



Bear Mountain Recreation and Parks District's Education Assistance Program Policy

Purpose

The purpose of the education assistance program is for workforce planning and development. It provides a tool for managers and employees to support academic activities that directly relate to Bear Mountain Recreation and Parks District (hereinafter "District") business, and which support the mission, vision, and values of the District. The educational assistance program is not an employee benefit, right or entitlement; it is a program for workforce development. Denial of participation in the educational assistance program is not grievable, except on grounds of discrimination.

The education assistance program provides payment of academic costs if funds are available, and/or time off the job if the course is available only during working hours and District resources and personnel allow for such time off.

Eligibility

Permanent employees regularly scheduled 20 hours or more per week and probationary, temporary and/or trainee employees, after satisfactory performance for a period of not less than six months, as determined by management.

Selective Service Registration: NCGS 143B-421.1 requires those eligible for selective service to be registered in order to be reimbursed academic costs. The federal Selective Service law specifies that males, both US citizens and immigrant aliens residing in the US and its territories, ages 18 through 25, shall register with the Selective Service.

Origination of Request

Requests for educational assistance may be initiated by the employee or management.

Employees may initiate requests for educational assistance to:

- Maintain/enhance current skills; and
- Develop new skills/competencies for career development within the District.

Management may initiate requests for educational assistance to:

- Ensure employees have mandated licensure or certification;
- Address a shortage of skilled workers in specific classifications;
- Develop a pool of employees for succession planning;
- Build specific high priority skills; and

- Address performance expectations of the employee as specified on the performance management improvement plan.

Job-related degrees and corresponding non-work related courses within a degree program may be approved at the discretion of management.

Academic Sources and Approved Courses

A. Academic Courses

Academic courses are defined as a course/degree provided by an accredited GED program, community college, college, or university. Academic courses/degrees provided through traditional classroom, video-based, distance learning, web-based, e-learning and certain correspondence courses (see Ineligible Sources below) are eligible for approval. The course must provide academic credit or continuing education credit, be listed in the college/university course catalog and charge tuition in the traditional meaning of tuition (as opposed to only registration fees). Correspondence courses not accredited by the US Department of Education or the American Council on Education/CREDIT for academic credit are not eligible under this policy.

B. Approved Courses

Management, when making the determination whether to provide educational assistance to take a specific course, must consider the basic principle: “deemed beneficial to both the District and the employee.”

Completion of the course should have a direct benefit to the District. The improved knowledge, skills and abilities gained by the employee should benefit the individual in completion of his/her current and/or potential job duties. Management should consider workforce planning, succession planning and career development in approving employees to receive educational assistance.

Guidelines to consider in course selection are:

- Courses which provide knowledge and skills directly related to maintaining or improving current job skills;
- Courses mandated by law or regulation as a job requirement for continued employment; and
- Courses directly related to the employee’s current job or a documented workforce need.

When approving courses, management must consider workforce planning in developing employees who demonstrate the ability to perform at a higher level of responsibility. Hard to recruit classifications are areas in which an employee could be approved to take courses outside his/her current classification level to meet future work needs. Examples of this are:

- Technicians working on a college degree to fill professional engineering positions; or Health care workers participating in a nursing program; or
- Courses included in an academic program which are necessary to complete a management approved degree program.
- Educational assistance shall not be approved for courses where management has determined that neither the course nor degree is of benefit to the District.

The District’s Board of Director’s may approve exceptions to the approved course policy.

C. Audited Courses

Academic courses which are audited are eligible for educational assistance; however an employee may receive tuition assistance for the same course or course equivalent only once. Payment of education expenses requires a statement written on school letterhead and signed by the instructor that the employee attended at least 85% of the scheduled class meetings during the academic term.

D. Certification/Licensing (Post-Employment)

Incumbent employees who meet minimum educational requirements for employment and for whom certification/licensing is required after employment or is deemed desirable by management are eligible for educational assistance under the following conditions:

- Certification/licensing is mandated or is a policy requirement of the District.
- Educational assistance is authorized for certification or licensing only if the certification or license is attained via academic course work.

