increase alternative commute participation at a local level.
- Develops marketing strategies and education programs directed to employers and the public;
- Maintains a database of commute alternative participants and respond to database requests by providing information on carpools, vanpools, public and private buses, and park-and-ride lots.
- Assists in the preparation of reports on complex transportation issues;
- Prepares reports on commuter attitudes and travel behavior, consumer satisfaction, case studies, demonstration project evaluations, and overall transportation demand management program performance;
- Prepares and reviews complex reports and documents;
- Meets and consults with governmental officials and the public on planning-related matters;
- Makes presentations at public meetings and hearings.
- Under direction, coordinates specialized planning activities within the agency;
- May supervise and be responsible for project and assignment completion;
- Develops proposals for and coordinates new programs and methods for accomplishing planning goals;
- Prepares written reports and analyses concerning different aspects of planning-related programs;
- May coordinate and supervise citizen participation and environmental review process.
- May supervise task-oriented staff members or teams organized to accomplish various planning functions;
- May supervise matters relating to the California Environmental Quality Act;
- Compiles, analyzes, and presents data in plan, proposal, and program development;
- Makes recommendations and renders decisions on more difficult interpretations and items of a complex nature;
- May supervise and direct studies and map preparation;
- Develops, implements, monitors, updates and maintains computerized data and modeling systems;
- Schedules agenda items.
- Other related work as required.

Regional Planner (Continued)

Physical Requirements

Body Position

- Sit to operate the computer, talk on telephone, work at desk and to drive vehicle for travel;
- Sit/stand to work with public and other employees as needed;
- Twist upper body to use office equipment, relocate shelved materials, and talk on the telephone;
- Stand/stoop/crouch/kneel/squat to file or retrieve materials in low cabinets or on low shelves; and
- Walk/stand to deliver materials within the office.

Object Manipulation

- Use the computer – press keys with fingers, both hands;
- Operate a telephone – reach, lift with hand, press keys with fingers;
- Use pens and pencils to record data – grasp by thumb and finger, twist with wrist/hand; and
- Use keys to unlock office and file cabinets – grasp by thumb and finger, twist with wrist/hand.

Weight carrying requirements

- Lift, transport, position, install or remove up to 65 lbs. of paper files, parcels, office supplies, furniture or equipment within the office environment; for public meetings or workshops; or public outreach events in various locations.

Environmental Demands

- Work under general office noise with telephones ringing, people talking, printers operating, copiers/other office equipment running;
- Occasional work during outdoor events/activities in a variety of weather conditions with or without shade.
- Work indoors in a carpeted environment to perform office-related responsibilities.

PLANNING TECHNICIAN

Definition

Under direction, to perform a variety of office and field work in the development and maintenance of maps and various related planning materials; and to do related work as required.

Distinguishing Characteristics

Trainee Class

This is the entry level of the Planning Technician series. Positions in this class are responsible for learning and performing closely supervised routine and repetitive tasks according to established procedures.

Class I

This is the journeyman level of the Planning Technician series. Positions in this class normally involve the performance of routine repetitive tasks according to established procedures.

Class II

This is the advanced level of the Planning Technician series. Incumbents are given varied assignments and are expected to complete them without detailed supervision. Independent action and judgement based on agency procedure are important aspects of the job.

Typical Tasks

Trainee Class

Uses various software to support basic map creation; operates office equipment; prepares display maps; picks up and delivers materials; makes field surveys; indexes and files maps, photographs, and documents, prepares special materials and reports as requested; records and enters data using various graphic and/or electronic media.

Class I-II

Uses various software to create and maintain maps, involving new and existing maps; reproduces totally or in part any maps as requested.

Planning Technician (Continued)

Employment Standards

Trainee Class

Completion of the twelfth grade, including or supplemented by courses in manual and automated drafting, spreadsheets, databases, or related areas; knowledge of and ability to use various drafting and mapping software and techniques; familiarity with various types of maps; ability to follow directions and established procedures; ability to work with others effectively.

Class I

Completion of twelfth grade including or supplemented by courses in automated drafting, spreadsheets, databases, and one year of experience in mapping or related areas; Completion of two years college with a major in automated drafting, information systems or closely related field may be substituted for lack of experience.

Knowledge of and ability to understand and plot complex legal descriptions; knowledge of and ability to use various drafting software and techniques; knowledge of automated map drafting and GIS techniques; familiarity with various types of maps; ability to work with others effectively.

Class II

Completion of the twelfth grade including or supplemented by courses in automated drafting, spreadsheets, databases, and three years of experience in map or related drafting work; completion of two years college with a major in automated drafting, information systems or closely related field and two years of experience in a capacity equivalent to Planning Technician I may be substituted.

Same knowledge and ability as class I.

EXECUTIVE SECRETARY

Definition

Under direction, to perform secretarial duties for the Kern Council of Governments' Executive Director, to relieve the Executive Director of considerable administrative detail requiring an unusual amount of independent judgment in making decisions on important matters; to actively assist the Executive Director in determining procedural policies; to prepare agendas and take minutes of Kern COG Board and Commissions; and to do related work as required.

Distinguishing Characteristics

Executive Secretary is the highest level in the secretarial series and functions in a quasi-administrative aide capacity. Positions in this class relieve the Executive Director of a considerable amount of administrative detail commonly including answering detailed and complex correspondence, exercising some budgetary control, answering difficult questions in person, and assisting the Executive Director in determining procedural policies.

This class is further distinguished by the assignment of agenda preparation for major boards and commissions, and the taking of minutes at meetings of major boards and commissions.

Typical Tasks

Takes and transcribes dictation in the form of correspondence, reports, and forms; types letters and from handwritten drafts, correcting grammar and spelling; independently composes lengthy and complex correspondence; composes periodic reports, prepares agendas and related materials for Kern COG Boards and Commissions; takes minutes at meetings of Kern COG Board and Commissions; sorts mail and other materials; set up new file folders; maintains files and records; gathers all files and pertinent materials relating to a situation or problem to permit review and action by Executive Director; gathers payroll information; posts payment or revenues to ledgers; assists in the control of budget expenditures; prepares expense vouchers; answers routine or difficult questions in person; makes and reminds people of appointments; greets and directs the public to the proper person or department; questions clients to obtain specific information needed to fill out forms; screens and routes telephone calls; answers questions of callers; places calls to give or obtain information; directs and coordinates the work of a staff of office workers; assists in the training of employees; researches problems in work flow and accuracy and proposes corrective actions; reviews computations for accuracy; controls access to confidential files; reviews published information for usefulness to agency; walks documents having a

Executive Secretary (Continued)

high priority through processing steps to insure timely completion; reads mail and determines actions to be taken.

