### **REGULAR BOARD MEETING AGENDA**

Wednesday, October 9, 2024, 11:30AM RCD Office, 11769 Waterhill Road, Lakeside CA 92040 Link for remote participants: <u>https://us02web.zoom.us/j/81397447518</u> meeting ID: 813 9744 7518

Land Acknowledgement Statement: Since time immemorial, the San Diego County region has been the home of the Kumeyaay, Luiseño, Cahuilla, and Cupeño Native people. We acknowledge that people have come before us and lived with care and respect on these lands. We recognize that we are now on the lands of these indigenous people who are still here and will always be. We honor the Indigenous people living today as well as their ancestors, and we deeply respect their resilience and connection to the land.

### 1. CALL TO ORDER, INTRODUCTION

### 2. ADDITIONS/CHANGES TO THE AGENDA (GOV. CODE 54954.2 (B))

### 3. PUBLIC COMMENT

Public may comment on agenda items when they are discussed. Speakers are asked to limit comments to three minutes. (Gov. Code 54954.3(a)).

### 4. CONSENT CALENDAR

- **4-1** Approval of Special Meeting Minutes of September 23, 2024
- **4-2** Note and file monthly Treasurer's Reports for August 2024
- **4-3** Approve monthly expenses for September 2024
- 5. STAFF PRESENTATION: Codi Hale and Daniela Mejia to present on the Fall Harvest Festival and other achievements under our Community Food Grant from the San Diego Foundation

### 6. BOARD ACTION AND DISCUSSION ITEMS

- 6-1 Discuss/Approve: Staff Handbook
- 6-2 Discuss/Approve: CFSC agreement
- **6-3** Information item: Dec meeting date and CARCD
- 6-4 Information item: Update from Lani Lutar, Public Affairs Consultant

### 7. STAFF AND OTHER REPORTS

- 7-1 Executive Director's Staff Report (attached)
- 7-2 Grant Status Spreadsheets (attached)

# 8. OTHER AGENCY, DIRECTOR, ASSOC DIRECTOR, COMMITTEE, AND ASSOCIATION REPORTS

- 8-1 CARCD Report
- 8-2 Director/Assoc. Director and Other Activity or Committee Reports
- 8-3 NRCS Report

### 9. CLOSED SESSION

**9-1** PUBLIC EMPLOYEE EVALUATION – Government Code Section 54957 Title: Executive Director Evaluation The above matters described on the agenda may be held in closed session in a conference with counsel under the provisions of Government Code Section stated above. If closed sessions are held, a report of actions subject to disclosure will be made by the District's Counsel upon return to open session respectively.

### **10. AGENDA SETTING**

### 11. ADJOURNMENT

**Public Notice:** In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the RCD at (619) 562-0096. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

UPCOMING EVENTS		
Fall Harvest Festival	October 19, 2024	WWF and TRV Community Garden
RCD Board Meeting	November 13, 2024	TBD
FSC Executive & General Board Meetings	November 14, 2024	TBD
Wild Willow Farm Volunteering	$2^{nd}$ Saturday of the month, $9:30 - 12:00$	Wild Willow Farm

### **RCD Board of Directors – September 2024**

### Don Butz, President

Marilyn Huntamer, Vice President Maggie Sleeper, Director Diane Moss, Director Neil Meyer, Director Odette Gonzalez, Treasurer Michael McGrath, Director

Associate Directors

D.K. Nasland, Jo MacKenzie, Lance Rogers

RCD STAFF – September 2024		
Ann Baldridge, Executive Director	Chris Kelley, Financial Director	
Heather Marlow, Director of Forestry & Fire Prevention	Joel Kramer, Director of Agricultural Programs	
Morgan Dioli, Forestry & Fire Prevention Program Manager	Stan Hill, Forestry & Fire Prevention Projects Manager	
Carolina Guia, Wildfire Resilience Project Coordinator	Gregg Cady, Farm Conservation Advisor	
Rachel Petitt, SoCal Soil & Water Hub Coordinator (shared position)	Codi Hale, Community Programs Manager	
Andy Williamson, Irrigation Technician	Elizabeth Garcia, Ag Programs Coordinator	
Daniela Mejia, Community Garden Coordinator	Elizabeth Valdez, Technical Assistant II	
Areli Perez, Education Manager	Paul Maschka, Regenerative Farming Educator	
Erik Rodriguez, Farm Operations Manager	Joannaluz "Joanna" Parra, Farmer	
Kacie Wright, Education Coordinator	John Hendra, Staff Accountant	
Alaina Makowski, Forestry Technical Advisor	Joanne Sauerman, Office Coordinator	
Brian Gallagher, GrizzlyCorps Fellow	Kirthana Pisipati, Grizzly Corps Fellow	

### **RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY** 11769 Waterhill Road • Lakeside, CA 92040 Phone: 619-562-0096 • Fax: 619-562-4799 www.rcdsandiego.org • www.firesafesdcounty.org

### **REGULAR MEETING MINUTES OF THE RCD BOARD OF DIRECTORS**

Wednesday, September 11, 2024, 11:30AM RCD Office, 11769 Waterhill Road, Lakeside CA 92040 Link for remote participants: https://us02web.zoom.us/j/81397447518 meeting ID: 813 9744 7518

### DIDECTODS DDESENT.

DIRECTORS PRESENT:	Don Butz, Marilyn Huntamer, Neil Meyer, Diane Moss, Maggie Sleeper, Mike
	McGrath
DIRECTORS ABSENT:	Odette Gonzalez
VACANCIES:	None
ASSOC. DIRECTORS PRESENT:	None
ASSOC. DIRECTORS ABSENT:	DK Nasland, Lance Rogers, JO Mackenzie
OTHERS PRESENT:	Joel Kramer, Joanne Sauerman, Corey Lacy Asst Council, Britta Welsh (NRCS)

Land Acknowledgement Statement: Since time immemorial, the San Diego County region has been the home of the Kumeyaay, Luiseño, Cahuilla, and Cupeño Native people. We acknowledge that people have come before us and lived with care and respect on these lands. We recognize that we are now on the lands of these indigenous people who are still here and will always be. We honor the Indigenous people living today as well as their ancestors, and we deeply respect their resilience and connection to the land.

#### 1. **CALL TO ORDER, INTRODUCTION**

The Board meeting was called to order at 11:33am

#### 2. ADDITIONS/CHANGES TO THE AGENDA (GOV. CODE 54954.2 (B)

No additions or changes to Agenda. Motion/second (Meyer/Huntamer) approved current agenda: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss Absent Gonzalez

#### PUBLIC COMMENT 3.

The public may comment on agenda items when they are discussed. Speakers are asked to limit comments to three minutes. (Gov. Code 54954.3(a)). There were no requests to speak from members of the public.