Education Assistance

A. Academic Costs

Eligible employees approved for educational assistance shall receive assistance in paying their academic costs charged by the academic source at which the employee is enrolled. Academic costs are defined as charges assessed by an academic source to every person enrolling for the course. These charges are required of everyone and are neither negotiable nor discretionary for the individual enrolling in the course. Academic costs include in-state tuition, fees and course/lab fees. Course/lab fees must always be itemized. Payment of course/lab fees may require a written statement from the academic source justifying the fee as a required fee in addition to other fees.

B. Amount of Assistance

Eligible employees may receive assistance for academic costs charged by the academic source where enrolled. The District may pay for all academic costs as specified in the paragraph "Academic Costs," or only tuition and other academic-related fees, but not fees unrelated to registering for a course or a degree program, such as dorm, student union construction, athletic fees, student health service, cultural event fees, etc.

The District may also, with a bona fide business justification, reduce the amount of payment per employee to a set amount less than the tuition and fees and/or limit the number of courses for which any one employee may be reimbursed in an academic term.

The District, if choosing to pay for an amount less than the academic costs specified in the paragraph "Academic Costs" shall make this information available to all employees at the beginning of the fiscal year and apply this limitation in a fair and equitable manner to all employees requesting educational assistance in that fiscal year. (See also "Reimbursement without Department Funds" section below.)

For study at accredited GED programs and California State University institutions or the institutions of the California Community College System, eligible employees may be reimbursed

for 100% of academic costs for up to 20 semester credit hours per fiscal year (or 32 quarter hours per fiscal year).

For study at all academic institutions other than California State University institutions and institutions of the California Community College System, eligible employees may be reimbursed up to the maximum academic cost charged by California State University institutions for up to 20 credit hours (or 32 quarter hours per fiscal year). Payment of tuition and fees from out-of-state colleges/universities shall not exceed the amount as specified above.

- a. *Special Graduate Programs* - Graduate professional programs with unusual course/lab fees, tuition or other fees will be considered on a course by course basis. The District's Board of Directors may approve payment of these academic costs.

C. Non-reimbursable Expenses

Reimbursement shall NOT be made for:

- Application, examination, and graduation fees;
- Transportation costs; or
- Supplies.

D. Other Financial Assistance

Financial assistance from any other financial aid program shall not be duplicated under this program. (If eligible for Tuition Waiver and/or Student Fee Waiver, the employee must apply these programs first.) However, the difference, if any, between such aid and the allowable costs under the Educational assistance program may be reimbursed.

E. Tax Status

Congress enacted the Economic Growth and Tax Relief Reconciliation Act of 2001 which allows an employer to offer its employees up to \$5,250 in tax-free (job related and non-job-related) educational assistance for undergraduate and graduate level courses begun after December 31, 2001.

F. Requirement for Assistance

Management may consider any current disciplinary action for job performance or personal conduct prior to approval of the application for education assistance.

If funds are available, the applicant shall receive education assistance of approved academic costs upon submitting evidence of acceptance to a pre-approved course. Employee must complete approved academic courses or must reimburse the District for those costs the District paid. Completion is defined as "Satisfactory," "Pass," or a grade of "C" or better for GED classes or undergraduate courses, and a "B" ("P") or better for graduate courses.

G. Employee Separations

In the event Employee voluntarily quits his or her employment with the District or the District terminates Employee "for cause" prior to the employee completing the required number of years of continued employment by the employer, as stated in the employee's tuition assistance

agreement, Employee shall immediately pay, without demand, an amount equal to that installment payment and all later installment payments, with accrued interest at the rate of 10% per year ("Tuition Repayment Obligation"). As used in this Agreement, "for cause" means any material misrepresentation, theft or fraudulent act toward the District, any other employee or any client of the District.

H. Courses Taken "At the District's Request"

Because of specific high priority skill needs of certain job classifications at the District, management may require employees to take specific courses or degree programs "at the District's request." Under these circumstances, the following applies:

- All limitations under the provisions of this policy are waived. Employees are still responsible for requirements for withholding taxes and FICA.
- All expenses to the individual shall be reimbursed related to acquiring the necessary course or degree, to include: travel costs; examinations and administrative fees; textbooks and other course materials. (Any books or materials paid for by the District become the property of the District.)