Employment Standards

Five years of progressively responsible stenographic and secretarial experience, one of which must have been at a level comparable to Secretary. College level education with major course in secretarial training, business administration, English, or a related field may be substituted for general stenographic and clerical experience on a year-for-year basis up to a maximum of two years.

Knowledge of proper grammar, punctuation and spelling; proper telephone techniques and procedures; public relations practices; alphabetical and numerical sequences; ability to take shorthand at a speed of not less than 90 words per minute and transcribe shorthand notes at a speed of 30 words per minute; type from clear copy at 45 net words per minute; follow oral instructions; communicate effectively orally; set up letters, memos, resolutions and reports in appropriate formats; follow written instructions; determine work priorities; communicate in written form; make decisions or answer questions based on agency policies; perform arithmetical calculations; read and understand English; organize work with a sense of priorities; perform basic arithmetical computations.

SENIOR SECRETARY

Definition

Under direction, to perform secretarial and clerical duties for the Kern Council of Governments' Executive Director; to assist in the performance of administrative details; to assist in developing operating procedures; and to do related work as required.

Distinguishing Characteristics

Positions in this class are assigned significant duties requiring a higher level of initiative and independent judgment than positions designated as Secretary. Senior secretaries are commonly given more responsibility for composition of lengthy and complex correspondence without being given specific instructions. It is also more common for senior secretaries to participate in meetings with department executives discussing existing or proposed procedures.

Typical Tasks

Takes and transcribes dictation in the form of correspondence, reports, and forms; types letters and forms from straight copy, adding and deleting specific words; types letters and forms from handwritten drafts, correcting grammar and spelling; types charts; types information onto form letters; composes routine and complex correspondence from brief or no instructions; composes form letters; prepares draft agendas for the Kern COG Board; enters information into logs; pulls and files cards and folders; sorts and distributes mail and other materials; sets up new file folders; purges information from files; maintains personnel files and records; gathers files relating to a problem or situation to permit review and action by Executive Director; receives and receipts money; gathers payroll information; receives monies and prepares receipts; posts payments and revenues to ledgers; answers routine or complicated questions in person and over the telephone; makes and reminds people of appointments; dispenses printed materials to the public; questions clients to obtain specific information needed to fill out forms; keeps track of location of agency employees; screens and routes telephone calls; answers questions for callers; places calls to give or obtain information; assists in the training of employees; reviews computations for accuracy; controls access to confidential files; reviews published information for usefulness to agency; performs research of specialized information for agency; reads mail and determines actions to be taken; participates in meetings with Executive Director to discuss existing and proposed policies or procedures; and takes minutes at meetings of boards, committees and commissions. Types and composes resolutions, keeps resolution file and log. Determines actions to be taken regarding local clearinghouse procedures, composes letters regarding local clearinghouse review and keeps local clearinghouse log. Duplicates agendas, agenda materials and other information. Originates and updates mailing lists.

Senior Secretary (Continued)

Operates dictation equipment. Operates automated typewriting equipment and micro computer, employing various software systems to accomplish data input, manipulation and output.

Employment Standards

Three years of increasingly responsible to secretarial or stenographic experience. Knowledge of proper telephone procedures and etiquette; proper grammar, spelling and sentence structure; alphabetical and numerical sequences; ability to take shorthand at a speed of 90 words per minute and transcribe shorthand notes at a speed of 30 words per minute; type from clear copy at 45 words per minute; follow written instructions; effectively communicate orally; make arithmetical computations; communicate in written form and establish work priorities.

SECRETARY

Definition

Under supervision, to perform a variety of routine typing and clerical functions and duties of average difficulty.

Distinguishing Characteristics

This position is at the trainee and entry level. Under supervision, perform routine, repetitive typing and clerical tasks following established policies and procedures.

Essential Functions

Type letters, form letters, agendas, reports, memoranda, standardized preprinted forms, and envelopes from information received by oral instruction or on handwritten, typed or dictated form; transcribes minutes of public proceedings. Compose letters, agendas and memoranda and completes standardized forms based upon general oral, handwritten, typed or dictated instructions. Proofread typed and handwritten letter, form letters, agendas, memoranda, reports, documents and forms to correct grammar and spelling, and to check completeness and accuracy. Follow documents, forms and files through appropriate processing steps to assure timely and accurate completion. Perform filing of a variety of printed and/or recorded materials, reports, documents and publications. Create file folders; searches for files and records; gather files; retrieve requested information from files; monitor use of files and their contents; purge files and their contents, as authorized; and close files. Receive, open, sort and distribute mail; read mail to determine required action; route mail as appropriate. Maintain mailing lists; prepare large mailings; address and package envelopes. Answer and route telephone calls; take messages; answer routine questions. Greet visitors at a public counter; direct public to proper locale; and answer routine questions. Gather information from agency sources, outside resources and the public in person or by telephone. Maintain employee in/out board; locates employees; inform employees of appointment, processing changes and other matters. Operate a variety of office machines including personal computer and peripheral equipment, electric typewriter, copier, facsimile, folding machine, postage mail machine, tape recorder and multi line telephone system. Operate personal computer using various software systems, including word processing and network communications.

Other Functions

Type a variety of legal documents such as minute orders, resolutions and contracts. Serve as clerk at public meetings; operate tape recorder; and take handwritten minutes. Assist in maintaining an adequate stock of office supplies. Handle petty cash; write receipts. Perform other related duties as required.

Secretary (Continued)

Employment Standards

Any combination of training and experience which provides the requisite knowledge and abilities.

Knowledge of standard office procedures; proper telephone etiquette; alphabetical, numerical and chronological sequences; and proper spelling, grammar and punctuation. Ability to read and follow written instructions; understand and follow oral instructions; communicate effectively both orally and in writing; perform clerical duties under pressure and/or with constant interruption; operate a variety of office machines; learn to operate a personal computer and software applications; and deal tactfully with other employees and the public.

OFFICE SERVICES SPECIALIST

Definition:

Under supervision, to perform specialized support activities requiring knowledge and experience in the area of assignment. Duties might include: developing and preparing a variety of correspondence, reports, and documents; assisting with the processing of accounts payable; serving as a lead to lower levels; and gathering data and statistics for use in maintaining master contact databases and directories.

Distinguishing Characteristics:

The Office Services Specialist is distinguished from other office positions by its specialized support activities requiring extensive knowledge and experience in the area of assignment.

Essential Functions:

** May serve as a lead, to include assigning and monitoring work, training employees on work methods, providing direction and prioritizing and assigning work

** Responds to requests for information from the general public, other internal departments, and employees; investigates customer complaints.

** Gathers data and statistics for assigned area of responsibility; prepares draft copies of related reports and maintains master contact databases and directories.

** Prepares meeting agendas; assembles agenda packets; attends meetings and takes minutes; distributes meeting minutes to appropriate individuals.

** Performs various clerical duties, utilizing standard office equipment, to include: screening incoming calls; taking and transmitting messages; distributing mail; making photocopies; typing; and, word processing.