#### 4. CONSENT CALENDAR

- Approval of Regular Meeting Minutes of August 8, 2024 4-1
- 4-2 Note and file monthly Treasurer's Reports for July 2024
- 4-3 Approve monthly expenses for August 2024

Motion/second (Huntamer/Meyer) approved current agenda: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss Absent Gonzalez

\*\*\* Director McGrath entered at 11:47am

#### **BOARD ACTION AND DISCUSSION ITEMS** 5.

5-1 Discuss/Approve: Proposal from Responsible Solutions, LLC

Motion/second (Huntamer/Meyer) approved unanimously with direction to provide Report of Plan to the Board by December 31, 2024 for review and discuss at next Board Meeting: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss; Absent: Gonzalez

Discuss/Approve: TEAM RCD MOU Motion/second (Meyer/Moss) Approved MOU between 5-2

TEAM RCD and RCDGSDC: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss; Absent: Gonzalez

5-3 Discuss/Approve: Resolution 2024-14 Biennial Review of Conflict-of-Interest Code Revised Conflict of Interest Code approved unanimously: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss; Absent: Gonzalez

**5-4** Discuss/Approve: Resolution 2024-15 CAL FIRE Southern California Regional Pilot grant Motion/second (Huntamer/Meyer) approved unanimously CAL FIRE Regional Pilot Grant: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss; Absent: Gonzalez

**5-5** Discuss/Approve: Proposed Legislation to Compensate RCD Board Members

Motion/second (McGrath/Sleeper) approved unanimously: Butz, Huntamer, Meyer, McGrath, Sleeper, Moss; Absent: Gonzalez

### 6. STAFF AND OTHER REPORTS

- **6-1** Executive Director's Staff Report (attached) Marilyn Huntamer asked about the donated truck.
- 6-2 Grant Status Spreadsheets (attached)

### 7. STAFF AND OTHER REPORTS

- 7-1 CARCD Report -Annual Conference coming up in Sacramento. December 10, 2024
- 7-2 Director/Assoc. Director and Other Activity or Committee Reports
- **7-3** NRCS Report Bitta Welsh New Soil Conservationist SD Native. Has Soil Science Masters. Office working to get FY2024 obligations completed. EWPP Assistance has moved to Damaged Survey Report request if the sponsor confirms they are interested in proceeding.

### 8. CLOSED SESSION

**8-1** PUBLIC EMPLOYEE EVALUATION – Government Code Section 54957 Title: Executive Director Evaluation Closed session gave direction to staff.

The above matters described on the agenda may be held in closed session in a conference with counsel under the provisions of Government Code Section stated above. If closed sessions are held, a report of actions subject to disclosure will be made by the District's Counsel upon return to open session respectively.

### 9. AGENDA SETTING

### **10. ADJOURNMENT**

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### Meeting adjourned at 12:37 PM

Respectfully submitted,

Manne & Saneme

Joanne Sauerman, Board Clerk

### RCD of Greater San Diego County Profit Loss Budget vs. Actual August 2024

	Aug 2024	Budget	\$ Over Budget	% of Budget
ary Income/Expense				
ome 40000 Crant Income Bestricted				
40000 · Grant Income Restricted 40041 · CDFA SWEEP TA 23-0684-000	3,947.58	36,383.00	-32,435.42	10.85%
40042 · CDFA CUSP Economic Relief	9,729.44	96,410.00	-86,680.56	10.09%
40043 · CDFA WETA	14,918.30	198,600.00	-183,681.70	7.51%
40044 · CDFA Planning Grant CAPGP-23-07	6,709.84	159,282.00	-152,572.16	4.21%
40045 · CDFA Climate Smart Ag TA	654.94	1,149.00	-494.06	57.0%
40046 · CDFA Farm to School Incubator	11,207.45	84,966.00	-73,758.55	13.19%
40047 · USFS 2024 Girl Scouts Camp Winaka	0.00	96,000.00	-96,000.00	0.0%
40048 · USFS 2024 Palomar DSAP Hazard	0.00	96,000.00	-96,000.00	0.0%
40050 · CARCD WCB	6,279.26	98,366.00	-92,086.74	6.38%
40052 · County of San Diego Regional Cohesive	0.00	176,977.73	-176,977.73	0.0%
40053 · DOC RFFC Round IIA	70,993.18	2,509,260.00	-2,438,266.82	2.83%
40054 · CARCD NRCS Equity Block	0.00	44,990.00	-44,990.00	0.0%
40055 · CARCD NRCS Equity	0.00	0.00	0.00	0.0%
40056 · CDFA PHP	1,333.29	147,417.00	-146,083.71	0.9%
40057 · Audubon Ranching	1,001.67	6,459.00	-5,457.33	15.51%
40058 · CARCD Carbon Hub Coordinator	23,088.30	120,776.00	-97,687.70	19.12%
40059 · DOC Climate Smart Land Management	8,828.43	533,015.00	-524,186.57	1.66%
40060 · NRCS IERCD	0.00	0.00	0.00	0.0%
40061 · CARCD NRCS Forestry TA	14,810.40	120,612.00	-105,801.60	12.289
40064 · NRCS Scaling Up Climate Resilience	8,929.55	94,203.00	-85,273.45	9.48%
40066 · SGC Community Resilient Planning	0.00	33,333.00	-33,333.00	0.0%
40085 · Parks NACC	0.00	33,653.00	-33,653.00	0.0%
40095 · ZFP Zero Food Print Healthy Soils Block	5,456.48	14,432.00	-8,975.52	37.819
40116 · WCB Wildlife Conservation Board Otay Planning	5,683.57	138,557.00	-132,873.43	4.19
40120 · Port	4,724.69	16,000.00	-11,275.31	29.539
40122 · CalFire Forest Health Grant	2,128.73	519,623.00	-517,494.27	0.419
40123 · CalFire CARCD Increasing Pace & Scale	22,010.57	174,087.00	-152,076.43	12.64%
40124 · CalFire Forest Health Grant Round II	0.00	2,000,000.00	-2,000,000.00	0.0%
40130 · NACD Urban Ag TA	2,090.23	40,400.00	-38,309.77	5.17%
40140 · SDG&E Pollinators	0.00	0.00	0.00	0.0%
40145 · SDG&E DSAP	0.00	0.00	0.00	0.0%
40146 · SDG&E Fuels MOU	383,498.66	1,983,779.00	-1,600,280.34	19.33%
40192 · CSA Community Supported Ag 40193 · UP Listos Subaward	1,619.93 0.00	11,065.00 75,000.00	-9,445.07 -75,000.00	14.64% 0.0%
40195 · OP Listos Subaward 40198 · SD Foundation Community Food Grant	21,823.53	44,414.00	-22,590.47	49.149
42005 · BLM Hermes Butterfly/Zoo (account reserved)	825.27	213,247.00	-212,421.73	0.39%
42007 · USFWS Pollinators on Working Lands	763.20	3,150.00	-2,386.80	24.239
42020 · CAFSC DSAP	27,954.53	332,809.00	-304,854.47	8.49
42021 · Wildfire Resilience Education	0.00	100,000.00	-100,000.00	0.09
42022 · CalFire County Coordinator	31,733.35	56,861.00	-25,127.65	55.819
otal 40000 · Grant Income Restricted	692,744.37	10,411,275.73	-9,718,531.36	6.65%
15000 · Income Unrestricted WWF & Gardens	002,7 1107	10) 111)27 017 0	5), 10,001,00	0.007
45001 · Wild Willow Classes & Workshops	2,260.00	50,000.00	-47,740.00	4.52%
45002 · Wild Willow Field Trips & Tours	6,170.00	25,000.00	-18,830.00	24.689
45004 · Wild Willow Wholesale Food Sales	1,912.90	20,000.00	-18,087.10	9.57%
45005 · Wild Willow Farm Stand Sales	, 183.00	5,000.00	-4,817.00	3.66%
45006 · Wild Willow Venue Rental	0.00	4,500.00	-4,500.00	0.0%
45007 · Wild Willow Donations	300.00	10,000.00	-9,700.00	3.0%
45190 · TRV Community Garden	10,149.80	82,000.00	-71,850.20	12.38%
45191 · Sweetwater Community Garden	12,887.96	69,935.00	-57,047.04	18.439
	33,863.66	266,435.00	-232,571.34	12.719
5000 · Income - Unrestricted				
45010 · Rent - San Diego River Conserva	6,074.00	35,150.00	-29,076.00	17.289
45020 · Donations, Awards & Scholarship	275.82	12,000.00	-11,724.18	2.39
	647.73	500.00	147.73	129.559
45030 · Rebates and Refunds	13,349.23	89,000.00	-75,650.77	15.09
45030 · Repates and Retunds 45040 · CLASS & LAIF Interest Income	10)0 10120	100.00	-33.51	66.499
	66.49	100.00	00101	
45040 · CLASS & LAIF Interest Income		457,000.00	-380,830.00	
45040 · CLASS & LAIF Interest Income 45080 · US Bank Interest	66.49			16.67%
45040 · CLASS & LAIF Interest Income 45080 · US Bank Interest 45090 · Tax Assessments	66.49 76,170.00	457,000.00	-380,830.00	16.67% 0.0%
45040 · CLASS & LAIF Interest Income 45080 · US Bank Interest 45090 · Tax Assessments 45095 · Redevelopment Revenue City Tax	66.49 76,170.00 0.00	457,000.00 13,000.00	-380,830.00 -13,000.00	16.67% 0.0% 0.0% 44.32%