Leave

An approved course should be taken on the employee's own time. If a course can be taken only during working hours, eligible employees must request Educational Leave prior to the beginning of the course, allowing sufficient time for the educational assistance request to be reviewed. Educational Leave may be granted unless the District's Board of Directors and/or General Manager identifies work conditions that will not permit the employee to be absent from the job. The District's management are encouraged to develop alternate work arrangements to complete the work assignments and also grant Educational Leave. Reasonable travel time as determined by the supervisor may be permitted to attend approved courses.

The District may approve Educational Leave, and, if approved, Educational Leave shall not be charged to the employee's vacation leave.

Educational Leave during work hours shall not exceed one course up to five hours academic credit per academic term. Exceptions to the leave restriction may be addressed using the Educational Leave with Pay provisions of this policy.

A. Extended Leave Situations

Courses taken at the District's request that exceed the credit hour per fiscal year limitation must follow the Extended Educational Leave policy.

B. Extended Educational Leave

The District may provide leave with pay or leave without pay for certain types of academic courses. The references to these specific policies are set out below.

C. Educational Leave Without Pay

Extended Educational Leave without pay may be granted by the District's Board of Directors in accordance with the normal Leave Without Pay Policy.

D. Educational Leave With Pay

Extended Educational Leave with Pay is allowed only with advance approval of the District's Board of Directors. Justification for the paid leave must be attached to the Educational Assistance Application at the time of pre-approval (see "Application Procedures" section below).

Any employee (permanent, probationary, trainee or time-limited) may be considered for extended Educational Leave to participate in job or career-related work-study, scholarship or fellowship programs based upon the following criteria:

- Verification that both labor market and organizational needs exist for development in the program requested.
- Equal opportunity provided in selection of candidates.

Employees are informed of the District's policies and procedures regarding:

- Announcement and application procedures,
- Screening and selection of employees,
- Limitations and restrictions on academic courses,
- Leave, salary, benefit conditions, withholding taxes and FICA, and
- Education assistance payment agreement

Requests for extended Educational Leave initiated by the employee and which do not meet with the above criteria will be administered according to the Leave without Pay Policy.

Maintaining Records

The District is responsible for retaining records, on a fiscal year basis, of educational assistance activity. This information shall be reported annually to the District's Board of Directors and shall include the following:

- Number employees participating in the program,
- Amount (tuition and fees) paid,
- Number employees granted Educational Leave,
- Number employees taking courses at the District's request
- Number employees granted extended education leave,
- Number of employees taking courses for mandated/required certification/licensing

Application Procedures

A. Pre-Approval (Part I of the Educational Assistance Application)

Deadline: Educational Assistance Application must be approved prior to the start date of the course.

1. Employee submits Educational Assistance Application to his/her supervisor.
2. The District's Board of Directors reviews request and authorizes any contribution to the employee's coursework.
3. Employee submits education invoice/bill from education institution.
4. The District pays the agreed upon portion of Employee's education costs.

Questions

If you have questions regarding the Educational Assistance Program, contact the District's General Manager.



Education Assistance Application

Part 1: Pre-Approval

Deadline: Part 1 of this form (Pre-Approval) must be approved by Bear Mountain Recreation and Parks District's Board of Directors prior to the first day of classes.

Employee Information

Name:				Date:	
	First	Middle	Last		
Phone:	Position Title:				
Email:	Supervisor Name:				

Course Information

School:		Location:		Term:	
Course Title <small>(use additional pages if required):</small>		Course #(s):		Credit Hours:	
Check all that apply:	<input type="checkbox"/> Undergraduate <input type="checkbox"/> Non-Credit <input type="checkbox"/> Licensure <input type="checkbox"/> Mandated by Law/Employer	<input type="checkbox"/> Graduate <input type="checkbox"/> Audit <input type="checkbox"/> Certification	<input type="checkbox"/> Continuing Education <input type="checkbox"/> Thesis/Dissertation	<input type="checkbox"/> Job Related <input type="checkbox"/> Not Job-Related	
Is this course part of your degree program?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, which degree?	<input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Doctorate				
Employee's regular work schedule:					
Course Schedule:					
Is/are the course(s) available outside the employee's regular work schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Describe specifically how the course(s) contribute to (1) maintaining or improving your current job skills, (2) contribute to your professional development, and/or (3) contribute to your department or Bear Mountain Recreation and Parks District as a whole (use additional pages if necessary).