** Prepares a variety of documents by typing, performing data entry or word processing.

Essential Functions: (continued)

** Processes a variety of forms and paperwork, using established procedures; assists in the processing of accounts payable and payroll.

** Files documents alphabetically, numerically, or by other prescribed method; maintains departmental records; coordinates records retention activities for assigned department.

** Proofreads, edits, and updates a variety of documents.

Other Functions:

** Performs other duties of similar nature or level as required.

Employment Standards:

High School Diploma, or G.E.D., and three years of clerical, general computer and office experience directly related to the area of assignment; or, an equivalent combination of education and experience sufficient to obtain the knowledge and skill to successfully perform the essential duties of the job.

Additional Requirements:

Some Positions May Require:

** Possession of a Valid California Driver=s License

** Proficiency in the use of word processing software, such as Microsoft Word and WordPerfect.

Knowledge of: statistical methods; data compilation methods; inventory maintenance principles; customer service principles; standard office procedures, methods, and equipment; transcription methods; basic filing and recordkeeping principles; basic mathematical concepts; English language, grammar, and punctuation.

Skill in: conducting research; compiling data; transcribing from tapes; preparing a variety of reports; prioritizing work; performing multiple tasks simultaneously; entering information into a database; maintaining various records and files; preparing meeting agendas and minutes; using computers and related software applications; performing mathematical calculations; processing forms using established guidelines; providing customer service; filing; keyboarding; using standard office equipment; and, communicating both orally and in writing sufficient to exchange or convey information and to receive work direction.

APPENDIX C

Pre-Employment Inquiries

PRE-EMPLOYMENT INQUIRIES

Definition

Pre-employment inquiry includes any question asked of an applicant on an application, on a written exam, or in an interview that gathers information to be used in selection procedures.

EEOC Guidelines

The Equal Employment Opportunity Commission (EEOC) has taken the position that any question asked of an applicant during the selection procedures must conform to both the spirit and intent of Title VII of the Civil Rights Act and related amendments and court decisions.

EEOC and the courts have found that many common pre-employment inquiries that are not specifically job-related tend to have a negative or disproportionate effect on "protected groups." The "protected groups" included minorities, women, handicapped people, and people over forty years of age.

To avoid asking questions that may be discriminatory, selection tools should be judged against the following questions:

1. Does the question clearly conflict with the EEOC guidelines or related court decisions?
2. Does the question conflict with the spirit and/or the intent of any civil rights legislation?
3. Is the question directly job related?
4. Can the question be proven to be a business necessity or a bona fide occupational qualification?
5. Does the inquiry constitute an invasion into the applicant's privacy?
6. Has the question been proven to be valid as a predictor of success in the job for which an applicant is applying?
7. Will the answer to the question have a disparate effect in screening out members of a particular protected group?

Appropriate Versus Inappropriate Inquiries

Under each topic listed below, a discussion will explain what information can or cannot be elicited from the job candidate. Examples will also be given of questions that are appropriate and inappropriate.

Name

The applicant's name is required for identification purposes. Sometimes, it is helpful to find out if education or employment records would be found under other names. However, questions regarding the history of a surname or an individual's maiden name, may provide unnecessary information about the individual's race or national origin.

Don't Ask: What is your maiden name? Have you changed your name for any reason?

Substitute: Have you used another last name in which your educational or employment records are filed?

Address

The applicant's address is necessary for the employer to be able to contact the individual. Questions that ask for previous addresses, whether the individual owns or rents his or her home, or how long the individual has lived in the home, may indicate an individual's socio-economic status, religion or race; such as a single female, poor Hispanic, Jewish ghetto, etc. Where a person lives or has lived does not relate to success on the job and therefore does not need to be asked. The same principle applies to asking for addresses of relatives.

Don't Ask: In case of emergencies, please supply the name, address, and telephone number of one of your relatives and what the relationship is. How long have you lived at this address? Where did you live previously?

Substitute: Who can we contact in case of emergencies? Name, address and telephone number.

Age

Often an employer asks about age to ensure the individual is at least 18 years old or can obtain a valid work permit. However, requiring every person to give their age may be discriminatory towards those who are over the age of 40 under the Age Discrimination in Employment Act. Therefore, most questions that would give away a person's age should be avoided. Age can be validated as a bona fide occupational qualification in certain circumstances, such as when a person must be 21 years old to serve liquor. In such cases, the required minimum age should be advertised with the job announcement. Proof of the required age may be requested after the person is hired.

Don't Ask: Age? Birth date? What year did you graduate from elementary school or high school?

Substitute: Are you over 18 years old or can you obtain a valid work permit? If hired, could you provide proof that you are 18? Did you graduate from high school? What is the highest level of education achieved?

Birthplace of Individual or Relatives

Knowing the birthplace of an applicant or the birthplace of spouses and relatives is unnecessary for predicting job success. Such information could indicate race, religion, color, and/or national origin.

An employer does need to know if an individual has the legal right to work in the United States and may require proof after the individual has been hired. However, the employer does not need to know if the individual is a native-born citizen of the United States or a naturalized citizen.

Don't Ask: Where were you (or your spouse or your parents) born? Are you a U.S. citizen?

Substitute: Do you have the legal right to work in the United States? Once hired, could you provide proof that you have the legal right to work in the United States?

Sex, Marital, and Family Status

Under most circumstances, information about sex, marital, or family status should not be required to determine the individual's ability to do a particular job. In very rare circumstances, sex may be validated as a bona fide occupational qualification. Also, date on sex may be used in pre-employment decisions. In regards to family status, the employer may ask for the name and address of a parent or guardian if the applicant is a minor.

Asking questions about an individual's marital status, number and ages of children or dependents, provisions for child care, pregnancy, childbirth, or birth control are inappropriate under any circumstance. Such questions frequently have been proven to have a disparate effect against females.

Physical Description or Condition

Most employers want to hire people who are physically able to perform the job. However, asking for a person's medical condition or if a person is limited physically in any way usually is discriminatory towards handicapped people. The same principle applies when asking a person if he or she has ever received workers' compensation and for what purposes.

Asking for height and weight or requesting a photograph can also prove to have discriminatory effects, indicating sex, color, race and visible handicap. Certain height and weight requirements may be necessary for the person to reach far enough or be able to lift heavy enough objects. If this is so, another test of those abilities should be devised. Photographs may be taken for identification purposes only after an individual is hired.

Don't Ask: Do you have physical defects? Have you had any recent or past illness or operations? What was the date of your last physical exam? How tall are you or how much do you weigh?

Substitute: Do you have any physical impediments which might, in any way, hinder your ability to perform the job for which you have applied? Have you had any recent or past operations which might, in any way, hinder your ability to perform the job for which you have applied? Are you willing to have a physical exam at your expense if the nature of the job requires one? Are you able to reach (a certain) height? Can you lift over 100 pounds.

