

REGULATION NO. 2019 – 04

**A REGULATION OF SUMMIT COUNTY SERVICE AREA NO. 3
AMENDING ITS PERSONNEL POLICY TO INCLUDE AN ACCEPTABLE USE
POLICY TO GOVERN THE USE OF SERVICE AREA PROPERTY**

WHEREAS, on or about March 25, 2019, Governor Herbert signed House Bill 163; and

WHEREAS, House Bill 163 goes into effect on July 1, 2019; and

WHEREAS, House Bill 163 makes it a crime for any public servant – including elected officials, public employees, and contractors who work on behalf of a public entity – to use public property for personal use without a written policy; and

WHEREAS, Utah Code Ann. § 76-8-402, as amended by HB 163, authorizes the Board of Trustees of Summit County Service Area #3 (“**Service Area**”) to adopt a written policy to govern the personal use of its public assets by the Board and the Service Area’s employees and contractors, and provides that compliance with such a policy will not constitute criminal behavior; and

WHEREAS, the Board desires to amend its personnel policy (Regulation #2017-08) to include an acceptable use policy to ensure that the Service Area’s public servants comply with H.B. 163 and use Service Area property in an appropriate and responsible manner; and

WHEREAS, the Service Area’s legal counsel has revised the Service Area’s personnel policy to include an acceptable use policy to comply with HB 163 and to include additional conforming updates and revisions;

WHEREAS, the Board has reviewed and desires to adopt the revisions to the personnel policy that the Service Area’s legal counsel has prepared.

NOW, THEREFORE, be it **RESOLVED** by the Summit County Service Area #3 Board of Trustees, that, effective July 1, 2019:

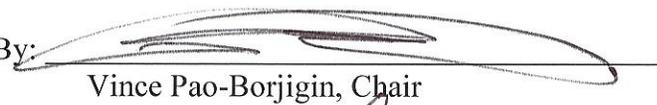
1. The Service Area’s existing personnel policy as set forth in Regulation #2017-08 will be repealed and replaced in its entirety with the attached, revised personnel policy.

[Execution on following page]

ADOPTED AND PASSED this 17th day of June, 2019.

BOARD OF TRUSTEES OF SUMMIT COUNTY SERVICE AREA NO. 3.

By:



Vince Pao-Borjigin, Chair

ATTEST:



Larry Finch, Board Clerk

VOTING

Trustee Carpenter voting	<u>yes</u>
Trustee Finch voting	<u>yes</u>
Trustee Galoostian voting	<u>NA</u>
Trustee Montgomery voting	<u>NA</u>
Trustee Olson voting	<u>yes</u>
Trustee Pao-Borjigin voting	<u>yes</u>
Trustee Spiegel voting	<u>NA</u>

SUMMIT COUNTY SERVICE AREA #3 PERSONNEL POLICY

ARTICLE I – GENERAL

Section 1 – Name: This will be known as the SCSA#3 Personnel Policy (the “Policy”).

Section 2 – Purpose: The Policy has been adopted for the purpose of guiding SCSA#3’s efforts for quality performance, equity in employment, and career development of its employees.

Section 3 – Definitions: The following definitions will apply for the purposes of this Policy:

1. “Board” means the SCSA#3 Board.
2. “Chairperson” means the Chair of the SCSA#3 Board.
3. “Contractor” or “Independent Contractor” means, consistent with Utah Code Ann. § 34A-2-103(2)(b)(i) or applicable successor statute, any person engaged in the performance of any work for SCSA#3 who, while so engaged, is:
 - a. Engaged only in the performance of a definite job or piece of work on behalf of SCSA#3;
 - b. Independent of SCSA#3 in all that pertains to the execution of their job or piece of work;
 - c. Not subject to the routine rule or control of SCSA#3;
 - d. Subordinate to SCSA#3 only in effecting a result according to SCSA#3’s design.
4. “Employee” means a person employed for wages or salary by SCSA#3.
5. “Ethics Act” means the Utah Public Officers’ and Employees’ Ethics Act, Utah Code Ann. §§ 67-16-1 *et seq.*, or applicable successor statute:
6. “Family and Medical Leave” means unpaid, job-protected leave for specified family and medical reasons under the FLSA.
7. “FLSA” means the Fair Labor Standards Act, 19 U.S.C. 201 to 219.
8. “GAAP” means Generally Accepted Accounting Principles.
9. “Public Officer” means a member of the SCSA#3 Board consistent with Utah Code Ann. § 76-1-601(13) or applicable successor statute.

