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6 **CLASSIFIED SUPERVISORS, MANAGERS, AND CONFIDENTIAL EMPLOYEES**

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8 **HOURS OF EMPLOYMENT**

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10 The workweek for all confidential and supervisory employees shall be a minimum of forty (40) hours.
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13 **TRANSFER AND REASSIGNMENT**

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15 All confidential/supervisory employees are District employees and may be assigned anywhere in the
16 District to those positions for which they are qualified, subject to these regulations. This policy
17 applies only to voluntary transfers.
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19 **A.** Vacancies to be filled by transfer or reassignment.

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21 1. Vacancies will be announced to all employees in that classification, at the same or
22 higher pay range, and those who have taken a voluntary demotion.
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24 2. Employees who are qualified and desire to transfer to another position and/or
25 location must apply for the vacant position with the Director, Personnel Services &
26 Employee Relations.
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28 3. An employee within the same class or a higher class may volunteer to transfer. The
29 employee requesting a voluntary demotion to a lower class will be given preference.
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31 4. Should there be more than one employee requesting a transfer to the same
32 vacancy, all things being equal, the position will be filled by the employee having the
33 most seniority in that classification.
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35 5. Each applicant shall be given, upon request, written rationale for non-acceptance to
36 the vacant position.
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38 6. An approved transfer resulting from the request of an employee is considered
39 permanent; therefore, no additional probationary period is required.
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41 7. The salary of the transferring employee shall be at a level of pay equal to the old
42 pay range, but in no case greater than Step E of the new range.
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44 8. An employee transferring within the class or taking a voluntary reduction in class will
45 retain his/her old anniversary date and all seniority rights.
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47 9. If the position from which an employee took a demotional transfer is again vacant,
48 that employee will be given first consideration to fill the former position and, if
49 selected, will regain his/her higher classification.
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51 10. If no transfer or reassignment is requested, the vacancy will be announced publicly.

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53 Approved: March 14, 1990
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56 **RE-EMPLOYMENT AFTER LAYOFF**

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- A. Confidential and supervisory employees who are terminated as a result of lack of work or lack of funds shall, upon re-employment within thirty-nine (39) months from the termination date, be reinstated with no loss of fringe benefits and seniority.
- B. Fringe benefits and seniority are not earned during the period of the layoff.
- C. Upon re-employment, the employee shall be credited with the fringe benefits to which he/she was entitled as of the date of his/her layoff.

Approved: March 14, 1990

DIFFERENTIAL PAY

- A. Shift differential pay shall be for all classifications at a rate of 2 1/2% for swing shift or split shift; and a 5% rate of pay for the graveyard shift.
- B. Definitions:
 - 1. **Swing:** When hours of work regularly assigned exceed 4:30 p.m. by more than three (3) hours per day (regular five-day consecutive workweek). Employees must work this shift at least three of the five normal workdays.
 - 2. **Graveyard:** When hours of work regularly assigned exceed 12 midnight by more than three (3) hours per shift (regular five-day consecutive workweek). Employees must work this shift for at least three of the five normal workdays.
 - 3. **Split:** When hours of work regularly assigned are split by a break of two or more hours. Employees must work this shift for at least three of the five normal workdays.
 - 1. **Overtime:** When hours worked are in excess of any shift, pay shall be at the overtime rate of that shift.
 - 2. Approval for shift change or overtime must be obtained in advance from the appropriate manager.

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WORKING OUT OF CLASSIFICATION

Any confidential/supervisory employee who is required to work out of classification for a period of more than five (5) working days within a fifteen (15) working day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification. These amounts will reasonably reflect the duties required to be performed outside his/her normally assigned duties.

The following procedures regulate the salary determination for a confidential employee working out of class:

- A. A manager can make such an assignment but must have written approval by the Director, Personnel Services & Employee Relations.
- B. Payment for working out of classification will be paid with the contract pay.

112 C. When an employee, who is assigned to work in a higher classification qualifies for extra
113 pay, he/she will be paid at the probationary step on the range of the classification to
114 which he/ she is assigned. If that salary is the same or less than his/her regular salary,
115 he/she will be paid on the next step of the higher range which will give a salary increase
116 for the additional responsibility. The increase will be no less than 5%.