Arrest and Criminal Records

An individual's arrest record has been ruled by the courts to be an unlawful basis for refusal to employ, unless a "business necessity" for such a policy can be established (such as when the employee must be bonded). An arrest is not indication of guilt, and courts have found that where minorities are subject to disproportionately higher arrest rates than whites, refusal to hire on this basis has a disproportionate effect on minority employment opportunity.

Federal courts have also rule that conviction of a felony or misdemeanor should not, by itself, constitute an absolute bar to employment, and that the employer should give fair consideration to the relationship between the nature of the act resulting in conviction and the applicant's fitness for the job in question.

Don't Ask: Have you ever been arrested? Have you ever been convicted of a misdemeanor or felony -- when and for what? Did you ever serve time in a correctional institution?

Substitute: Have you, since the age of 18, ever been convicted of a misdemeanor or felony? (Note: A conviction will not necessarily bar you from employment. Each conviction will be judged on its own merits with respect to time, circumstances, and seriousness.) If necessary for employment, is there any reason why you could not be bonded?

Religious Affiliation or Organizational Memberships

Asking about religion or creed in any way is in violation of the law. Any question that may pertain to religion or religious beliefs, such as working on certain days, should be avoided. The law requires that employers make reasonable accommodation for an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business. However, if such questions are asked, the employer should indicate that reasonable effort will be made to accommodate employee religious needs. It is better for the employer to simply make a statement about the normal work hours and days and the normal holidays allowed and then let the individual apply knowing these time requirements beforehand.

An individual may belong to other organizations, such as clubs or professional groups, in which he or she has learned valuable job skills. Many times these clubs or societies could be traced to a person's religious affiliation, race, color, national origin, ancestry, sex or age. Therefore, instead of asking the applicant to list all organizations to which he or she belongs, the applicant should be allowed to describe voluntarily the skills gained while participating in the organizations and to list all job-related associations.

Don't Ask: What religious holidays do you observe? Would your religious beliefs keep you from working on Sundays? What clubs, societies, or professional organizations do you belong?

Substitute: All employees will have Christmas Day and New Year's Day off. The normal working hours for this position are 8:00 a.m. to 5:00 p.m., six days a week. Have you ever belonged to a club, organization, society or professional group which has a direct bearing upon your qualification for the job which you are seeking?

Education

The courts have found non-job related educational requirements which have disparate effect on protected groups a major area of illegal discrimination. Where graduation from high school or where specific college degrees is not proven to be a significant predictor of job performance, using educational requirements may disqualify minorities at a higher rate. Therefore, educational requirements deemed necessary for each position should be carefully scrutinized.

Asking the applicant to list extra-curricular activities related to the educational environment can also prove to be discriminatory unless the employer qualifies the question by asking for job-related activities.

Don't Ask: Where did you attend high school and when did you graduate? What subjects were you interested in when you were in college? In what extra-curricular activities or clubs did you participate while in school?

Substitute: Did you complete high school? (You only need to answer if a high school diploma is required for the position for which you are applying.) While in college, did you take any courses that directly related to the job for which you are applying? While in school, did you participate in any activities or belong to any clubs which have a direct bearing on the job for which you are applying?

Job and Military Experience

Previous job experience is the best predictor of job success. Questions about past experience usually are not discriminatory. Asking for names of persons who could validate work experience is the best procedure for checking the value of the individual's work experience.

Asking about necessary language skills and related military experience adds to the individual's list of qualifications. However, questions used in gathering such information should not provoke answers about race, color, national origin, age, or possible criminal records. Also, military discharge papers cannot be requested before the individual is hired because they show Birth date, place of birth, and so on.

Don't Ask: How or where did you learn to speak, read, and write Spanish? If you served in the military, what date were you discharged and what type of discharge was it? Did you serve in a branch of the United States military?

Substitute: How well do you speak, read and write Spanish: fair, good, excellent? What types of education and experience did you receive in the military which relate to the job for which you are applying?

ASKING JOB-RELATED QUESTIONS

The purpose of any selection procedure is to determine the applicant's ability to perform the job. Therefore, the following sections will give suggestions on the kind of questions to ask to determine certain qualifications.

Previous Experience

- * Please describe your present responsibilities and duties.
- * How do/did you spend an average work day?
- * Discuss some of the problems you have encountered in your previous job.
- * What do you consider to be your chief accomplishment in your present or previous job?

Qualifications for or Knowledge of Job

- * How do you view the job for which you are applying?

- * What in your background particularly qualifies you to do the job?
- * If you were to acquire this job, in what areas could you contribute immediately?
- * Where would you need training?
- * In what ways has your education and training prepared you for this job?

Motivation

- * Why did you select this type of career?
- * What are you looking for in a job?
- * What kind of position would you like to hold in five years?
- * What would you want in your next job that you are not now getting?

Stability

- * What were your reasons for leaving your previous jobs?
- * What were your original career goals? How and why have they changed?

Resourcefulness

- * How did you change the scope of your previous job?
- * What were some of the more difficult problems you encountered on the job and how did you solve them?
- * To whom did you go for counseling when you could not handle a problem on the job?

Ability to Work Under the Direction or With Others

- * Describe your supervisor's management style.
- * For what things have your supervisors in the past complimented or criticized you?
- * On what committees have you served and what did you contribute to the committee's work?
- * In your previous jobs, how much of your work was done on your own? As part of a team?
- * What aspect did you most enjoy?

APPENDIX D

Performance Evaluation EVALUATION OF PERFORMANCE

Name: _____
Period: From _____ to _____

Position: _____
Date of Goal Setting: _____

Considering the complexity of this assignment and the level of experience of the staff member, circle the appropriate number in each of the areas below to characterize performance during this period:

- (1) Exceptional performance
- (2) Performance higher than expected
- (3) Performance fully as expected
- (4) Performance less than expected/needs improvement
- (5) Unsatisfactory performance
- (6) Not applicable or not observed

Note: Performance characterized as exceptional, needing improvement, or unsatisfactory must be accompanied by comments, using specific examples.