10. "Public Property" means, consistent with Utah Code Ann. § 76-8-101(5)(a) or applicable successor statute, real or personal property that is owned, held, or managed by SCSA#3, including real or personal property that is transferred by SCSA#3 to an independent contractor which remains public property while in the possession of an independent contractor of SCSA#3 for the purpose of providing a program or service for, or on behalf of, SCSA#3.

11. "Public Servant" means, consistent with Utah Code Ann. § 76-1-601(14) or applicable successor statute, the following, who become public servants upon their election, appointment, contracting, or other selection, regardless of whether the person has begun to officially occupy the position of a public servant:

- a. A public officer;
- b. An appointed official, employee, consultant, or independent contractor of SCSA#3;
or
- c. A person hired or paid by SCSA#3 to perform a government function.

12. "SCSA3" means Summit County Service Area #3;

Section 4 – Discrimination Prohibited: One of the reasons for the Policy is to insure that no employee or applicant for employment will be discriminated against in any personnel action by reason of race, color, religion, sex, national origin, political affiliation, age or disability and to safeguard their privacy and constitutional rights as citizens.

Section 5 – Fair Employment Practices: It is the intent and purpose of the Board to assure equality and quality in all phases of the employment process. In so doing, the Board intends to comply with all applicable State and Federal requirements pertaining to fair employment practices.

Section 6 – Professionalism: All employees of SCSA#3 are expected to accept and adhere to high standards of personal and professional conduct. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from behavior that might be harmful to themselves, their co-workers and/or SCSA#3, or negatively impact those persons and organizations served by SCSA#3 or the perception of SCSA#3 by the public at large. An employee whose performance, work habits, overall attitude or demeanor becomes unsatisfactory or who fails to perform assigned duties and responsibilities at prescribed levels may be subject to disciplinary action, including termination.

Section 7 – Board Review: The Board shall review annually the personnel policies to ensure that they conform to the requirements of state and federal law.

ARTICLE II – HIRING

Section 1 – Job Description: Before an applicant may be hired on an existing employee may be promoted to a new or revised position, a job description must be prepared and the position

must be evaluated, approved by the Board, and a salary or pay level determined in accordance with the applicant's skills and qualifications. A job description is a description of the general duties, responsibilities, skills degrees required, and other qualifications necessary to adequately perform a particular job.

Section 2 – At Will: All SCSA#3 employees, both full-time and part-time, shall be “at will” and SCSA#3 will not take any action to promise or otherwise imply guaranteed employment to any employee on any other basis.

Section 3 – Job Advertising: All announcements and employment advertisements shall comply with equal employment opportunity requirements. All such notices must specify the person for whom applications are to be obtained, the person to whom completed applications are to be returned, and the deadline for filing an application. Such notices should contain a statement indicating that SCSA#3 is an equal opportunity employer. Generally, SCSA#3 may post job announcements with the Department of Workforce Services and/or may be advertised in a newspaper published and/or distributed in Utah or on a related industry website or other job search website.

Section 4 – Employment Agencies and Search Consultants: SCSA#3 may use private employment agencies and search consultants if the Board has reason to believe that a qualified candidate will not be attracted as a result of the procedures of this Chapter.

Section 5 – Hiring: All job applicants shall complete such application forms and evaluations as required by the Board. In conducting any ability tests the Board may require, reasonable accommodations shall be made for disabled applicants.

Section 6 – Interviews: The Board shall select an interview pool from those applicants who have passed the preliminary job application form screening and any ability tests that have been administered. During the interview, each applicant will be asked only questions pertaining to the applicant's professional background, experience, training, education, and qualifications for the job. Applicants may not be asked about their marital or family status or pregnancy, religion, age, gender or sex, race, ethnicity or color, disability. If references are contacted, to the extent practical, an equal number of references will be contacted for each applicant giving permission for the contact.

Section 7 – Notification Procedures: Before a person is offered a position, the offer must be evaluated and approved by the Board and any applicable direct-line supervisor. The job offer must include the basic conditions of employment. If the offer is extended verbally, a follow-up written offer must be delivered to the applicant within a reasonable time after the verbal offer has been extended. The written offer must be signed by the applicant before the applicant may assume duties as a SCSA#3 employee. The written job offer must clearly state the job description, salary, conditions of employment, that the position is “at will,” and that the offer is not final until the candidate signs and returns the written offer letter. The offer letter should also include the job title; the name of the supervisor; if applicable; a statement that the job title, job description, and identify of the supervisor may change over time; the starting date; disclosure of the probationary period during which the employee may be terminated for no cause and without explanation; and any

contingencies or conditions to the job offer (such as passing a drug test). Once a written offer has been signed by the candidate, the offer is final. The original of the final offer is to be maintained by SCSA#3 as part of its personnel files, with a copy to be given to the new employee.