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119 **EXAMPLE**

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	A	B	C	D	E
Range 10	555	583	612	653	675
Range 12	583	612	643	675	709
Range 16	643	675	709	744	781

If the Range 10 employee were required to work in a Range 12 classification, he/she would be paid at the rate of Range 12, Step C. If he/she were assigned a responsibility in Range 16, his/her rate of pay would be Range 16, Step A.

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OVERTIME

- A. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week.
- B. Compensation for overtime shall be at one and one-half times the regular rate of pay of the employee designated and authorized to perform the overtime.
- C. Work performed for the Associated Students is not affected by the college policy. The hourly rate of pay for compensation received from the Associated Students has not been changed. Time and one-half pay is related only to work performed for the college.
- D. Travel time of thirty (30) minutes each way will be allowed if the employee is called back for an emergency situation. If service is continuous, no travel time will be allowed.
- E. All overtime for which employees are to be paid must be authorized in advance by the Chancellor, Chancellor's designee, or college president for the site.
- F. Employees shall not be paid unauthorized overtime.
- G. Overtime shall be reported on the time sheet at the end of the month by dates, hours and emergency or event requiring overtime. The immediate supervisor shall sign the time sheet.
- H. The foregoing provisions are not intended to apply to properly designated part-time positions with an assigned workday of less than eight (8) hours and a workweek of less than forty (40) hours.
- I. Positions in the Security Department are exempt from the provisions of this policy.

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LONG-SERVICE RECOGNITION

A. Recognition for length of service shall be provided in the form of an annual stipend in accordance with the following schedule:

<u>YEARS OF SERVICE WITH THE DISTRICT</u>	<u>COMPLETED NUMBER OF YEARS OF EMPLOYMENT WITH THE DISTRICT</u>	<u>AMOUNT OF STIPEND</u>
6-11	5-10	\$ 700
12-16	11-15	\$ 850
17-21	16-20	\$1000
22-26	21-25	\$1150
27-31	26-30	\$1300

B. The first long service payment will be made in December of the first year following five complete years of service. The maximum service credit to be allowed is for thirty years.

C. The amount of long service pay will be paid by separate check and will be available to Confidential/Supervisory employees no later than December 10, and only to those actually employed on the date of payment, except upon retirement in which case the long service payment will be in proportion to the fraction of the year worked. The payment date and method is subject to change in accordance with County of San Bernardino payroll processing.

D. In order to be eligible for long service pay, an employee must qualify for inclusion in the Retirement Program, i.e., must be employed half-time or more.

E. Any year in which an employee receives an unsatisfactory performance evaluation will not be counted as a year of service for the purpose of calculating long service recognition credit.

Approved: February 14, 2002

HEALTH AND WELFARE BENEFITS

A. A program of health and welfare benefits shall be provided to all confidential and supervisory employees.

B. Hospitalization/Medical

The District pays the insurance premium for the Board-approved hospitalization/medical plan for the employee, spouse, and dependents.

C. Dental

The District pays the insurance premium for the Board-approved dental plan for the employee.

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D. Life Insurance

The District pays the insurance premium for the Board-approved life insurance plan for the employee.

E. Health Service, Continuation After Retirement

Any confidential or supervisory employee who opts for early retirement will continue to receive hospitalization/medical plan benefits available to classified employees of the district, until age 65, subject to all the conditions for one of the following:

1. Service Retirement #1

- a. Has attained the age of 60 before terminating employment with the district.
- b. Has completed a minimum of ten years service with the district.
- c. Has been an employee of the district immediately preceding retirement status.
- d. Must be on retirement with the Pubic Employees Retirement System.

OR

2. Service Retirement #2

- a. Has attained the age of 55 before terminating employment with the district.
- a. Has completed a minimum of twenty years with the district.
- b. Has been an employee of the district immediately preceding retirement status.
- d. Must be on retirement with the Public Employees Retirement System.

OR

3. Disability Retirement

- a. Regardless of age before terminating employment, has completed a minimum of five years of service with the district.
- b. Has been an employee of the district immediately preceding retirement.
- c. Must be accepted by and remain on disability retirement with the Public Employees Retirement System.
- d. Retiree agrees to enroll in Parts A & B and pay the full premium as soon as they are eligible.