Assistance Requested

Education Costs requested (must not have been paid with other financial awards):	Tuition Costs:	\$	Educational Leave	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Lab/Course	\$	Number of Hours per	
	Books*:	\$	Flexible Schedule	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Total:	\$	Proposed Work Schedule/Leave Period:	
* Books, if reimbursed by BMRPD, become property of BMRPD.				

Employee Certification

I certify that the information submitted on this Educational Assistance Application is accurate to the best of my knowledge. I understand that Educational assistance and Educational Leave are not an absolute right and are subject to Bear Mountain Recreation and Parks District Board of Director approval and operational needs. I understand that Education Assistance is conditioned upon the availability of funds, and may be reported as taxable income. Additionally, I understand that Educational Assistance is governed by Bear Mountain Recreation and Parks District Tuition Assistance Agreement, which will be executed by the undersigned upon approval of this application by the District's Board of Directors.

Employee Signature: _____

Date: _____

Bear Mountain Recreation and Parks District Pre-Approval

<input type="checkbox"/> This Course (or degree program) will benefit both the employee's professional development and BMRPD. <input type="checkbox"/> This course (or degree program) is being taken as a requirement from BMRPD's management.	Support provided by BMRPD	
	Tuition	\$ _____
	Flexible Work Schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Educational Leave	<input type="checkbox"/> Yes hours/week <input type="checkbox"/> No
	Extended Educational Leave (if requesting extended leave with pay, attach justification for the expense)	<input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay From _____ to _____

Note: If the employee is temporary, probationary or a trainee, s/he must have completed at least six months of satisfactory performance prior to this application being considered by BMRPD.

BMRPD Board Member Signature: _____

Date: _____



TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement (“Agreement”) is made and entered into as of _____, by and between _____ (“Employee”) and Bear Mountain Recreation and Parks District (“Employer”).

Employee is currently an employee of Employer. Employee has voluntarily applied to and been accepted into the following educational program at _____ name of school _____; name of educational program _____. Employer has agreed, on the terms set forth in this Agreement, to financially assist Employee in paying tuition for this educational program. In exchange for Employer’s financial assistance, Employee agrees to reimburse Employer either through work (by remaining employed with Employer for a specific time period as set forth in this Agreement) or by repayment (if Employee leaves before completing the agreed-upon service to Employer as provided in this Agreement).

In consideration of the mutual promises set forth in this Agreement, Employer and Employee agree as follows:

1. Tuition Assistance. Employer shall pay directly to _____ name of school _____ up to a total of \$ _____ toward the tuition for the educational program into which Employee has been accepted (the “Tuition Assistance”). This Tuition Assistance shall be paid in installment payments as billed by _____ name of school _____ for the program.

2. Employee Obligation. Employee agrees to participate in and pursue the educational program to the best of his or her ability and to use reasonable efforts to complete the program. Should Employee quit the educational program or fail to pass the educational program, Employee shall immediately pay, without demand, an amount equal the installment payment paid, with accrued interest at the rate of 10% per year (“Tuition Repayment Obligation”).

3. Obligation Satisfied _____ Years After Payment. Employee will have no obligation to pay Employer for an installment payment made toward Tuition Assistance if, on the _____ annual anniversary of that installment payment, Employee has not voluntarily quit or has not been fired “for cause.” In the event Employee voluntarily quits his or her employment with Employer or Employer terminates Employee “for cause” less than _____ years after any installment payment is made, Employee shall immediately pay, without demand, an amount equal to that installment payment and all later installment payments, with accrued interest at the rate of 10% per year (“Tuition Repayment Obligation”). As used in this Agreement, “for cause” means any material misrepresentation, theft or fraudulent act toward Employer, any other employee or any

client of Employer.