Section 8 – Notification of Closing: All recruiting sources used in the recruiting process should be notified of the closing of the job opening as soon as is reasonably practicable.

Section 9 – Orientation: Each newly hired employee will complete necessary paperwork and receive orientation as a new employee of SCSA#3 on the first day of work or as reasonably practicable thereafter.

Section 10 – Immigration Reform and Control Act of 1986: In accordance with the Immigration Reform and Control Act of 1986, all new employees must provide proof of identity and employment status by completing an employment eligibility verification form as required by the U.S. Department of Justice Immigration and Naturalization Service. The newly hired employee must declare, under penalty of perjury, that he/she is a United States citizen, a lawful permanent resident alien, or an alien otherwise authorized for United States Employment.

ARTICLE III – DISCIPLINARY ACTION

Section 1 – General: All disciplinary actions except termination are intended to be corrective and constructive rather than punitive, and should be carried out with the intention of obtaining compliance with policies, orders, procedures, standards of conduct, expected performance standards and/or improve attitude.

Section 2 – Disciplinary Actions: There will be five types of disciplinary actions that may be used by SCSA#3: (1) reprimand; (2) suspension; (3) suspension-without pay; (4) restitution for damage to SCSA#3 property or to other property; (5) demotion; and (6) termination. All disciplinary decisions must be documented in writing and given to the employee, with SCSA#3 retaining a copy for its records. Unless the Board designates otherwise, it must approve all disciplinary actions. No employee will be disciplined because of political affiliation, age, race, gender, color, disability, national origin, or religious beliefs. Notwithstanding these provisions, all SCSA#3 employees, both full-time and part-time, will be at-will employees and may be terminated at-will by the Board, at any time, without cause or prior notice, for any reason or for no reason at all.

Section 3 – Appeals of Disciplinary Actions: Appeals of the disciplinary hearing decision, may be made to SCSA#3 Chairperson for review by the Board within fifteen (15) working days after the employee received a copy of the disciplinary decision. The Board will review the appeal at its next regularly scheduled meeting, or at a special meeting if the next regularly scheduled meeting will take place thirty (30) calendar days after the date the appeal was received. By majority vote, the Board may reverse, uphold or modify the disciplinary g decision. The Board’s decision regarding the appeal will be in writing and given to the employee within thirty (30) working days from the date the appeal was filed with SCSA#3 Chairperson.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1 – Complaints: Any employee alleging a grievance is encouraged to resolve the problem through an informal discussion with their immediate supervisor or the Board. If the results of such a discussion are not satisfactory, the employee will file a formal written grievance with the Board. The Board will authorize an investigation of such complaints and, based upon the findings, may present charges against any person derelict, or discriminatory in considering the grievance. A grievance must be filed in writing and clearly state SCSA#3 policy, state law and/or federal law alleged to have been violated. All grievances must be filed within thirty (30) calendar days following the alleged violation of any SCSA#3 policy, SCSA#3 law, state law, or federal law.

Section 2 – Complaint Review: The Chairperson will investigate the complaint within fifteen (15) working days. The Chairperson will issue a written report to the employee and the Board setting forth findings and recommendations for the resolution of the grievance within five (5) working days of the conclusion of the investigation. The employee may accept the recommendations of the Chairperson, or file a written appeal to the Board within five (5) working days of receiving the Chairperson’s recommendation. After hearing the grievance appeal, the Board will provide the employee with a written decision within ten (10) days. The Board’s decision will be final.

ARTICLE V – EMPLOYEE DEVELOPMENT

Section 1 – Employee Evaluation: Personnel evaluation is closely related to employee development, promotion, and compensation. The Board will designate a Board member or supervising employee to hold regular goal-setting interviews with subordinates and regular follow-up meetings to motivate, train, and develop employees.

Section 2 - Employee Development and Training: When the Board, or a supervisor with the approval of the Board, requires that an employee attend a formal training program, SCSA#3 will pay all reasonable and pre-authorized costs associated with the training. Employees may also ask the Board for approval to attend trainings related to their position. The Board may, in its sole discretion, provide assistance to an employee who undertakes a course of study which leads to a job-related degree. In some cases irregular work schedules may be arranged as a means of accommodating class schedules.