Supervision of Staff (for management levels only)

Trains and guides others	1 2 3 4 5 6
Reviews work of others	1 2 3 4 5 6
Provides appropriate and timely feedback	1 2 3 4 5 6
Comments:	

Technical Competence

Familiarity with	--Current planning principles	1 2 3 4 5 6
	--Relevant Kern COG materials	1 2 3 4 5 6
Working papers	--Preparation	1 2 3 4 5 6
	--Neatness, legibility	1 2 3 4 5 6
	--Creativity	1 2 3 4 5 6
	--Analytical skills	1 2 3 4 5 6
Communication	--Writing, grammar, structure	1 2 3 4 5 6
	--Oral presentation	1 2 3 4 5 6
	--Clarity and conciseness	1 2 3 4 5 6
	--Listens, attentiveness	1 2 3 4 5 6
	--Responsiveness	1 2 3 4 5 6

Financial Management	--Manages contracts within budget	1 2 3 4 5 6
	--Maintains assigned work element within budget	1 2 3 4 5 6

Comments:

Working Characteristics

Accuracy	1 2 3 4 5 6
Productivity, wrapping up assignment	1 2 3 4 5 6
Dependability in producing timely work product	1 2 3 4 5 6
Following instructions	1 2 3 4 5 6
Keeping supervisor informed of activities	1 2 3 4 5 6

Working Characteristics

Staff relations	1 2 3 4 5 6	Appearance	1 2 3 4 5 6
Client relations	1 2 3 4 5 6	Behavior	1 2 3 4 5 6
Self-motivation	1 2 3 4 5 6	Independence	1 2 3 4 5 6

Comments:

Goal Achievement

Goal: _____ 1 2 3 4 5 6

Comments:

Goal: _____ 1 2 3 4 5 6

Comments:

Goal: _____ 1 2 3 4 5 6

Comments:

Goal: _____ 1 2 3 4 5 6

Comments:

Goal: _____ 1 2 3 4 5 6

Comments:

Overall Assessment

Overall Comments:

The performance of the staff member during this period, considering the complexity of the assignment and the level of experience, can best be described as:

- ☐ Exceptional
- ☐ Higher than expected
- ☐ Fully as expected
- ☐ Less than expected
- ☐ Unsatisfactory

The completed performance evaluation must be shown to and discussed with the staff member at a meeting held for discussing performance, for reviewing achievement of past goals, and for setting up new goals and expectations for the coming year.

This performance evaluation has been shown to me and discussed with the supervisor who prepared the evaluation. My signature does not necessarily indicate my agreement with this evaluation.

Staff Member Signature

Date: _____

Performance Evaluation prepared by:

Reviewed and Approved By:

Date: _____

Date: _____

APPENDIX E

Political Activities

LEGAL GUIDELINES FOR INITIATIVE CAMPAIGNS

Public employees have legal limitations on their campaign activities to insure that public funds are not used to advocate a position. This precludes certain activities during public employees' work hours and use of public funds to pay for related expenses, such as telephone calls, postage, photocopying or other materials. Additionally, public safety personnel are not allowed to engage in political activities while in uniform.

Public employees may advocate a position on an initiative during their off-hours. The restriction against spending public dollars still applies, however, and any expenses must be paid from their own pockets or private campaign funds.

There are no restrictions on campaign contributions you may make as a private citizen, using your own funds. However, be aware that anything over \$99 must be reported by the campaign committee. (This means your name, address and occupation will be filed with the Secretary of State's office during the next reporting period.)

Other information activities are also permissible. These include providing the public with a fair presentation of relevant information about a ballot measure. Listed below are examples of permissible activities which fall into this public information category.

Examples of Permissible Activities:

1. Counties may prepare detailed descriptions of the impact of a proposition on the County.
2. Elected County officials may campaign for or against an initiative if they do not use public funds. They may use the objective information prepared by CSAC, the League, cities or counties in any way they wish. (Elected officials have flexibility in this regard because they have no required formal office hours, and elected officials frequently divide their working time between official duties and other activities.)
3. County officials, elected and appointed, may call and provide information to keep people in the community informed, such as the media and community leaders.
4. County officials, elected and appointed, may provide voter registration materials and encourage voter registration, but may not advocate for a particular issue or political party during voter registration activity.

5. County officials may encourage other groups, e.g., the League of Women Voters, to hold forums or debates. Elected officials may participate and even advocate a position if public funds are not used. If public funds are used, County officials may only provide objective information. In addition, the county itself may sponsor forums or debates or hold public hearings if all views are presented. (Remember - because a debate means you advocate a position, public funds cannot be used if the County representative actually debates.)
6. County officials can meet with newspaper editors and other groups to explain objectively the impact of any initiative on counties.
7. Under the First Amendment, counties through their governing body (the board of supervisors) may take a position on a ballot measure and inform the public of this position. However, public funds cannot be spent to persuade others to take the same position.
8. Counties may prepare and distribute factual information to county officials and the public.

One final caution. If there is any question about whether or not the activity is permissible, contact your County Counsel. If there is still a question, USE YOUR OFF-HOURS. After all, the public trust is what we are elected or appointed to protect. It is in our best interest not to violate it.

Authorities

Mines v. Del Valle (1927), 201 Cal. 273, 257 p. 543.

Stanson v. Mott (1976), 17 Cal. 3d 206, 130 Cal. Rptr. 697.

Miller v. Miller (1979), 87 Cal. App. 3d 762, 151 Cal. Rptr. 197.

Miller v. Calif. Commission on Status of Women (1984), 151 Cal. App. 3d 693, 198 Cal. Rptr. 877, app.dism. 105 S. Ct. 64.

Office of the Kern County Counsel
August 1986

APPENDIX F

Orientation Procedures

ORIENTATION PROCEDURE

Staff Member Responsible:

Name of New Employee:

Date of Arrival:

Orientation Checklist

Day Before Arrival

Initial

1. Prepare Executive Director for Arrival.

2. Prepare future immediate associates.

3. Have desk cleaned out and supplies ready.

4. Have orientation materials ready.

5. Have initial work plan ready.

6. Arrange for first-day lunch companion (preferably permanent "sponsor").

First Day of Arrival

1. Have employee complete applicable personnel and withholding forms.

2. Furnish employee copies of health and other benefit information.

3. Furnish employee with copy of relevant portions of personnel manual.

4. Briefly review job.

a. Review duties.

b. Discuss how it fits in with other jobs.

c. Define the basis for various work requirements including the Kern COG Work Plan.

- d. Discuss reporting relationships and where the work is routed when complete.
- e. Discuss role of COG Board and Executive director vis-a-vis the individual's job.

First Day of Arrival (continued)

Initial

- _____ 5. Explain who the immediate supervisor will be and something about his/her role.
- _____ 6. Review compensation.
 - a. Amount per month.
 - b. When is payday.
 - c. Mention briefly deductions required by law.
- _____ 7. Explain salary review practices and answer clearly and fairly the inevitable question "when may I expect a raise and what do I have to do to merit it?"
- _____ 8. Explain hours of work.
 - a. Starting and quitting time.
 - b. Lunch period.
 - c. Hours per day and per week.
 - d. Overtime requirements.
 - e. Compensatory time.
- _____ 9. Discuss attendance requirements and work record.
 - a. Kern COG daily time record.
 - b. Employee performance and work elements.
 - c. Rules on attendance and punctuality.
 - d. Procedure for absence or serious tardiness.
- _____ 10. Have lunch companion(s) go to lunch with new employee.
- _____ 11. Initiate job instruction--discuss priorities.
- _____ 12. Explain vacation policy and holidays.
- _____ 13. Present benefit plans; explain options and cost involved. Provide appropriate forms and any information on open enrollment periods.