### RCD of Greater San Diego County Profit Loss Budget vs. Actual August 2024

45000 · Income - Unrestricted - Other	0.00	0.00	0.00	0.0%
Total 45000 · Income - Unrestricted	194,326.23	891,750.00	-697,423.77	21.79%
Total Income	920,934.26	11,569,460.73	-10,648,526.47	7.96%
Expense				
50000 · Grant Expenses Restricted 50041 · CDFA SWEEP TA 23-0684-000	2 206 27	20 212 00	27.015.62	10.000/
50041 · CDFA SWEEP TA 23-0684-000 50042 · CDFA CUSP Economic Relieft	3,296.37 7,510.31	30,312.00 81,746.00	-27,015.63 -74,235.69	10.88% 9.19%
50042 · CDFA COSF ECONOMIC Relieft	11,768.52	165,414.00	-153,645.48	7.12%
50044 · CDFA Planning Grant CAPGP-23-07	5,591.53	166,028.00	-160,436.47	3.37%
50045 · CDFA Climate Smart Ag TA	344.65	867.00	-522.35	39.75%
50046 · CDFA Farm to School Incubator	9,320.12	70,805.00	-61,484.88	13.16%
50047 · USFS 2024 Girl Scouts Camp Winaka	0.00	86,000.00	-86,000.00	0.0%
50048 · USFS 2024 Palomar DSAP Hazard	0.00	86,000.00	-86,000.00	0.0%
50050 · CARCD WCB	5,232.73	89,130.00	-83,897.27	5.87%
50052 · County of SD Regional Cohesive	0.00	158,015.84	-158,015.84	0.0%
50053 · DOC RFFC Round IIA	62,636.09	2,220,657.00	-2,158,020.91	2.82%
50054 · CARCD NRCS Equity Block	0.00	37,492.00	-37,492.00	0.0%
50055 · CARCD NRCS Equity	0.00	0.00	0.00	0.0%
50056 · CDFA PHP	1,066.64	142,688.00	-141,621.36	0.75%
50057 · Audubon Ranching	894.34	5,767.00	-4,872.66	15.51%
50058 · Carbon Hub Coordinator	21,082.32	109,719.00	-88,636.68	19.22%
50059 · DOC Climate Smart Land Management	7,861.76	486,861.00	-478,999.24	1.62%
50060 · NRCS IERCD	0.00	0.00	0.00	0.0%
50061 · CARCD NRCS Forester TA	13,464.00	109,647.00	-96,183.00	12.28%
50064 · NRCS Scaling Up Climate Resilience	8,078.57	85,639.00	-77,560.43	9.43%
50066 · SGC Community Resilient Planning 50085 · Parks NACC	0.00 0.00	29,762.00	-29,762.00	0.0% 0.0%
50085 · Parks NACC 50095 · ZFP Zero Food Print Healthy Soils Block	4,871.85	32,887.00 12,886.00	-32,887.00 -8,014.15	37.81%
50116 · WCB Wildlife Conservation Board	5,074.62	111,640.00	-106,565.38	4.55%
50120 · Port	4,281.65	14,546.00	-10,264.35	29.44%
50122 · CalFire Forest Health	1,900.64	487,349.00	-485,448.36	0.39%
50123 · CalFire CARCD Increasing Pace & Scale	18,342.14	135,049.00	-116,706.86	13.58%
50124 · CalFire Forest Health Round II	0.00	1,785,714.00	-1,785,714.00	0.0%
50130 · NACD Urban Agriculture Conservation	1,867.20	36,089.00	-34,221.80	5.17%
50140 · SDG&E Pollinators	0.00	0.00	0.00	0.0%
50145 · SDG&E DSAP	0.00	0.00	0.00	0.0%
50146 · SDG&E Fuels MOU	319,636.49	1,653,149.00	-1,333,512.51	19.34%
50192 · CSA Community Supported Ag	1,349.94	9,221.00	-7,871.06	14.64%
50193 · UP Listos Subcontract	0.00	66,960.00	-66,960.00	0.0%
50198 · SD Foundation Community Food Grant	18,976.99	38,622.00	-19,645.01	49.14%
52005 · BLM Hermes Butterfly/Zoo (account reserved)	736.84	202,506.00	-201,769.16	0.36%
52007 · USFWS Pollinators on Working Lands	636.00	2,759.00	-2,123.00	23.05%
52020 · CAFSC DSAP	24,959.40	297,152.00	-272,192.60	8.4%
52021 · Wildfire Resilience Education 52022 · CalFire County Coordinator	0.00 28,333.35	95,134.00 50,769.00	-95,134.00 -22,435.65	0.0% 55.81%
Total 50000 · Grant Expenses Restricted	20,333.33	50,709.00	-22,433.03	33.61/0
53000 · Expenses Unrestricted	589,115.06	9,194,981.84	-8,605,866.78	6.41%
53005 · Advertising	158.69	1,500.00	-1,341.31	10.58%
53035 · Processing Fees	1,050.79	5,000.00	-3,949.21	21.02%
53040 · Bank Fees	490.10	15,000.00	-14,509.90	3.27%
53050 · Depreciation	4,606.76	27,640.00	-23,033.24	16.67%
53060 · Donations, Awards & Scholarship	0.00	15,000.00	-15,000.00	0.0%
53070 · Dues & Memberships	7,800.00	10,000.00	-2,200.00	78.0%
53075 · Subscriptions	797.36	2,500.00	-1,702.64	31.89%
53080 · Equipment Leases	548.38	3,500.00	-2,951.62	15.67%
53100 · Automobile				
53110 · Fuel	-1,842.62	2,000.00	-3,842.62	-92.13%
53120 · Repairs & Maintenance	254.00	5,000.00	-4,746.00	5.08%
Total 53100 · Automobile	-1,588.62	7,000.00	-8,588.62	-22.7%
53200 · Unrestricted Expenses WWF & Gardens				
53201 · Wild Willow Farm Rent	3,288.80	20,000.00	-16,711.20	16.44%
53202 · Wild Willow Farm Payroll	39,003.41	180,000.00	-140,996.59	21.67%
53203 · Wild Willow Farm Office Supplies	98.37	600.00	-501.63	16.4%
53204 · Wild Willow Farm Utilities 53205 · Wild Willow Farm Telephone	4,735.92 354.76	15,000.00 2,300.00	-10,264.08 -1,945.24	31.57% 15.42%
53205 · Wild Willow Farm Telephone	140.00	3,000.00	-1,945.24 -2,860.00	4.67%
53207 · Wild Willow Farm Propane & Fuel	49.58	1,800.00	-1,750.42	2.75%
53208 · Wild Willow Farm Processing Fees	107.60	2,000.00	-1,892.40	5.38%
	107.00	2,000.00	1,002.10	5.5670