ARTICLE VI – SEXUAL HARRASSMENT

Section 1 – Sexual Harassment Prohibited: SCSA#3 is committed to provide all employees with a work environment free of sexual harassment. Sexual harassment, in any form, is unacceptable. Any employee involved in sexual harassment will be subject to discipline, including termination.

Section 2 – Documentation: If an employee feels that he/she is being subjected to any form of sexual harassment, or that the working environment contributes to sexual harassment, the employee should document specific information regarding the harassment, including: dates, times,

places, specific types of harassment, and the names of any witnesses. The employee should then verbalize his/her disapproval of the actions to the harasser(s) and state that his or her actions are not welcome.

Section 3 – Grievance Procedure: If an employee feels that he/she is a victim of sexual harassment, the employee is encouraged to file a grievance in writing with the Board. The Board will hear, entertain, and resolve allegations of sexual harassment in an expedient and discreet manner once such a grievance has been filed. Once a grievance has been filed, it will be the responsibility of the Board or, if applicable, the grieving employee's supervisor (or the Board if the grievance is against the supervisor) to immediately investigate the grievance and to prevent further unwelcome behavior.

ARTICLE VII – SUBSTANCE ABUSE

Section 1 – Drug Free Workplace: SCSA#3 prohibits drug and alcohol use or impairment in the workplace to protect the public and SCSA#3's employees. The Board may, in its discretion, test current employees and prospective employees for the presence of drugs or alcohol as a condition of hire or continued employment if it has a reasonable basis to require such testing. Any employee or prospective employee failing or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. SCSA#3 will consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

Section 2 – SCSA#3 Action: Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy, or upon the refusal of any employee or prospective employee to provide a sample, the Board may use that test result or refusal as the basis for all disciplinary or rehabilitative actions authorized herein, depending upon the circumstances.

Section 3 – Confidentiality: All information, interviews, reports, statements, memoranda, or test results received by SCSA#3, through this drug and alcohol testing program, are confidential communications and are not to be used or received as evidence, obtained in discovery or disclosed in any public or private proceeding, except to those having a demonstrated need to know, or in a proceeding related to an action taken by SCSA#3, or in defense of any action brought against SCSA#3, or as required by law. All testing results will be the property of SCSA#3, but test results may be released to the person who has been tested upon written request.

Section 4 – Acknowledgment: SCSA#3 will require each employee to read this policy and sign a form stating that they have received and read a copy of this policy and agree to abide by its terms as a condition of continued employment. The signed acknowledgment will be kept in each employee's personnel file.

ARTICLE VIII – WORKERS COMPENSATION INSURANCE

Section 1 – General: Work-related accidents are covered by the workers compensation insurance. Premiums for this coverage are paid by SCSA#3. Employees are to report any work-

related accidents to the Board, or applicable supervisor designated by the Board, as soon as possible and submit a written initial injury report to the Board or supervisor as soon as possible.

Section 2 – Payments: If a claim is approved by the Utah Labor Commission, the employee's medical costs and compensation will be paid by the worker's compensation insurance in accordance with the State policy. Since SCSA#3 pays the total cost of worker's compensation insurance, an employee cannot draw sick leave pay while eligible for worker's compensation insurance payments.

Section 3 – Accounting for Sick and Annual Leave: The period of time an injured employee is off work and is waiting to qualify for worker's compensation insurance payments will be charged to sick leave or vacation leave as selected by the employee. However, during the period an employee is eligible and receiving compensation from worker's compensation insurance, no sick leave or annual leave will be paid by SCSA#3.

ARTICLE IX – JOB CLASSIFICATIONS AND COMPENSATION

Section 1 – Definitions: SCSA#3 will classify all employees as follows:

1. **Full-Time:** An employee hired to work more than 30 hours per week on a regular basis in an established job.
2. **Part-time:** Employment in an established job requiring not more than 30 hours per week.
3. **Temporary:** Employment in a job established for a specific period of time or for the duration of a specific project or group of assignments. A temporary employee may work full-time or part-time with the understanding that the employment will be terminated at the conclusion of a specific time or at the completion of a specific project.

Section 2 – Compensation: The Board will conduct periodic market surveys to determine the salary range for particular job classifications and the salary, within the approved range, for particular employees based on their experience, qualifications, education, and other qualifying factors the Board deems relevant.