_____ 14. Provide copies of recent Kern COG Board, TTAC and TPPC agendas and minutes.

_____ 15. Provide opportunity to ask questions and give any reassurance necessary.

Second Day

Initial

- _____ 1. Continue job instruction.
- _____ 2. Sign up for benefit plans.
- _____ 3. Give further job instructions.

Third to
Seventh Day

- _____ 1. Review performance daily.
- _____ 2. Explain accident-reporting process.
- _____ 3. Discuss interrelationships of departments.
- _____ 4. Discuss performance and any adjustment necessary.

First Month
End of Each Week

- _____ 1. Review performance; end of second week.
- _____ 2. Review performance; end of third week.
- _____ 3. Review performance; end of fourth week.

APPENDIX G

Position Classifications and Salary Schedule

KERN COUNCIL OF GOVERNMENTS
POSITION CLASSIFICATION & SALARY SCHEDULE

Bi-weekly Pay

(rev. 05/21/2026)

Position/Class	Deputy Director Administration	Deputy Director Planning	Financial Services Officer	Regional Planner	Administrative Assistant	Executive Secretary	Office Services Specialist	Planning/Admin Intern	Proposed Per Hour
1	\$ 4,287.83	\$ 4,287.83	\$ 3,712.31	\$ 2,415.34	\$ 2,341.35	\$ 1,885.77	\$ 1,419.96	\$ 1,680.00	\$ 21.00
2	\$ 4,395.03	\$ 4,395.03	\$ 3,805.11	\$ 2,475.72	\$ 2,399.89	\$ 1,932.91	\$ 1,455.46	\$ 1,722.00	\$ 21.53
3	\$ 4,504.90	\$ 4,504.90	\$ 3,900.24	\$ 2,537.61	\$ 2,459.88	\$ 1,981.24	\$ 1,491.84	\$ 1,765.05	\$ 22.06
4	\$ 4,617.53	\$ 4,617.53	\$ 3,997.75	\$ 2,601.05	\$ 2,521.38	\$ 2,030.77	\$ 1,529.14	\$ 1,809.18	\$ 22.61
5	\$ 4,732.96	\$ 4,732.96	\$ 4,097.69	\$ 2,666.08	\$ 2,584.42	\$ 2,081.54	\$ 1,567.37	\$ 1,854.41	\$ 23.18
6	\$ 4,851.29	\$ 4,851.29	\$ 4,200.13	\$ 2,732.73	\$ 2,649.03	\$ 2,133.57	\$ 1,606.55	\$ 1,900.77	\$ 23.76
7	\$ 4,972.57	\$ 4,972.57	\$ 4,305.14	\$ 2,801.05	\$ 2,715.25	\$ 2,186.91	\$ 1,646.71	\$ 1,948.28	\$ 24.35
8	\$ 5,096.89	\$ 5,096.89	\$ 4,412.77	\$ 2,871.08	\$ 2,783.13	\$ 2,241.59	\$ 1,687.88	\$ 1,996.99	\$ 24.96
9	\$ 5,224.31	\$ 5,224.31	\$ 4,523.08	\$ 2,942.85	\$ 2,852.71	\$ 2,297.63	\$ 1,730.08	\$ 2,046.92	\$ 25.59
10	\$ 5,354.92	\$ 5,354.92	\$ 4,636.16	\$ 3,016.42	\$ 2,924.03	\$ 2,355.07	\$ 1,773.33	\$ 2,098.09	\$ 26.23
11	\$ 5,488.79	\$ 5,488.79	\$ 4,752.07	\$ 3,091.83	\$ 2,997.13	\$ 2,413.94	\$ 1,817.67	\$ 2,150.54	\$ 26.88
12	\$ 5,626.01	\$ 5,626.01	\$ 4,870.87	\$ 3,169.13	\$ 3,072.06	\$ 2,474.29	\$ 1,863.11	\$ 2,204.31	\$ 27.55
13				\$ 3,248.36	\$ 3,148.86				
14				\$ 3,329.57	\$ 3,227.58				
15				\$ 3,412.81	\$ 3,308.27				
16				\$ 3,498.13	\$ 3,390.98				
17				\$ 3,585.58	\$ 3,475.75				
18				\$ 3,675.22	\$ 3,562.65				
19				\$ 3,767.10	\$ 3,651.71				
20				\$ 3,861.28	\$ 3,743.00				
21				\$ 3,957.81	\$ 3,836.58				
22				\$ 4,056.75	\$ 3,932.49				
23				\$ 4,158.17	\$ 4,030.81				
24				\$ 4,262.13	\$ 4,131.58				
25				\$ 4,368.68	\$ 4,234.87				
26				\$ 4,477.90	\$ 4,340.74				
27				\$ 4,589.85	\$ 4,449.26				

Executive Director: \$5,855.85 to \$9,086.70 (salary is negotiable)

KERN COUNCIL OF GOVERNMENTS
PERSONNEL EXPENDITURE SUMMARY
FISCAL YEAR 2026-27

(Revision Date: May 11, 2026)

Account Title	Account Number	Planning Division	Administrative Division	2026-27 Proposed Budget	2025-26 Estimated	2024-25 Estimated
Salaries and Wages--Regular	6110	\$ 1,553,382	\$ 571,863	\$ 2,125,245	\$ 2,288,724	\$ 2,052,859
Salaries and Wages--Extra Help	6200	\$ 48,184	\$ 12,000	\$ 60,184	\$ 50,414	\$ -
Social Security	6410	\$ 85,469	\$ 35,449	\$ 120,918	\$ 120,962	\$ 105,160
Medicare	6410	\$ 21,917	\$ 8,290	\$ 30,207	\$ 30,278	\$ 30,191
Retirement	6430	\$ 532,709	\$ 222,727	\$ 755,436	\$ 700,306	\$ 881,300
Health Insurance	6510	\$ 251,548	\$ 76,296	\$ 327,844	\$ 378,302	\$ 446,554
Dental Insurance	6510	\$ 12,621	\$ 5,570	\$ 18,191	\$ 19,225	\$ 13,899
Vision Insurance	6510	\$ 3,859	\$ 1,470	\$ 5,329	\$ 5,968	\$ 5,196
Disability Insurance	6590	\$ 11,185	\$ 4,231	\$ 15,416	\$ 15,452	\$ 13,556
Life Insurance	6540	\$ 5,832	\$ 2,381	\$ 8,213	\$ 7,584	\$ 8,877
Unemployment Insurance	6570	\$ 15,871	\$ 6,003	\$ 21,874	\$ 21,925	\$ 22,256
Workers Compensation Insurance	6600	\$ 6,074	\$ 2,530	\$ 8,604	\$ 7,667	\$ 4,420
BUDGET TOTAL		\$2,548,651	\$ 948,810	\$ 3,497,461	\$ 3,646,807	\$ 3,584,268

NOTE: Includes 17 full-time regular positions 2 part-time

positions

APPENDIX H

INTERNET ACCEPTABLE USE POLICY

Kern Council of Governments (Kern COG) offers Internet access to employees, which may include both electronic mail (e-mail) and Internet access. This policy applies all Kern COG employees and its customers, using any Internet account provided by Kern COG.