Approved: March 14, 1990

LEAVES OF ABSENCE

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A. Sick Leave

1. Every confidential or supervisory employee employed five days a week shall be entitled to twelve days leave of absence for illness and injury with full pay for a fiscal year of service.
2. A confidential or supervisory employee employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve days leave of absence for illness or injury as the number of months he/she is employed bears to 12.
3. A confidential or supervisory employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of twelve days leave of absence for illness or injury as the number of days he is employed per week bears to 5. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day.
5. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the year. However, a new employee of the district shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the district.
6. If an employee does not take the full amount of leave allowed in any year under this policy, the amount not taken shall be accumulated from year to year.
7. The Board of Trustees may require proof of illness or injury.

B. Maternity Leave

1. An employee may use sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.
3. This provision shall be construed as requiring the district to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

C. Bereavement Leave

1. Every person employed in a confidential or supervisory position is entitled to a paid leave of absence, not to exceed three days, or five days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any members of his/her immediate family.

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2. Member of the immediate family means the mother, father, grandparent or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

D. Personal Necessity Leave

1. Any days of leave of absence for illness or injury allowed pursuant to Section 88207 of the Education Code may be used by a confidential or supervisory employee, at his/her election, in case of personal emergency.
2. No such accumulated leave in excess of six days may be used in any school year. Request for such leave of absence shall be submitted to the Chancellor or College President as appropriate prior to absence, explaining the specific nature of the personal emergency.

E. Industrial Accident and Illness Leave

1. An employee must have been with the district a minimum of nine months.
2. Evidence must support the fact that the illness or accident arose out of employment. The Board of Trustees may require a physician's report on probable causes.
3. An employee absent from his/her duties due to an industrial accident or illness leave shall receive his/her full pay from the district. The employee is required to endorse temporary disability indemnity checks received from Workers' Compensation to the district. Arrangements may be made with Workers' Compensation to have the checks mailed directly to the district.
4. Industrial accident or illness leave of absence shall not exceed sixty days in any one fiscal year for the same accident or illness.
5. At such time as the employee has used his full entitlement of sixty days industrial leave, he/she may use his/her accumulated sick leave. Sick leave will be used at a rate equal to the pay received from the district less any contribution from Workers' Compensation. For example: An employee's daily rate is \$20.00; the district receives \$10.00 per day from Workers' Compensation. The employee receives his/her full pay but is charged only one-half sick leave.
6. Industrial leave is not accumulative.
7. When accident or illness overlaps into the next fiscal year, the employee is entitled only to the balance of the sixty days not used.
8. The employee may not leave the state during the leave period unless authorized by the Board of Trustees.
9. When all industrial leave and sick leave benefits have been exhausted, the employee must be placed on the reemployment list for a period of 39 months.

F. Military Leave

Regular employees or probationary employees whose combined district ser-vice and military service total one full year shall be entitled to full pay for the first 30 calendar days of absence

391 for reserve training in any one fiscal year. Such leave must be verified by a copy of the
392 military orders requiring military pay.

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394 **G. Jury Duty Leave**

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396 When a confidential or supervisory employee is absent because of a mandatory court
397 appearance as a juror, said employee shall suffer no monetary loss by reason of said
398 service. Such employee shall receive his/her regular salary upon receipt by the district of a
399 valid jury duty verification, but shall reimburse to the district the amount of fees received from
400 the court, excluding those paid for mileage.

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402 **H. Unpaid Leave**

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404 An unpaid leave of absence may be granted by the Board upon the recommendation of the
405 Chancellor subject to the following provisions:

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407 1. A request for leave that clearly articulates the terms and conditions requested must
408 be submitted to the immediate supervisor. The supervisor will act upon the request
409 and, in the case of a favorable response, will forward the request through the
410 appropriate channels. If the immediate supervisor opposes the leave, he/she shall
411 notify the applicant within 15 working days of the date of submission. Applicants
412 who are denied leave have the right to appeal through the usual organizational
413 channels.

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415 1. No more than one full-year unpaid leave will be granted to an employee, and such
416 leave shall not extend beyond one year.