Section 3 – Performance Reviews: The Board will designate a Board Member or a supervisor to conduct performance reviews annually to insure quality performance, provide feedback concerning employee performance, set work performance goals for the coming year, and determine eligibility for merit raises. The Board may, in its discretion, require performance reviews more than once annually.

Section 4 – Merit Increases: The Board may, in its discretion, award merit increases in an employee's compensation based on increased proficiency, qualifications, changes in an employee's position or job description, or other circumstances that it deems to warrant an increase. Merit increases are not automatic but are subject to the results of an evaluation of the employee's performance and the availability of sufficient budgeted funds.

Section 5 – Cost of Living Increases: The Board may, in its discretion, award cost-of-living increases to its employees, provided that all employees must receive the same cost of living increase.

Section 6 – Pay Periods: Unless an exception is granted by the Department of Labor, as required by the FLSA, wages are to be calculated on a weekly basis and are to be paid at least twice monthly.

Section 7 – Overtime: Any non-salaried employee who is required to work more than 40 hours during any work week will be paid for all hours in excess of 40 at the rate of one and one-half times the regular rate at which the employee is employed or, at the Board’s election, will receive compensatory time off at the rate of one and one-half hours for each hour of employment for which overtime compensation would otherwise be required by the FLSA or any other applicable law.

Section 8 – Health Insurance and Retirement: The Board may elect, in its discretion, to provide health insurance and retirement benefits to its employees.

ARTICLE X – LEAVE

Section 1 – Annual Leave: The following schedule will be used to earn vacation leave for full-time employees:

Length of Service	Hours Earned
0 - 4 yrs	3.0 hours per pay period
4 plus - 9 yrs	5.0 hours per pay period
9 plus - 14 yrs	7.0 hours per pay period
14 plus yrs	9.0 hours per pay period

Part-time will receive 50% of these amounts.

Section 2 – Use of Annual Leave: An employee may use any or all accrued annual leave at any time subject to the approval of the Chair or their supervisor, whichever is applicable. Vacations will be scheduled well in advance so as to meet the operating requirements of SCSA#3, and in so far as possible, the preference of the employees. It will be the responsibility of the Board, or a designated employee, to maintain records of vacation leave used by each employee. Such records will be turned into the Board at the end of each quarter, or immediately upon the employee's separation, to be placed in the employee's official personnel records.

Section 3 – Sick Leave: Sick leave will be accrued at the rate of 4.0 hours per pay period for all full-time employees and 2.0 hours for part-time employees. Sick leave may be used as it is accrued. Sick leave is to be used in case of personal illness or injury to the employee or immediate family with the exception that three of the 12 days accrued annually may be used for personal business during the year of accrual. Personal leave must be noted on the employee’s time record as personal leave. Personal leave must be approved in advance and may be taken in increments of one hour. If personal business days are not used in the year accrued they automatically revert to

normal sick leave effective January 1. An employee's supervisor is authorized to send an employee home and require the employee to use sick leave when the employee comes to work sick and is unable to perform his job in a safe, productive and effective manner because of sickness.

Section 4 – Family and Medical Leave: Employees who have worked for SCSA#3 for 1,250 hours during the previous 12 consecutive months and have been employed for at least 1 year are eligible for up to 12 work weeks of unpaid Family and Medical Leave during any 12 month period as determined by SCSA#3. SCSA#3 Chairperson or designee, may approve, based on individual circumstances, leave for employees who do not meet the "hours" or "months" eligibility requirement. Eligible employees are entitled to Family and Medical Leave in the following situations:

1. The employee has a serious health condition that makes the employee unable to perform the employee's job.
2. The birth of an employee's child, or placement of a child for adoption or foster care.
3. Caring for the employee's spouse, son or daughter, or parent, who has a serious health condition.

Eligible employees are entitled to take 12 work weeks of unpaid Family and Medical Leave for these reasons in any 12 month period, which 12 month period will be determined by SCSA#3. These benefits are renewable each year, but cannot be accumulated from year to year.

Before Family and Medical Leave is granted to an employee SCSA#3 will require medical certification to support a request for leave because of serious health condition, and may require second and third opinions (at the employer's expense). A fitness for duty report to return to work will be required of all employees returning from Family and Medical Leave. The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."

The maximum 12 work weeks of Family and Medical Leave may be taken continuously or intermittently, if granted by SCSA#3 Chairperson. SCSA#3 requires that any available paid leave (sick leave, comp time, vacation, personal leave or other paid leave) be used by the employee as part of the 12 work weeks as provided in the "Family and Medical Leave Act of 1993."