### RCD of Greater San Diego County Profit Loss Budget vs. Actual August 2024

53208 · Wild Willow Farm Seeds, Soil & Compost	302.39	3,000.00	-2,697.61	10.08%
53210 · Wild Willow Farm Harvest Supplies	0.00	400.00	-400.00	0.0%
53211 · Wild Willow Farm Irrigation & Fencing	0.00	250.00	-250.00	0.0%
53212 · Wild Willow Farm Teaching & Class Supplies	545.00	7,500.00	-6,955.00	7.27%
53213 · Wild Willow Farm Animal Feed & Care	781.33	3,500.00	-2,718.67	22.32%
53214 · Wild Willow Farm Tools & Equipment	1,112.81	6,000.00	-4,887.19	18.55%
53215 · Wild Willow Farm Other Misc Expense	331.89	1,250.00	-918.11	26.55%
53216 · Wild Willow Farm Pest Control	0.00	150.00	-150.00	0.0%
53290 · TRV Garden	16,261.82	73,213.00	-56,951.18	22.21%
53291 · Sweetwater Garden	6,013.06	62,442.00	-56,428.94	9.63%
	73,126.74	382,405.00	-309,278.26	19.12%
53900 · Insurance				
53910 · Auto & General Liability	12,046.26	72,377.00	-60,330.74	16.64%
53920 · In Leiu of Health Insurance	43,720.74	231,916.00	-188,195.26	18.85%
53930 · Workers Compensation	3,237.32	19,857.00	-16,619.68	16.3%
Total 53900 · Insurance	59,004.32	324,150.00	-265,145.68	18.2%
54000 · Outside Services				
54010 · Facility Maintenance & Repairs	21,141.00	25,000.00	-3,859.00	84.56%
54020 · Janitorial	1,119.30	7,500.00	-6,380.70	14.92%
54030 · Landscaping	2,050.00	15,000.00	-12,950.00	13.67%
54040 · Payroll Processing Fees	745.82	3,500.00	-2,754.18	21.31%
54050 · Pest Control	955.00	20.00	935.00	4,775.0%
54060 · Website & Computer Maintenance	25,997.61	40,000.00	-14,002.39	64.99%
Total 54000 · Outside Services	52,008.73	91,020.00	-39,011.27	57.14%
54070 · Permits & Fees	0.00	400.00	-400.00	0.0%
54080 · Postage	42.15	700.00	-657.85	6.02%
54090 · Printing	-119.73	1,000.00	-1,119.73	-11.97%
55000 · Professional Services				
55010 · Accounting Fees	7,000.00	20,000.00	-13,000.00	35.0%
55020 · Legal Fees	9,830.00	35,500.00	-25,670.00	27.69%
55030 · Professional Services - Other	2,413.29	15,500.00	-13,086.71	15.57%
Total 55000 · Professional Services	19,243.29	71,000.00	-51,756.71	27.1%
57000 · Supplies				
57100 · Conservation Garden & Education	0.00	6,000.00	-6,000.00	0.0%
57150 · Discretionary Projects	3,262.79	50,000.00	-46,737.21	6.53%
57200 · Office Supplies	747.80	10,000.00	-9,252.20	7.48%
57250 · Team Building & Incentives	282.94	1,500.00	-1,217.06	18.86%
57255 · Staff Uniforms & Merchandise	729.35	3,500.00	-2,770.65	20.84%
57300 · Office General	95.82	7,500.00	-7,404.18	1.28%
Total 57000 · Supplies	5,118.70	78,500.00	-73,381.30	6.52%
59000 · Utilities				
59100 · Gas & Electric	2,660.27	18,500.00	-15,839.73	14.38%
59200 · Sewer	633.41	2,500.00	-1,866.59	25.34%
59300 · Trash	1,216.95	6,500.00	-5,283.05	18.72%
59400 · Water	267.25	3,000.00	-2,732.75	8.91%
59500 · Telephones	3,707.12	25,000.00	-21,292.88	14.83%
Total 59000 · Utilities	8,485.00	55,500.00	-47,015.00	15.29%
65000 · Travel and Meetings				
65310 · Training	660.00	8,000.00	-7,340.00	8.25%
65320 · Travel Transportation Flights & Mileage	5,354.46	12,500.00	-7,145.54	42.84%
65325 · Hotel Lodging	0.00	10,000.00	-10,000.00	0.0%
65330 · Travel Meals	80.18	5,000.00	-4,919.82	1.6%
Total 65000 · Travel and Meetings	6,094.64	35,500.00	-29,405.36	17.17%
66000 · Payroll Expenses				
66100 · Gross Payroll	101,242.06	434,000.00	-332,757.94	23.33%
66200 · In Leiu of Social Security 10.5%	40,580.36	45,570.00	-4,989.64	89.05%
66300 · Medicare 1.45%	1,590.85	6,293.00	-4,702.15	25.28%
66400 · FUTA, SDI, ETT, SUI	0.00	12,500.00	-12,500.00	0.0%
Total 66000 · Payroll Expenses	143,413.27	498,363.00	-354,949.73	28.78%
Total Expenses Unrestricted	380,280.57	1,625,678.00	-1,245,397.43	23.4%
Total Expense	969,395.63	10,820,659.84	-9,851,264.21	8.96%
Net Ordinary Income	-48,461.37	748,800.89	-797,262.26	-6.47%
Net Income	-48,461.37	748,800.89	-797,262.26	-6.47%