Some of the material on the Internet may not be appropriate in the office setting. Kern COG has taken precautions to restrict access to inappropriate materials. However, since Kern COG cannot control the Internet's content, users are advised that some parts of it contain material that is defamatory, inaccurate, and obscene, profane, sexually oriented, threatening, racially offensive or illegal. Kern COG does not condone the use of these materials or permit their use in the office environment. Links to inappropriate sites should be reported to the Kern COG Internet Systems Administrator immediately.

The network's smooth operation depends on its users' proper conduct. In general, this requires efficient, ethical and legal use of the network's resources. The following policies are provided for all users to follow. Violations of these guidelines while using Kern COG-provided Internet access provided may result in access being terminated, and/or disciplinary action taken against the user, up to and including termination.

Internet – Terms and Conditions

1) Acceptable Use – Internet accounts are provided for Kern COG employees and customers. The use by an employee must be in support of Kern COG business or research, be consistent with the objectives of the agency, and follow the guidelines of Kern COG policy.

2) Privileges – Using Kern COG's Internet account is a privilege, not a right, and inappropriate use will result in a cancellation of the privilege and/or disciplinary action.

3) Network Etiquette – Kern COG employees are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:

- a. Be Polite. Never send, or encourage others to send abusive messages.
- b. Use Appropriate Language. Remember that you are a representative of not only yourself but also of Kern COG and your community on a publicly accessible system. You may be alone with your computer, but what you write or say and do can be viewed globally. Never swear or use vulgarities or any other inappropriate language or symbols. Illegal activities of any kind are strictly forbidden.
- c. Privacy. Remember that revealing your own phone number and address is like listing them in a public directory, and may result in unwanted intrusions of your privacy.

4) Unacceptable Use of the Internet - The Internet may not be used for any purpose that conflicts with Kern COG's goals, doesn't conform to Kern COG's guidelines, or for illegal or unethical purposes. The Executive Director will determine appropriateness of use. The following are examples of use that is inappropriate and unacceptable:

- a. Use without having your written acceptance of these terms and conditions form on file.
- b. Sending or receiving messages that have content or purpose that is likely to be illegal or unethical. Kern COG reserves the right to determine the ethical nature of any information residing on the system.
- c. Transmitting or receiving unacceptable content, which includes but is not limited to material likely to be pornographic, unethical, or contain illegal solicitations, or to be racist or sexist, or to contain inappropriate language for an office environment.
- d. Transmitting a message with someone else's name as author.
- e. Transmitting any material in violation of any United States or California law or regulation. This includes copyrighted or trademarked material, threatening or obscene material; material protected by trade secret; or data considered confidential under local, state or federal regulations or laws.
- f. Use that impairs or damages any system operation or impairs or damages the use of the system by another account holder.
- g. Sharing an individual password.
- h. Display or transmission of information or software that contains a virus, Trojan Horse, worm, spyware or any other harmful computer file.
- i. Stealing data or equipment.
- j. Gaining unauthorized access to Kern COG or other users' files.
- k. Use for any for-profit, commercial or political activity.
- l. Kern COG employees should not use their Internet account for personal use.
- m. Use for access to, or distribution of, computer games that have no bearing on Kern COG business.

- n. Display of, linking to, or transmission of any URL address that displays or transmits information that is in violation of this Acceptable Use Policy.

5) Guidelines for FTP (File Transfer Protocol)

- a. FTPing to a machine on which you do not have an account, or guest access, is prohibited.
- b. All downloaded software must be properly licensed. No intentional copy or download is to be made of any software, electronic file, program or data without determination that such copying is permissible.
- c. Don't use downloaded software without first notifying the network administrator.
- d. Observe posted restrictions from FTP sites.

6) Penalty for Inappropriate Use of Internet – Inappropriate use of the Internet may result in revocation of access and disciplinary action up to and including termination. Each situation will be handled individually with the dual intent of educating account holders concerning appropriate use, and conforming to this policy. Violations pursuant to California Penal Code Section 502 are subject to prosecution.

7) Services – Kern COG makes no warranties of any kind, whether expressed or implied, for Internet access, and will not be responsible for any damages suffered while on this system. These damages include loss of data as a result of delays, non-deliveries, incorrect deliveries, or service interruptions caused by the system or the user's errors or omissions. Use of any information obtained via the Internet is at your own risk. Kern COG specifically disclaims any responsibility for the accuracy of information obtained through its network services.

8) Disk Usage – The Internet administrator may set quotas for disk usage. Files must be deleted in order to comply with this quota, but additional space may be requested if the reason is valid. Following notification of non-compliance, if you remain above quota for seven days, the administrator may remove your files.

9) Security – Security on any computer system is a high priority. If you identify a security problem, notify the system administrator at once. Never demonstrate the problem to other users. Never use another individual's account. Always attempt to logout of the system when done. Any user identified as a security risk will be denied access.

10) Vandalism -- Vandalism is defined as any malicious attempt to observe information intended to be private or to change the data created or owned by another user of any other agency or network that is accessible from the Internet, or to make any unauthorized changes to the appearance or operational characteristics of any network

system. This includes, but is not limited to, the uploading of computer viruses and changing any file not owned by the user. Any vandalism will result in the loss of access and legal referral.

11) Updating – Kern COG may occasionally require new registration and account information for continuation of service. Users must notify the system administrator of any changes in account information.

E-Mail Policies and Procedures

This policy is to ensure the proper use of e-mail programs and to make users aware of what Kern Council of Governments deems as acceptable and unacceptable use of its e-mail software. Kern COG reserves the right to amend this policy at its discretion. In case of amendments, users will be informed appropriately.

LEGAL RISKS

Email is a business communication tool and users are obliged to use this tool in a responsible, effective and lawful manner. Although by its nature email seems to be less formal than other written communication, the same laws apply. Therefore, it is important that users are aware of the legal risks of email. Employees who:

- Send emails with any libelous, defamatory, offensive, racist or obscene remarks can be held liable, as can Kern Council of Governments.
- Forward emails with any libelous, defamatory, offensive, racist or obscene remarks can be held liable, as can Kern Council of Governments.
- Unlawfully forward confidential information can be held liable as can Kern Council of Governments.
- Unlawfully forward or copy messages without permission can be held liable for copyright infringement, as can Kern Council of Governments.
- Send an attachment that contains a virus, can be held liable, as can Kern Council of Governments

By following the guidelines in this policy, the email user can minimize the legal risks involved in the use of email. If any user disregards the rules set out in this email policy, the user will be fully liable and Kern Council of Governments will disassociate itself from the user as far as legally possible.