Employees taking Family and Medical Leave will receive health benefits under the same terms and conditions as when they were on the job. Other benefit premiums, such as life insurance, long term disability insurance and short term disability insurance must be paid by the employee.

Employees are guaranteed the right to return from Family and Medical Leave to their previous or an equivalent position with no loss of benefits at the end of the leave. If there are layoffs or reductions in force while the employee is on Family and Medical Leave, and they would have lost their job had they remained, the employee loses their rights to reinstatement.

Section 5 – Leave of Absence: Leave of absence without pay or benefits up to 120 days may be granted by the Board. Leave of absence will not be regarded as an acquired right by an

employee. Requests for a leave of absence will be made in writing and addressed to the Board. After the Board has made a decision, it will respond to the employee in writing stating the reasons for said decision. Benefits will not accrue while on leave of absence.

Section 6 – Paid Holidays: The following days have been designated by SCSA#3 as paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Fourth of July (Independence Day)
6. Pioneer Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

ARTICLE XI – ETHICS

Section 1 – Application of the Utah Public Officers' and Employee's Ethics Act: The requirements of the Ethics Act are applicable to the employees and Board Members. The definitions included in the Act are incorporated by reference.

Section 2 – Gratuities: Acceptance of gratuities, whether in the form of a gift, compensation or a loan, may cloud the ethical judgment of an employee, contractor, or Board member and violate the Ethics Act. District employees and Board members will not seek or accept gratuities except under circumstances allowed by the Ethics Act such as proper political campaign contributions, bona fide loans made in the ordinary course of business, public awards or an occasional non-pecuniary gift having a value of \$50.00 or less.

Section 3 – Conflicts of Interest: No employee, contractor, or Board member of SCSA#3 may invest in any business entity which will create a substantial conflict between the private interests and public duties of the employee, contractor, or Board member.

Section 4 – Penalties: Any employee or Board member of SCSA#3 who knowingly or intentionally violates the Ethics Act may be dismissed from employment or removed from office and may also face criminal penalties as provided in Utah Code Ann. § 67-16-12. In addition, SCSA#3 may rescind or void a contract entered into in violation of the Act, including contracts and subcontracts with independent contractors without returning any part of the consideration SCSA#3 has received, as provided in Utah Code Ann. § 67-16-14.

Section 5 – Hatch Act: Since none of SCSA#3's current activities are financed by loans or grants made by the United States or a federal agency, it is believed that the Hatch Act, 5 U.S.C. §§ 1501 through 1508, is not applicable to SCAS#3 employees. As such, SCSA#3 employees may be candidates for elective office other than Board member, and their rights to be candidates and to

be politically active are governed by state, rather than federal, law. Should, however, it subsequently be determined that the Hatch Act is applicable to SCSA#3 employees, those employees will be expected to comply with the Hatch Act, particularly Section 1502.

ARTICLE XII – GLOBAL GOVERNANCE-MANAGEMENT CONNECTION AND UNITY OF CONTROL

Decisions or instructions of individual Board members, officers or committees are not binding on the SCSA#3 staff except when the Board has specifically authorized such exercise of authority by individuals or committees.

ARTICLE XIII – BOARD OVERSIGHT

The Board manages the operation of the organization. All authority over and accountability of staff and contractors are considered to be the responsibility of the Board.

ARTICLE XIV – TREATMENT OF CONSTITUENTS/OTHERS

Section 1 – General: With respect to interactions with constituents and others, SCSA#3 employees and independent contractors will not cause or allow conditions, procedures, actions or decisions which are unlawful, unethical, unsafe, disrespectful, disruptive, undignified, imprudent, or in violation of Board policy. Accordingly, SCSA#3 Board members, employees, and independent contractors will not:

1. Fail to develop and maintain positive relationships with constituents, public agencies and officials, contractors, service providers, insurers, consultants and others to effect the exchange of information, resources, programs and ideas to ensure the best interests of the public.
2. Fail to recommend policies and procedures to the Board that ensure compliance with all federal and state regulations and local laws.
3. Fail to provide for effective handling of complaints; including but not limited to prohibiting or making it difficult for a constituent to present a complaint to the Board if resolution has not been reached at the employee or independent contractor level.
4. Fail to disclose the opportunity to leverage relationships with other entities that share interests with the SCSA#3.
5. Use methods of collecting, reviewing, transmitting or storing information that fail to protect confidential information.