4. Set-off Against Final Paycheck. To the extent allowed by law, Employer may deduct the amount of any Tuition Repayment Obligation from any compensation due and owing to Employee at time of separation from employment.

5. No Guarantee of Employment. Nothing in this Agreement constitutes a commitment or guarantee on the part of Employer to provide employment to Employee for any specific period of time or duration. Unless otherwise provided in a writing other than this Agreement, Employee's employment shall remain "at-will."

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing, and may be given by personal delivery, e-mail or by mail, first-class postage prepaid. Notice shall be deemed given upon actual receipt in the case of personal delivery or e-mail, or within two (2) business days after mailing. Notices shall be sent to the addresses listed on the signature page of this Agreement.

7. No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement; Amendments and Modifications Only in Writing. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in a writing signed by both parties.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employer and Employee agree that any action to interpret or enforce this Agreement or which arises out of this Agreement shall be brought in the Superior Court of the State of California, Kern County, or, if applicable, in the United States Federal Court for the Eastern District of California.

10. Attorneys' Fees. If Employer or Employee brings any legal action or seeks arbitration regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the other party, in addition to any other relief that may be granted.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Employer and

Employee. Employer may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER

EMPLOYEE

By: _____

Name: _____

Name: _____

Title: _____

Address: _____

**Bear Mountain Parks and Recreation
Public Arts Policy
2016 (proposal)**

MISSION:

- To enhance the quality of life by incorporating public art within all Bear Mountain Parks and Recreation District's parks and properties, as vital component to the enjoyment of the parks as public space and to advance over all park experience as a positive one by creating an atmosphere of inclusion that detours graffiti.
- The first Component of this policy is to adopt and establish a color scheme for the entire Bear Mountain Parks and Recreation District. A color scheme in which all our stationary and office equipment would be redesigned to match the rest of our district. All new staff and board member and volunteer apparel would also adopt the new color scheme. This color scheme would be used in an alternating fashion to attract positive attention. Our benches and shade awning would be repainted in this new color scheme. The proposed two color scheme of this policy would be ROYAL BLUE and YELLOW the colors of Cal-State Bakersfield otherwise known as CSU Bakersfield or California State University Bakersfield. CSUB's Blue and Yellow would connect our entire district to the only major University in our County. The Blue and Yellow would extend to our trash cans and utility boxes. This would not extend to the David Head Center or major surface areas on bathroom structures in San Diego Park and Weedpatch Park.
- We as the Bear Mountain Parks and Recreation District are the leaders in public art and serve as the first Parks and Recreation District to have a public mural within a public park in Kern County, with the unveiling of the "Marcos Reyes Y Que!" mural located in the northwest corner of San Diego Park in 2013.
- We as The Bear Mountain Parks and Recreation would like declare our public parks as designated public arts areas that encourage the involvement of youth in the creation of public murals within our parks that have an important historical connection to the surrounding communities of Arvin, Weedpatch and Lamont.
- We as The Bear Mountain Parks and Recreation would like to include public sculpture as important component of the arts and would also incorporate public sculptures within our parks to enhance the beauty of our parks and properties. We want to be prepared if ever an artist would like to donate a piece of public sculpture. In addition we would encourage any local politician or governing body in Kern County that would like to commemorate local veterans and honor our parks with a place of remembrance and dedication to fallen and living warriors of our armed forces.
- All artwork and sculptures would reflect the universal idea of "Urban Culturalism" as defined by the following.