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418 3. No unpaid leave will be granted to an employee who takes a position with another
419 organization that by its nature is considered to be permanent and continuing.

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421 4. An individual on unpaid leave retains the right to District employment at the end of
422 the leave but does not retain the right to return to the specific position vacated.

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424 5. A notice of intent to return must be filed in writing with the District Personnel Office
425 three months prior to the anticipated date of return.

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427 6. An unpaid leave will be treated as a "break" in service. An individual on unpaid
428 leave will not receive advancement credit on any salary schedule, will not be
429 credited with sick days or vacation days, and will not receive retirement credit while
430 on leave.

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432 7. An individual on unpaid leave may purchase continued coverage under District
433 health, dental, and life insurance plans.

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435 **I. Family Care Leave**

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437 1. An employee with more than one year of continuous service with the District who is
438 eligible for other leave benefits shall be granted upon request an unpaid family care
439 leave up to a total of four months in any twenty-four month period pursuant to the
440 requirements of this policy.

441 a. For purposes of this policy, the term "family care leave" means either:

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443 (1) Leave for reason of the birth of a child of the employee, the
444 placement of a child with an employee in connection with the
445 adoption of the child by the employee, or the serious illness of a
446 child of the employee; or

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- (2) Leave to care for a parent or spouse who has a serious health condition.
- 2. An unpaid family care leave granted pursuant to this policy shall be in addition to any other leave pursuant to the Government Code Section 12945.2, except that an unpaid family care leave used in conjunction with a pregnancy leave of four months or more may be limited by the District within its discretion to one month.
- 3. An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave, an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.
- 4. If an employee's need for an unpaid family care leave is foreseeable the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or super-vision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
- 5. The District requires that an employee's request for an unpaid family care leave for the purposes of caring for a child, spouse or parent who has a serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. An estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care; and
 - d. A statement that the serious health condition warrants the participation of a family member to provide care during a period the treatment or supervision of the individual requiring care.
 - e. If additional leave is requested by the employee upon expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written recertification consistent with the requirements for an initial certification.
- 6. Definitions - for purposes of this policy and consistent with current law:
 - a. The term "child" mean a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.
 - b. The term "parent" means biological, foster, or adoptive parent, stepparent, or a legal guardian.
 - c. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:

- 503 (1) Inpatient care in a hospital, hospice, or residential health care
504 facility; or
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506 (2) Continuing treatment or continuing supervision by a health care
507 provider.
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509 d. The term "health care provider" means an individual holding either a
510 physician's and surgeon's certificate issued pursuant to applicable law, or
511 an osteopathic physician's and surgeon's certificate issued pursuant to
512 applicable law.
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514 7. The District within its discretion may allow an employee upon written request to
515 utilize accumulated illness and accident leave for the purpose of family care leave.
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517 8. An employee taking unpaid family care leave pursuant to this policy shall continue
518 to be entitled to participate in health plans and other benefits to the same extent and
519 under the same conditions as apply to other unpaid leaves of absence.
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521 9. The District may refuse to grant an employee's request for unpaid family care leave
522 under this policy even though all requirements of this policy have been satisfied if:
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524 a. The refusal is necessary to prevent undue hardship to the operations of the
525 District;
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527 b. The employee and the other parent would receive unpaid family care leave
528 exceeding four months in any twenty-four hour period; or
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530 c. The other parent is also taking family care leave at the same time or is
531 unemployed.
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533 10. Any employee returning from an unpaid family care leave shall be assigned to the
534 same or comparable position. For purposes of this policy and consistent with
535 current law, the term "same or comparable position" means a position that has the
536 same or similar duties and pay which can be performed at the same or similar
537 geographic location as the position held prior to the leave.
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539 11. This policy shall not be construed to require any changes in existing collective
540 bargaining agreements during the life of the contract, or until January 1, 1993,
541 whichever occurs first.
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543 12. This policy shall not be construed to entitle the employee to receive disability
544 benefits under Part I (commencing with Section 3200) of Division 4 of the Labor
545 Code.
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547 Approved: March 12, 1992
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550 **VACATIONS**
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- 552 **A.** Confidential and classified supervisory employees earn vacation at the rate of 1.91 days per
553 month for each complete month of service. In determining vacation accrued at the end of
554 any calendar month, the product of 1.91 X months worked shall be rounded to the nearest
555 whole number.
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557 **B.** All vacation computation is based on a fiscal year of July 1 to June 30.
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- 559 C. New employees with an employment date other than the first working day of the month shall
560 not start accruing vacation until the first working day of the following month of employment.
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- 562 D. Each July all confidential and classified supervisory employees shall be notified by the
563 Payroll Department of their June 30 accrued vacation credits. Confidential and supervisory
564 employees can accrue vacation credits up to 46 days. Once vacation credits reach the
565 maximum accrual level no more vacation credits will be earned.
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- 567 E. Vacations will be set at the convenience of both the employee and the District, and are
568 subject to the approval of the manager to whom he/she is responsible, and the Campus
569 President or Chancellor, as appropriate.
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- 571 F. Upon leaving the employment of the District, a confidential or classified supervisory
572 employee shall be entitled to lump sum compensation for earned and unused vacation at
573 his/her current salary. Payment shall be made up to the accrued number of vacation days
574 not to exceed forty-six (46) days.
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576 Approved: April 11, 2002