Section 2 – Financial Management: With respect to the actual, ongoing condition of the SCSA#3's financial health, the Board, employees, or independent contractors will not cause or allow a material deviation from the policies adopted by the Board, cause or allow any fiscal condition that is inconsistent with achieving the Board's directives, fail to exercise due and prudent

care, or place the long term financial health of the organization in jeopardy. Accordingly, the SCSA#3 Board, employees, or independent contractors may not:

1. Expend more funds than are conservatively projected to be received in the fiscal year, unless revenues are made available from unrestricted net assets, or other reserves in excess of minimum fund balances, as approved by the Board.
2. Indebt the organization or create obligations beyond the SCSA#3's anticipated revenues.
3. Fail to meet obligations in a timely manner.
4. Fail to continually review expenditures and effectiveness of budgetary controls of the SCSA#3 and present to the Board quarterly financial reports.
5. Allow reports or filings required by any local, state or federal agency to be overdue or inaccurately filed.
6. Expend any funds without disclosing to the Board any conflict of interest or fail to annually provide a conflict of interest report to the Board.
7. Fail to aggressively pursue receivables after a reasonable grace period.
8. Fail to keep complete and accurate financial records on a modified accrual basis by fund type and accounts in accordance with GAAP.
9. Receive, process or disburse funds under controls that are inconsistent with GAAP.
10. Violate SCSA#3's purchasing policy. Splitting orders to avoid this limit is not acceptable.
11. Change fee structures without properly executed public notice, public hearings and Board approval.
12. Use any long term reserves without the express consent of the Board.
13. Develop or administer any program that leverages the benefit of any individual SCSA#3 Board or staff member.
14. Fail to make an annual presentation to the Board of the SCSA#3's goals, budget and activities.

Section 3 – Asset Protection: The Board, staff or contractors will not allow SCSA#3 assets to be unprotected, inadequately maintained, inappropriately used or unnecessarily risked. Accordingly, the SCSA#3 Board, staff or contractors will not:

1. Fail to insure adequately against theft and casualty and maintain adequate liability protection for SCSA#3 Board members, staff and the SCSA#3 itself.
2. Unnecessarily expose the SCSA#3, the Board or staff to claims of liability.
3. Fail to obtain insurance coverage against theft and property losses to 100 percent of replacement value.
4. Allow personnel access to material amounts of funds or fail to manage each major fund of the SCSA#3, and closely supervise those having the care, management, collection, or distribution of public monies belonging to the SCSA#3.
5. Subject facilities and equipment to improper wear and tear or insufficient maintenance.
6. Make any purchase without strict compliance with SCSA#3 purchasing policies and procedures.
7. Receive, process or disburse funds under controls which are insufficient to meet the compliance standards of the SCSA#3's Independent Auditor.
8. Invest or hold funds in instruments that are non-compliant with the State Money Management Act.
9. Fail to protect public records, SCSA#3 information and files from loss or significant damage.
10. Acquire, encumber or dispose of real property without a recommendation from the Board and approval of the County Council.
11. Fail to maintain a minimum general fund balance of 50% of the current year's property tax collections, unless authorized by the Board; nor allow the general fund balance to exceed 100% of the current year's property tax collections.
12. Fail to manage SCSA#3 assets in compliance with GASB Statement No. 34, and the asset capitalization policy adopted by the Board.
13. Endanger the organization's public image or credibility, particularly in ways that would hinder its purpose, mission and values.

Section 4 – Communication and Support to the Board: The SCSA#3 staff and contractors will give the Board as much information as necessary to allow the SCSA#3 Board to be adequately informed and supported in their work. Accordingly, the SCSA#3 staff and contractors will:

1. Submit monitoring data required by the Board in a timely, accurate and understandable fashion, directly addressing provisions of the Board policies being monitored and including the staffs' or contractors' interpretations.

2. Advise the Board in a timely manner of trends, facts and information relevant to the Board's work.

3. Advise the Board of significant transfers of money within funds or other changes substantially affecting the organization's financial condition.

4. Advise the Board of changes in assumptions upon which Board policy has been established.

5. Provide for the Board as many staff and external points of view and opinions as needed for fully informed Board decisions.

6. Advise the Board if, the Board or individual members are not in compliance with the Board's policies, particularly in the case of Board or Board member behavior that is detrimental to the work relationship between the Board and the SCSA#3 Chair.

7. Provide a mechanism for official Board, officer or committee communication.

8. Work with the Board as a whole except when:

a. Fulfilling reasonable individual requests for information.

b. Working with officers or committees duly charged by the Board.

c. Communicating with the Board Chairperson.