“Urban Culturalism is the idea that public artwork should reflect a positive message that is understood at a fundamental level by either shape, color or message. This art theory has been used by neighboring communities to combat against graffiti and public defacement. By using “Urban Culturalism,” as the main component of all public art within Bear Mountain Parks and Recreation District we would guarantee a mural or sculpture that speak to the community.” Jorge Guillen 2008

- We as The Bear Mountain Parks and Recreation serve the right to refuse any artwork that is considered offensive, gang related, illegible and disrespectful. All artwork must also not contain any religious content as to not offend any persons.
- We as the Bear Mountain Parks and Recreation District play a very important role as leaders within the communities of Lamont, Arvin, and Weedpatch in public park services and understand to continuous problem of gang related public defacement and graffiti within our parks and strive to take care of any problems that may arise of nature by removing the said vandalism..
- We as the Bear Mountain Parks and Recreation District would encourage the local youth groups already doing volunteerism in our local communities such as the Sheriffs Activities League (SAL), The Dolores Huerta Foundation Youth Group (DHF-YG) and similar groups such as probation department to work with local artists to create murals within our parks.
- We as the Bear Mountain Parks and Recreation District would also like to encourage similar groups the outlying areas of Kern County to come and establish partnerships to create a public art within our parks and properties.

DESIGNATED PUBLIC MURAL SPACE:

- All existing and future party structures, stone benches and trash cans within Bear Mountain Parks and Recreation District will be painted in a blue and yellow alternating pattern with each side a different color. The ceiling of each shade structure will be repainted white and only white as needed due to normal wear and tear or vandalism.
- Sections of the play structures at both San Diego and Weedpatch parks that are continuous vandalism problems would be left open for artists to repaint section in vibrant colors.
- All trash cans that lay with all parks under the jurisdiction of Bear Mountain Parks and Recreation District including sides and backsides of benches will be open for murals once program is started. The seating area of bench will remain either Yellow or Blue depending on pattern of area.
- The North Wall within San Diego Park in partnership with property owners and local youth groups and artists to create murals at zero cost to Bear Mountain Parks and Recreation District. This wall consists of three individual properties and can use the space according to season.

- The Weedpatch Park restrooms will be open for murals except the north facing wall which will remain brown. In addition the Weedpatch sign will be repainted and protected with an anti-graffiti finish. The small centipede creature will be open for murals and repainted as needed by volunteer artists.
- All playground equipment and toy structures would be repainted blue and yellow to show a sense of unity within playground area within the BMPR's district.
- The insides of our public restrooms will be repainted pink to detour vandalism and ensure paint reserves stay low within restrooms by playing psychological warfare on would be vandals. By painting the restrooms pink it will make the younger generation committing the vandalism to think twice about their actions.
- Any and all existing metal boxes that house electrical equipment and grids, which would include transformer boxes and utility boxes within Bear Mountain Parks and Recreation District parks and properties.
- All exterior surface walls at Bear Mountain Parks and Recreation District public pools in Lamont and Arvin, California that include walls facing out wards towards streets, baseball diamonds and back side of each grandstand. The communities of Arvin and Lamont are different and each have their own unique histories so any project would reflect those unique traits in addition would include input from community.
- No wooden benches or their back support shall be painted pursuant to this Public Arts Policy. Should any wooden bench or portion thereof be painted, Bear Mountain Recreation and Parks District Maintenance will replace the painted portion.

ARTIST'S RESPONSIBILITIES:

- Any and all artist who come forward after ratification of Public Arts Policy for Bear Mountain Parks and Recreation District and are not on original roster of designated artists with The Arts Council of Kern County will be charged a \$20.00 fee per day. That is to say if an artist wishes to come to a BMPRD park and wants to paint they would be charged \$20.00 non-refundable fee for each day they work on a project, which would include all surfaces previously stated.
- This \$20.00 fee would go towards general services to generate revenue for other projects under Bear Mountain Parks and Recreation District
- All artists must obtain approval of a proposed sketch before image is approved. A committee will be formed from within the board to oversee images. The rules are fairly simple and adhere to the fundamental idea of "Urban Culturalism:"
 - ○ Bright colors
 - ○ Geometric shapes
 - A Positive Message and or historical connection to area.

So long as images fall under these parameters we should have no problem.

- All artists who are participating in creation of murals may use artist name within a mural but cannot be the main focus and must use it to say something to the kids of the community. A simple example can be “SWEAR says Stay in school!” All artist who wish to use their artist name must also make it legible so simple that even a Kindergartner can make out what it says, (it cannot look like tagging).
- All artists will have images up for at least one month depending on community response. If a mural is designated by the community as a favorite image may stay on longer, this will be a case by case scenario.