LEGAL REQUIREMENTS

The following rules are required by state and/or federal law and are to be strictly adhered to. It is **prohibited** to:

- Send or forward emails containing libelous, defamatory, offensive, racist or obscene remarks. If you receive an email of this nature, you must promptly notify your supervisor.
- Forge or attempt to forge email messages.
- Disguise or attempt to disguise your identity when sending mail.
- Send email messages using another person's email account.
- Copy a message or attachment belonging to another user without permission of the originator.

BEST PRACTICES

Kern Council of Governments considers email an important means of communication and recognizes the importance of proper email content and speedy replies in conveying a professional image and delivering efficient service to its member agencies and the public. Users should take the same care in drafting an email as they would for any other communication. Therefore Kern COG advises users to adhere to the following guidelines:

- Write well-structured emails and use short, descriptive subjects.
- Kern COG's email style is informal. This means that sentences can be short and to the point. You may begin your email with 'Hi', or 'Dear', and the name of the person. Messages can be ended with 'Sincerely' or 'Best Regards' or some other friendly closing. The use of Internet abbreviations and characters, such as smileys, is discouraged.
- Signatures must include your name, job title and company name. A disclaimer may be added underneath your signature (see Disclaimer)
- Users must spell check all mails prior to transmission.
- Do not send unnecessary attachments. Compress attachments larger than one megabyte before sending them.
- Do not write emails in capitals.

- If you forward mails, state clearly what action you expect the recipient to take.
- Only send emails whose content could be displayed on a public notice board. If the message cannot be displayed publicly in its current state, consider rephrasing the email, using other means of communication.
- Only mark emails as important if they really are important.

Replying to emails:

- Emails should be answered within at least eight working hours, but users must endeavor to answer priority emails within four hours.
- Priority emails are those from Board members, agency partners (such as Caltrans), elected officials and city or county staff members.

Newsgroups:

- Users need to request permission from the Executive Director before subscribing to a newsletter or news group.

Maintenance:

- Delete any email messages that you do not need to keep, and set your email client to automatically empty your 'deleted items.'

PERSONAL USE

It is strictly forbidden to use Kern COG's e-mail program for anything other than legitimate business purposes. Therefore, the sending of personal emails, chain letters, junk mail, jokes and executables is prohibited. All messages distributed via GroupWise or other e-mail software are Kern COG's property.

CONFIDENTIAL INFORMATION

Never send any confidential information via email. If you are in doubt as to whether to send certain information via email, check this with your supervisor first.

PASSWORDS

All passwords must be made known to the Executive Director. The use of passwords to gain access to the computer system or to secure specific files does not provide users with an expectation of privacy in the respective system or document.

ENCRYPTION

Users may not encrypt any emails without obtaining written permission from their supervisor. If approved, the encryption key(s) must be made known to the Executive Director.

EMAIL RETENTION

All emails may be deleted after 60 days. If a user has sufficient reason to keep a copy of an email, the message must be moved to a personal archive folder.

EMAIL ACCOUNTS

All email accounts maintained on GroupWise servers are property of Kern Council of Governments. Passwords should not be given to other people and should be changed once a month.

SYSTEM MONITORING

Users expressly waive any right of privacy in anything they create, store, send or receive using Kern COG's e-mail program. Kern Council of Governments can, but is not obliged to, monitor emails without prior notification. If there is evidence that you are not adhering to the guidelines set out in this policy, Kern Council of Governments reserves the right to take disciplinary action, including termination and/or legal action.

DISCLAIMER

The following disclaimer may be added to each outgoing email:

'This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Kern Council of Governments. Finally, the recipient should check this email and any attachments for the presence of viruses. Kern Council of Governments accepts no liability for any damage caused by any virus transmitted by this email.'

EXHIBIT C:
SAMPLE CONTRACT AGREEMENT

**ATTACHMENT C
SAMPLE CONTRACT**

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND

XXXXXXXX

THIS CONTRACT, made and entered into this _____ day of _____, 2026, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, XXXXXXXX hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract;

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit "A"; Scope of Work, Exhibit "B"; Schedule, Exhibit "C" Budget/Cost Proposal; and Exhibit "D" Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated XXXXXXXX, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit "B," and Budget/Cost Proposal, attached hereto as Exhibit "C." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: XXXXXXXXXX
Consultant: XXXXXXXXXX

III. Term

Time is of the essence in this contract. The term of this contract is XXXXXXXX through XXXXXX unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

Consultant services and reimbursements beyond XXXXXXXX, are subject to the inclusion and funding agency approval of this project in Kern COG's XXXXXXXX fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without

the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant, and shall be effective as of the date of the amending document, unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to XXXXXX, to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number XXXX as identified on the FY XXXXX Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (XXXX/day meals; XXXXX/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B. above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents

and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

- A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.
- B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona

fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14.

XVI. Publication

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVIII. Hold Harmless

Consultant agrees to indemnify, defend and hold harmless Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of

insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

Without limiting Kern COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
- B. Comprehensive automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- C. Professional liability insurance of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-

contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by the Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage,

and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:

1) Withholding of payments to Consultant under this contract until Consultant complies; and/or 2) Cancellation, termination or suspension of the contract, in whole or in part.

- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

Title 49 CFR, Part 26, entitled, Participation by DBEs in Department of Transportation Financial Assistance Programs, describes a race neutral measure or program as one that is, or can be, used to assist all small businesses. Race-neutral includes gender-neutrality. On the other hand, a race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

- Withholding monthly progress payments.
- Assessing sanctions.
- Liquidated damages.

- Disqualifying the contractor from future bidding as non-responsible.

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

Prompt Payment Clauses

Prompt Payment of Withheld Funds to Subcontractors – The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is

satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. John (Jay) Schlosser,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

XXXXXXXXXX
Principal
XXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents,

employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be effected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

XXXI. Signature Authority

Each person executing this contract on behalf of Consultant represents and warrants that he or she is authorized by Consultant to execute and deliver this contract on behalf of Consultant and that this contract is binding on Consultant in accordance with the terms.

IN WITNESS WHEREOF, the Kern Council of Governments and Consultant have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

John (Jay) Schlosser, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

XXXXX, Chair
"Kern COG"

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel

Consultant

Exhibit "A"

Scope of Work

Task 1. CONSULTANT

Exhibit D

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

- 1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in sub paragraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(Consultant)

Date