9. Report in a timely manner any actual or anticipated noncompliance with any Board or other policy.

10. Supply sufficient information about items on the agenda to enable Chairs of the Board to make informed decisions.

11. Provide to Board members a draft copy of Board meeting minutes within twenty (20) working days after each meeting.

12. Provide electronic notice to Board members, including a proposed agenda and related information at least five days prior to a scheduled Board meeting.

13. Supply for the consent agenda all items delegated to the Chair, yet required by law or contract to be Board-approved, along with monitoring assurance.

ARTICLE XV – ACCEPTABLE USE POLICY

Section 1 – General: This acceptable use policy constitutes a “written policy of the public servant's entity” for the purposes of Utah Code Ann. § 76-8-402(1)(a)(iii).

Section 2 – Authorization: Public servants are authorized to use SCSA#3 public property for personal use as provided in this Article.

Section 3 – Guidelines: Public servants are encouraged to use SCSA#3 public property of in a manner that complies with the following:

1. The use does not damage the public property;
2. The use does not cost SCSA#3 more than \$2,500.00;
3. The use does not interfere with use of the public property as intended for the public use; and
4. The use allows public servants who have been authorized, formally or informally, to use SCSA# equipment for personal use to do so in accordance with state laws.

Section 4 – Warnings: If the Board, a Board member, or SCSA#3 supervisor believes that a public servant is using public property in a manner contrary to the guidelines set forth in Article XV, Section 3, the Board, Board members, or supervisor will give the public servant a written statement that describes the public servant’s improper use of SCSA# public property and informs the public servant that he or she should immediately stop using the public property in a manner that is contrary to the guidelines.

Section 5 – Repeat Violations: A public servant will violate this Article if he or she:

1. Receives a warning under Section 4 of this Article that is not appealed or is upheld by the Board; and
2. Uses public property in the same or in a substantially similar manner as set forth in the previously issued warning within a year of that warning.

Section 6 – Demand for Payment: If a public servant violates this Article, SCSA#3 will demand in writing that the applicable public servant repay the full cost of his or use personal use of public property. Any written demand that SCSA#3 issues under this Section must include the total amount owing, an explanation of how SCSA#3 calculated the amount owing, and a deadline for the public servant to repay the amount owing. The public servant’s use of the public property will be deemed to be unauthorized if the public servant does not repay the amount owing within the time allotted in the written demand. Provided, however, that a public servant may respond to a written demand by requesting a re-payment schedule, which request the Board, in its sole discretion may approve or deny. If the Board establishes a re-payment schedule, failure of the public servant to comply with that re-payment schedule will constitute the unauthorized use of SCSA#3 public property.

Section 7 – Appeals: A public servant may appeal a warning or demand for payment issued under this Article to the Board if the public servant believes the warning or demand for payment is in error or is otherwise improper under this Article or applicable law. The public servant must

file a written appeal with the Board within 10 days of the public servant's receipt of the warning or demand for payment. The Board will hear the appeal at its next regularly scheduled meeting or, in its discretion, hold a special meeting to hear the appeal. When hearing an appeal filed under this Section, the Board will review the warning or demand for payment de novo along with any information or evidence provided by the public servant. The public servant will bear the burden of proof of showing by a preponderance of the evidence that the warning or demand for payment is in error. The Board will issue a written decision explaining the reasoning for its decision and will provide the public servant with a copy of its decision, provided that any decision issued under this Section must include the following disclaimer: "This decision pertains to an internal SCSA#3 employment matter and does not constitute evidence of any criminal wrongdoing."

Section 8 -- Disciplinary Action:

1. A public servant who violates this Article will be subject to all applicable disciplinary actions set forth in this Policy and may be subject to civil and criminal penalties under Utah and federal law, depending on the circumstances, provided:

a. If an independent contractor violates this Article, such violation will constitute grounds for SCSA#3 to rescind or void a contract entered into with that independent contractor;

b. A Board member who violates this Article may be subject to civil and criminal penalties, including but not limited to disqualification from office pursuant to Utah Code Ann. § 76-8-404; and

c. The Board may, in its discretion, refer violations under this Article to the appropriate law enforcement authorities if the Board has reason to believe that a public servant has committed a crime.

Section 8 – Repealer: All SCSA#3 policies are hereby repealed and replaced to the limited extent that they contradict or interfere with this Article. This Article, however, does not supersede any federal contracts or laws, State contracts or laws, or contracts with third parties that SCSA#3 may have executed regarding the use of its public property.