### RCD of Greater San Diego County Balance Sheet As of August 31, 2024

	8/31/2024
ASSETS	
Current Assets	
Checking/Savings	212 677 04
10000 · US Bank Checking	313,677.94
10020 · Petty Cash 10030 · LAIF	400.00 12,984.03
10040 · CLASS	1,858,399.21
Total Checking/Savings	2,185,461.18
Total Checking/Javings	2,105,401.10
Accounts Receivable	
12000 · Accounts Receivable	
12001 · RCD Foundation	0.00
12002 · DOC SALC	0.00
12003 · USFWS	0.00
12004 · NRCS IERCD	0.00
12006 · NRCS Scaling Up Climate Resilient	34,086.01
12007 · NACD Urban Ag TA	0.00
12009 · CDFA Farm to School Incubator	7,964.22
12010 · CDFA CUSP Economic Relief Grant	0.00
12011 · CARCD	71,061.12
12012 · CalFire County Coordinator	34,525.00
12013 · CDFA SWEEP TA	0.00
12014 · CDFA Climate Smart Ag TA 12015 · CDFA WETA 21-0881-000-SG	0.00 0.00
12015 · CDFA WETA 21-0881-000-5G 12016 · CDFA CAPGP Planning	0.00
12010 · CDFA CAFGF Flamming 12019 · DOC RFFC Round IIA	473,916.27
12010 · Fire Safe Council of San Diego	-142.93
12020 · Mic Suite Council of Suit Diego	0.00
12022 · CalFire Forest Health Grant	0.00
12023 · Wild Willow Field Trips and Tours	4,765.00
12024 · Wild Willow Classes and Workshops	-1,795.00
12025 · Wild Willow AG & CSA Sales	285.75
12026 · Miscellaneous Receivables	9,929.24
12028 · CalFire CARCD Increasing Pace & Scale	104,675.47
12029 · Audubon Ranching	0.00
12030 · Port District	0.00
12031 · WCB Wildlife Conservation Board	70,134.59
12032 · Parks NACC	80,413.86
12035 · ZFP Healthy Soils Program	5,845.07
12038 · CAFSC DSAP	125,000.00
12040 · SoCal Region of Baja RCDs	7.45
12041 · DOC Climate Smart Land Management	5,242.66
12046 · CDFA PHP	1,821.26
12050 · BLM Hemes Copper Butterfly	1,696.48
12060 · Tijuana River Valley Community 12090 · Sweetwater Community Garden	10,261.65 13,999.64
Total 12000 · Accounts Receivable	1,053,692.81
Total Accounts Receivable	1,053,692.81
Other Current Assets	1,055,092.81
12005 · Undeposited Funds	1,111.39
12500 · Lease Recievable	171,468.00
12600 · Property Tax Receivable	2,791.07
13000 · Prepaid Expenses	76,570.01
Total Other Current Assets	251,940.47
Total Current Assets	3,491,094.46
Fixed Assets	, ,
14000 · Accumulated Depreciation	
14020 · Building	505,000.00
14040 · Building Improvements	572,981.67
14060 · Furniture & Equipment	53,049.42

### RCD of Greater San Diego County Balance Sheet As of August 31, 2024

	8/31/2024
14080 · Land	110,000.00
14090 · Vehicles	76,537.22
14000 · Accumulated Depreciation - Other	-550,633.88
Total 14000 · Accumulated Depreciation	766,934.43
Total Fixed Assets	766,934.43
TOTAL ASSETS	4,258,028.89
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	132,294.52
Total Accounts Payable	132,294.52
Other Current Liabilities	
21000 · Deferred Compensation	0.00
21010 · Refundable Deposits on Garden Plots	34,798.67
21020 · Deferred Revenue	288,423.30
21045 · Accounts Payable Accrual	0.00
21060 · Vacation Accrual	62,174.40
25000 · DIR Leases	160,205.00
Total Other Current Liabilities	545,601.37
Total Current Liabilities	677,895.89
Total Liabilities	677,895.89
Equity	
30000 · Administration Operations Reserve	1,300,000.00
30020 · Capital Improvements Facility Reserve 30030 · Economic Stability Reserve	100,000.00 86,345.05
30040 · Technology Reserve	20,000.00
30080 · Discretionary Project Reserve	50,000.00
30091 · Fleet Reserve	50,000.00
30092 · General Fund Balance	203,503.09
30093 · Investment in Fixed Assets	865,461.00
32000 · Retained Earnings	, 892,298.17
32020 · Unrestricted Net Assets	60,987.56
Net Income	-41,244.82
Total Equity	3,587,350.05
TOTAL LIABILITIES & EQUITY	4,265,245.94