VANDALISM

- All artists are responsible for the maintaining of his or her mural and will have up to seven days to fix any vandalism or touch image up if it gets tagged on with no additional fees. In addition we would provide a one day permit amnesty for a future project. If artist cannot come within those seven days another artist will be brought in to recreate image. If this cannot be done than we would just repaint area and get it ready for next artist or go with our adopted color scheme.



BEAR MOUNTAIN RECREATION AND PARKS DISTRICT SEEKS ARTISTS' CONTRIBUTIONS UNDER ITS NEWLY ENACTED PUBLIC ARTS POLICY

FOR IMMEDIATE RELEASE: 01/09/2017

Lamont, CA: Today, Bear Mountain Recreation and Parks District announced that it has begun implementation of a Public Arts Policy. After unanimously passing the Policy on **November 2, 2016**, Bear Mountain Recreation and Parks District is pleased to announce it will be accepting applications from the public for participation in the program and providing space for the public to create art on District property.

In implementing this Policy, the District's Board of Directors stated, "We, as the Bear Mountain Recreation and Parks District, would like declare our public parks as designated public arts areas that encourage the involvement of youth in the creation of public murals within our parks that have an important historical connection to the surrounding communities of Arvin, Weedpatch and Lamont."

The District's Board of Directors believes locally created art, when placed within the District's properties, will act as vital component to the enjoyment of the parks and will advance the park user's experience by creating an atmosphere of inclusion, while also detouring graffiti.

For more information about the Policy or to apply for a permit to create art within the District's properties, please visit the District's office at 10300 San Diego Street, Lamont, CA 93241 or contact the District's Manager at (661) 845-0757.



ORIGINAL ART MURAL PERMIT APPLICATION

Applicant: Complete all sections below that apply to the proposal. Please print legibly.

Mural Installation Location _____

Mural _____ Artist _____ Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Day Phone: _____ Fax: _____ Email: _____

Type of Mural (check all that apply):

- Mural painted on exterior structure Mural consisting of other material affixed to structure

Type _____ of _____ Structure: _____

Proposed Mural Dimensions:

width	height	total area
ft.	ft.	ft.

Responsibility Statement

The artist must agree to comply with each of the following terms as consideration for issuance of an Original Art Mural permit. The application will not be accepted unless the artist agrees to these terms by initialing each of them.

- _____ I certify that no compensation will be given or received for the display of the mural or the right to place the mural on this site.
- _____ The proposed mural is a hand-produced work of visual art as defined in the Bear Mountain Recreation and Parks District Public Arts Policy.
- _____ The proposed mural will remain in place, without alterations other than necessary maintenance and repair, until the Bear Mountain Recreation and Parks District approves another mural to replace it.
- _____ A public meeting on the proposed mural will be held, with notice of the meeting provided pursuant to the *California Government Code*, and posted at the site of the proposed mural. I understand that a permit for an Original Art Mural will not be issued unless and until the Bear Mountain Recreation Board of Directors approves such issuance.

With my signature below, I attest that each of the above initialed items is true, and I agree to each of these terms. I understand that I am contractually bound by these terms for the life of the mural. Violations of

any of the above initialed terms, or policies included in Bear Mountain Recreation and Parks District's Public Art Policy, will be enforced by the District.

Artist Name (printed) _____

Artist Signature _____ Date _____

ORIGINAL ART MURAL APPLICATION SUBMITTAL REQUIREMENTS

All mural applications must be accompanied with the following information:

- Completed "Original Art Mural" permit application form, including signature of artist;
- Three full-sized copies of a site plan drawn to scale, and one 8.5 x 11 inch reduction suitable for photocopying, that identifies:
 - Structure's location façade on which the mural will be located;
 - names of streets that abut the site;
 - north arrow;
 - location and dimensions of existing and proposed murals;
- Details about how the mural is affixed to the structure's façade;
- Written description of material(s) used for the mural;
- Cash, check, credit card or money order for required fee.