577 Revised: August 2, 2002

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580 **INTERRUPTION OR EARLY TERMINATION OF VACATION**

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- 582 A. Any permanent confidential or supervisory employee may interrupt or terminate his/her
583 regular vacation leave, in case of illness, and use sick leave before continuing regular leave
584 or returning to work.
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- 586 B. The employee must notify the district personnel office and/or his/her supervisor of the
587 interruption or termination of his/her vacation to use his/her sick leave.
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- 589 C. The District Personnel Officer and/or the supervisor is responsible for notifying the employee
590 if he/she may continue his/ her vacation leave, after use of sick leave, or if he/she must
591 report to his/her normally assigned work.
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- 593 D. Upon returning to his/her regularly assigned work, the employee must furnish relevant
594 supporting information regarding interruption or termination of vacation leave.
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596 Approved: March 14, 1990

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599 **BREAK PERIODS**

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601 Break periods are allowed as released time from fatiguing work. Such periods shall not exceed
602 fifteen minutes in the morning and fifteen minutes in the afternoon for full-time employees. Half-time
603 employees have only one such break period.
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605 Approved: March 14, 1990

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608 **STATUS REPORTS ON VACATION AND SICK LEAVE**

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610 The Payroll Office will issue all confidential and supervisory employees an individual status report of
611 vacation entitlement and accrued sick leave quarterly.
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613 Approved: March 14, 1990

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PROFESSIONAL GROWTH

- A. Classified Supervisors and Confidential Employees on the classified supervisory and confidential salary schedules shall be eligible for tuition cost reimbursement from an accredited institution.
- B. Reimbursement will only be given for courses completed with a grade of "C" or better, "credit", or equivalent grade, which pertain to their position.
- C. Such reimbursement shall not exceed costs of 18 semester units of course work per year.
- D. Reimbursement shall not be allowed for courses carrying zero units.
- E. No tuition cost paid by the District is to exceed 80% of a per unit basis cost of similar course work at the University of California.
- F. Only Classified Supervisors and Confidential Employees who have completed their probation period as a Classified Supervisor or Confidential Employee shall be eligible for this benefit.
- G. All courses for which a Classified Supervisor or Confidential Employee seeks tuition reimbursement must have prior approval by their Supervisor, the Chancellor, and the Board.

Approved: May 10, 2007

CELLULAR TELEPHONE USAGE

- A. **Authorization**
Each college president and each vice chancellor may designate supervisors to receive partial reimbursement for the use of a cellular telephone in conducting District business.
- B. **Application**
Supervisors shall make application through the appropriate channel. Approved applications shall be forwarded from the campus to the Vice Chancellor Fiscal Affairs for implementation.
- C. **Reimbursement**
Reimbursement shall be at a rate not to exceed \$50 per month, which shall include purchase of the telephone, activation, monthly service charges, and air use time—including long distance calls. While monthly application for reimbursement is not required, periodic verification of telephone usage may be requested.
- D. **Review**
This policy shall receive periodic review to assess the appropriateness of the reimbursement rate.

Approved: June 14, 2002