August 31, 2024	Aug'24
Ordinary Income/Expense	Aug 24
Income	
40000 · Grant Income Restricted	
40041 · CDFA SWEEP TA 23-0684-000	1,535.73
40042 · CDFA CUSP Economic Relief Grant	4,160.48
40043 · CDFA WETA	7,092.94
40044 · CDFA Planning Grant CAPGP	926.97
40045 · CDFA Climate Smart Ag TA	250.21
40046 · CDFA Farm to School Incubator	4,432.36
40050 · CARCD WCB	3,534.31
40053 · DOC RFFC Round IIA	9,816.67
40055 · CARCD NRCS Equity Grant	0.00
40056 · CDFA PHP	635.90
40057 · Audubon Ranching	312.45
40058 · CARCD Carbon Hub Coordinator	9,908.40
40059 · DOC Climate Smart Land Management	4,238.90
40060 · NRCS IERCD	0.00
40061 · CARCD NRCS Forestry TA	6,283.20
40064 NRCS Scaling Up Climate Resilience	3,009.23
40085 · Parks NACC	0.00
40095 · ZFP Zero Food Print Healthy Soils Block	2,354.01
40116 · WCB Wildlife Conservation Board	3,491.04
40120 · Port	2,329.52
40122 · CalFire Forest Health Grant	2,128.01
40123 · CalFire CARCD Increasing Pace & Scale	7,732.15
40130 · NACD TA	425.16
40146 · SDG&E Fuels MOU	251,588.31
40192 · CSA Community Supported Ag	1,429.13
40198 · SD Foundation Community Food	10,445.68
42005 · BLM Hermes Copper Butterfly	500.96
42007 · USFWS Pollinators on Working Lands	381.60
42020 · CAFSC DSAP	13,493.48
42022 · CalFire County Coordinator	15,010.05
Total 40000 · Grant Income Restricted	367,446.85
45000 · Income Unrestricted WWF/Gardens	
45001 · Wild Willow Classes & Workshops	70.00
45002 · Wild Willow Field Trips & Tours	3,795.00
45003 · Wild Willow Food Sales CSA	0.00
45004 · Wild Willow Wholesale Food Sales	852.55
45005 · Wild Willow Farm Stand Sales	173.00
45006 · Wild Willow Venue Rental	0.00
45007 · Wild Willow Donation	0.00
45190 · TRV Community Garden	5,497.40

August 31, 2024	Aug'24
45191 · Sweetwater Community Garden	9,017.26
Total 45000 · Income Unrestricted WWF/Gardens 45000 · Income - Unrestricted	19,405.21
45010 · Rent	3,037.00
45020 · Donations	275.82
45030 · Rebates & Refunds	647.73
45040 · LAIF & CLASS Interest	6,936.32
45080 · US Bank Interest	36.83
45090 · Tax Assessments	38,085.00
45095 · Redevelopment Revenue	0.00
45100 · Misc Income	0.00
45200 · Fee for Service	0.00
45505 · Payroll & Benefits Offset	38,203.77
Total 45000 · Income - Unrestricted	87,222.47
Total Income	474,074.53
Expense	
50000 · Grant Expenses Restricted	
50041 · CDFA SWEEP TA 23-0684	1,280.13
50042 · CDFA CUSP Economic Relief Grant	3,221.86
50043 · CDFA WETA	5,247.38
50044 · CDFA Planning Grant CAPGP-23-07	772.47
50045 · CDFA Climate Smart Ag TA	7.37
50046 · CDFA Farm to School Incubator	3,674.21
50049 · CARCD Monarchs	0.00
50050 · CARCD WCB	2,945.27
50052 · DOC SALC	0.00
50053 · DOC RFFC Round IIA	8,500.58
50055 · CARCD NRCS Equity	0.00
50056 · CDFA PHP	508.73
50057 · Audubon Ranching	278.96
50058 · CARCD Carbon Hub Coordinator	9,100.59
50059 · DOC Climate Smart Land Management	3,763.96
50060 · NRCS IERCD	0.00
50061 · CARCD NRCS Forestry TA	5,712.00
50064 · NRCS Scaling Up Climate Resilience	2,696.47
50070 · Community Enhancement Grant CEG	0.00
50085 · Parks NACC	0.00
50095 · ZFP Zero Food Print Healthy Soils Block	2,101.79
50116 · WCB Wildlife Conservation Board	3,117.00
50120 · Port	2,104.22
50122 · CalFire Forest Health Grant	1,900.00
50123 · CalFire CARCD Increasing Pace & Scale	6,443.46
50130 · NACD Urban Ag TA	379.80

August 31, 2024	Aug'24
50146 · SDG&E Fuels MOU	209,711.19
50192 · CSA Community Supported Ag	1,190.94
50198 · SD Foundation Community Food	9,083.20
52005 · BLM Hermes Copper Butterfly	482.03
52007 · USFWS Pollinators on Working Lands	318.00
52020 · CAFSC DSAP	12,047.75
52022 · CalFire County Coordinator	13,401.83
Total 50000 · Grant Expenses Restricted	309,991.19
53000 · Expenses Unrestricted	
53005 · Advertising	158.69
53035 · Processing Fees	267.56
53040 · Bank Fees	-168.30
53050 · Depreciation	2,303.38
53060 · Donations, Awards & Scholarships	0.00
53070 · Dues & Memberships	0.00
53075 · Subscriptions	446.68
53080 · Equipment Leases	274.19
53100 · Automobile	
53110 · Fuel	-864.01
53120 · Repairs & Maintenance	125.00
Total 53100 · Automobile	-739.01
53200 · Unrestricted Expense WWF & Gardens	
53201 · Wild Willow Farm Rent	1,644.40
53202 · Wild Willow Farm Payroll	14,059.29
53203 · Wild Willow Farm Office Supplies	4.68
53204 · Wild Willow Farm Utilities	3,069.30
53205 · Wild Willow Farm Telephone	177.38
53206 · Wild Willow Farm Trash	35.00
53207 · Wild Willow Farm Propane & Fuel	49.58
53208 · Wild Willow Farm Processing Fees	107.60
53208 · Wild Willow Farm Seeds, Soil & Compost	0.00
53210 · Wild Willow Farm Harvest Supplies	0.00
53211 · Wild Willow Farm Irrigation & Fencing	0.00
53212 · Wild Willow Farm Teaching & Class Supplies	0.00
53213 · Wild Willow Farm Animal Feed & Care	232.92
53214 · Wild Willow Farm Tools & Equipment	262.89
53215 · Wild Willow Farm Other Misc Expense	331.89
53216 · Wild Willow Farm Pest Control	0.00
53290 · TRV Garden	8,281.39
53291 · Sweetwater Garden	2,400.95
E2000 Insurance	30,657.27
53900 · Insurance	E 072 12
53910 · Auto & General Liability 53920 · In Leiu of Health Insurance	6,023.13 18,046.78
	10,040.78

August 31, 2024	Aug'24
53930 · Workers Compensation	1,618.66
Total 53900 · Insurance	25,688.57
54000 · Outside Services	
54010 · Facility Maintenance & Repairs	21,141.00
54020 · Janitorial	559.65
54030 · Landscaping	1,025.00
54040 · Payroll Processing Fees	524.70
54050 · Pest Control	955.00
54060 · Website & Computer Maintenance	13,241.84
Total 54000 · Outside Services	37,447.19
54070 · Permit	0.00
54080 · Postage	20.74
54090 · Printing	-90.96
55000 · Professional Services	
55010 · Accounting Fees	7,975.00
55020 · Legal Fees	525.00
55030 · Professional Services - Other	0.00
Total 55000 · Professional Services	8,500.00
57000 · Supplies	
57100 · Conservation Garden & Education	0.00
57150 · Discretionary Projects	2,583.21
57200 · Office Supplies	180.97
57250 · Team Building & Incentives	68.55
57255 · Staff Uniforms & Merchandising	0.00
57300 · Office General	47.91
Total 57000 · Supplies	2,880.64
59000 · Utilities	
59100 · Gas & Electric	1,413.31
59200 · Sewer	633.41
59300 · Trash	608.27
59400 · Water	267.25
59500 · Telephones	1,853.56
Total 59000 · Utilities	4,775.80
65000 · Travel and Meetings	
65310 · Training	660.00
65320 · Travel Transportation, Flights & Mileage	3,055.00
65325 · Hotel Lodging	0.00
65330 · Travel Meals	42.86
Total 65000 · Travel and Meetings	3,757.86
66000 · Payroll Expenses	
66100 · Gross Payroll	38,690.55
66200 · In Lieu of Social Security 10.5%	15,819.28

August 31, 2024	Aug'24
66300 · Medicare 1.45%	610.26
66400 · FUTA, SDI, ETT, SUI	0.00
Total 66000 · Payroll Expenses	55,120.09
Total Expense	481,291.58
Net Ordinary Income	-7,217.05
Net Income	-7,217.05

### RCD of Greater San Diego County Reconciliation Summary US Bank-General Checking, Period Ending 8/31/2024

	Aug 31, 24
Beginning Balance	271,297.45
Cleared Transactions	
Checks and Payments - 119 items	-1,135,653.97
Deposits and Credits - 44 items	1,328,235.29
Total Cleared Transactions	192,581.32
Cleared Balance	463,878.77
Uncleared Transactions	
Checks and Payments - 23 items	-225,893.36
Deposits and Credits - 1 item	105.00
Total Uncleared Transactions	-225,788.36

#### RCD of Greater San Diego County Reconciliation Detail US Bank-General Checking, Period Ending 8/31/2024

	Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance							271,297.45
Cleared Transactions							
Checks and Payments -	Bill Pmt -Check	04/02/2024	14350	Andy Williamson	$\checkmark$	-50.00	-50.00
	Bill Pmt -Check	04/02/2024	14364	Erik Rodriguez	V	-50.00	-100.00
	Bill Pmt -Check	05/06/2024	14505	San Diego Zoo Wildlife Alliance-A/F	V	-3,000.00	-3,100.00
	Check	05/07/2024	14513	Brenn Alcazar B11	N	-55.00	-3,155.00
	Check Check	05/07/2024 07/01/2024	14514 14657	Brenn Alcazar B12 Dominic Campos		-55.00 -100.00	-3,210.00 -3,310.00
	Bill Pmt -Check	07/08/2024	14683	CARCD	V	-7,500.00	-10,810.00
	Bill Pmt -Check	07/15/2024	14700	California Wildlife Foundation		-45,640.35	-56,450.35
	Bill Pmt -Check	07/15/2024	14710	Green Tree Forest Service	V	-6,414.25	-62,864.60
	Bill Pmt -Check Bill Pmt -Check	07/15/2024 07/15/2024	14708 14701	Sweetwater Authority CSDA, San Diego Chapter	$\sqrt{1}$	-6,320.38 -150.00	-69,184.98 -69,334.98
	Bill Pmt -Check	07/25/2024	14720	Wallace Laboratories, Inc	V	-95.00	-69,429.98
	Bill Pmt -Check	07/29/2024	14725	Nigro & Nigro		-7,000.00	-76,429.98
	Bill Pmt -Check	07/29/2024	14721	Al Delalat	V	-5,845.96	-82,275.94
	Bill Pmt -Check Bill Pmt -Check	07/29/2024 07/29/2024	14729 14730	U.S. Bancorp Service Center, Inc U.S. Bancorp Service Center, Inc	$\sqrt{1}$	-2,784.85 -1,128.16	-85,060.79 -86,188.95
	Bill Pmt -Check	07/29/2024	14728	United Site Services		-576.00	-86,764.95
	Bill Pmt -Check	07/29/2024	14731	Teri Lee Hedman		-545.00	-87,309.95
	Bill Pmt -Check	07/29/2024	14723	Gary J. Amaral, DVM	$\sqrt{1}$	-198.00	-87,507.95
	Bill Pmt -Check General Journal	07/29/2024 07/30/2024	14726	Quench USA Inc Kevin Curran D24	N √	-47.91 -355.00	-87,555.86 -87,910.86
	General Journal	07/30/2024			V	-36.79	-87,947.65
	General Journal	07/31/2024				-78.73	-88,026.38
	Bill Pmt -Check	08/02/2024	14733	Jennifer MacDonald	V	-1,480.00	-89,506.38
	Bill Pmt -Check General Journal	08/02/2024 08/02/2024	14732	Thomas J. Smith		-1,480.00 -93.47	-90,986.38 -91,079.85
	General Journal	08/02/2024			V	-12.64	-91,092.49
	Bill Pmt -Check	08/05/2024	14742	Pope Tree Service		-64,800.00	-155,892.49
	Bill Pmt -Check	08/05/2024	14740	Lincoln Financial	V	-29,358.53	-185,251.02
	Bill Pmt -Check Bill Pmt -Check	08/05/2024 08/05/2024	14734 14750	California American Water County of San Diego		-2,097.49 -1,644.40	-187,348.51 -188,992.91
	Bill Pmt -Check	08/05/2024	14735	Classic Landscape & Horticulture	V	-1,025.00	-190,017.91
	Bill Pmt -Check	08/05/2024	14739	Jose Silva Papa Joe Farms		-746.94	-190,764.85
	Bill Pmt -Check	08/05/2024	14748	Waste Management	V	-608.27	-191,373.12
	Bill Pmt -Check Bill Pmt -Check	08/05/2024 08/05/2024	14741 14744	Pacific Building Maintenance SDG&E		-559.65 -474.49	-191,932.77 -192,407.26
	Bill Pmt -Check	08/05/2024	14738	EDCO Disposal Corporation	V	-403.87	-192,811.13
	Bill Pmt -Check	08/05/2024	14736	Cox Communications		-365.53	-193,176.66
	Bill Pmt -Check	08/05/2024	14745	SoCo Group Inc.	V	-295.99	-193,472.65
	Bill Pmt -Check Bill Pmt -Check	08/05/2024 08/05/2024	14737 14743	Diamond Environmental Services RCD Southern California Baja	$\sqrt{1}$	-279.82 -150.00	-193,752.47 -193,902.47
	Bill Pmt -Check	08/05/2024	14749	EDCO Disposal Corporation	V	-118.01	-194,020.48
	Bill Pmt -Check	08/05/2024	14747	Wallace Laboratories, Inc		-95.00	-194,115.48
	Bill Pmt -Check	08/05/2024	14746	Streamline	N,	-10.00	-194,125.48
	Bill Pmt -Check General Journal	08/06/2024 08/06/2024	14751 JE 1014	EcoLA Termite & Pest Control		-955.00 -267.62	-195,080.48 -195,348.10
	General Journal	08/06/2024	JE 1014		V	-37.53	-195,385.63
	General Journal	08/06/2024	JE 1013		$\checkmark$	-22.30	-195,407.93
	Bill Pmt -Check	08/07/2024	14757	Joanne Norris	V	-400.00	-195,807.93
	Bill Pmt -Check	08/07/2024	14754	Calpine Containers Inc	N N	-237.70	-196,045.63
	Check General Journal	08/07/2024 08/07/2024	14752 JE 1015	Sumita Rai	V	-100.00 -42.66	-196,145.63 -196,188.29
	General Journal	08/07/2024	JE 1016		$\checkmark$	-3.23	-196,191.52
	Bill Pmt -Check	08/08/2024	14758	Pope Tree Service	1	-20,100.00	-216,291.52
	Bill Pmt -Check General Journal	08/08/2024 08/09/2024	14759	Coit Services Inc		-625.00 -108.99	-216,916.52 -217,025.51
	Bill Pmt -Check	08/09/2024	14766	Southland Forest Management LLC		-67,762.00	-284,787.51
	Bill Pmt -Check	08/12/2024	14761	California American Water		-3,595.18	-288,382.69
	Bill Pmt -Check	08/12/2024	14765	Green Tree Forest Service		-2,976.51	-291,359.20
	Bill Pmt -Check Bill Pmt -Check	08/12/2024 08/12/2024	14763 14764	Empowerment Works Inc JMB Sanitation		-1,640.00 -279.55	-292,999.20 -293,278.75
	Bill Pmt -Check	08/12/2024	14762	EDCO Disposal Corporation	V	-105.00	-293,383.75
	Check	08/12/2024	14760	Diana Millan		-100.00	-293,483.75
	Bill Pmt -Check	08/13/2024		P Heather Marlow	V	-1,165.84	-294,649.59
	Bill Pmt -Check Bill Pmt -Check	08/13/2024 08/13/2024	PD 08.14.2	? Eli Valdez ? Joel Kramer	$\sqrt{1}$	-249.14 -238.94	-294,898.73 -295,137.67
	Bill Pmt -Check	08/13/2024		2 Daniela Mejia	V	-154.23	-295,291.90
	Bill Pmt -Check	08/13/2024	PD 08.14.2	Andy Williamson		-119.01	-295,410.91
	Bill Pmt -Check	08/13/2024	14767	Wallace Laboratories, Inc		-95.00	-295,505.91
	Bill Pmt -Check Bill Pmt -Check	08/13/2024 08/13/2024		? Elizabeth Garcia ? Kacie Wright		-70.80 -64.74	-295,576.71 -295,641.45
	Bill Pmt -Check	08/13/2024		Areli Perez	V	-50.00	-295,691.45
	Bill Pmt -Check	08/13/2024	PD 08.14.2	? Carolina Guia	V	-50.00	-295,741.45
	Bill Pmt -Check	08/13/2024		Rachel Petitt	V	-50.00	-295,791.45
	Bill Pmt -Check Bill Pmt -Check	08/13/2024 08/13/2024		? Chris Kelley ? Paul Maschka		-50.00	-295,841.45 -295 891 45
	Bill Pmt -Check Bill Pmt -Check	08/13/2024	PD 08.14.2 PD 08.14.2		V	-50.00 -50.00	-295,891.45 -295,941.45
	Bill Pmt -Check	08/13/2024		? Ann Baldridge		-50.00	-295,991.45
	Bill Pmt -Check	08/13/2024	PD 08.14.2	2 Alaina Makowski	$\checkmark$	-50.00	-296,041.45

#### RCD of Greater San Diego County Reconciliation Detail US Bank-General Checking, Period Ending 8/31/2024

Туре	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	08/13/2024		.2 Morgan Dioli		-50.00	-296,091.45
Bill Pmt -Check	08/13/2024		.2 John Hendra	v	-50.00	-296,141.45
Bill Pmt -Check	08/13/2024		.2 Joanne Sauerman	V	-50.00	-296,191.45
Bill Pmt -Check	08/13/2024		.2 Joanna Parra	v	-50.00	-296,241.45
Bill Pmt -Check	08/13/2024		.2 Stan Hill	V	-50.00	-296,291.45
Bill Pmt -Check	08/13/2024		.2 Erik Rodriguez	V	-50.00	-296,341.45
General Journal	08/14/2024			v	-52,272.47	-348,613.92
General Journal	08/14/2024			v	-12,308.52	-360,922.44
Bill Pmt -Check	08/14/2024	14769	U.S. Bancorp Service Center, Inc	Ń	-5,446.69	-366,369.13
Check	08/15/2024			V	-561.70	-366,930.83
Bill Pmt -Check	08/16/2024	14775	Rincon Band of Luiseno Indians		-21,074.75	-388,005.58
Bill Pmt -Check	08/16/2024	14772	KRC Rock, Inc.		-13,862.31	-401,867.89
Bill Pmt -Check	08/16/2024	14779	Jennifer MacDonald		-1,776.00	-403,643.89
Bill Pmt -Check	08/16/2024	14777	Thomas J. Smith		-1,776.00	-405,419.89
Bill Pmt -Check	08/16/2024	14776	SDG&E		-1,413.31	-406,833.20
Bill Pmt -Check	08/16/2024	14778	U.S. Bancorp Service Center, Inc		-1,188.16	-408,021.36
Bill Pmt -Check	08/16/2024	14781	U.S. Bancorp Service Center, Inc		-130.00	-408,151.36
Bill Pmt -Check	08/16/2024	14774	Office Depot		-101.97	-408,253.33
Bill Pmt -Check	08/16/2024	14780	U.S. Bancorp Service Center, Inc		-42.86	-408,296.19
General Journal	08/19/2024	JE 1014			-110.56	-408,406.75
General Journal	08/20/2024	JE 1016			-600,000.00	-1,008,406.75
Bill Pmt -Check	08/20/2024	14786	Rincon Band of Luiseno Indians		-18,247.75	-1,026,654.50
Bill Pmt -Check	08/20/2024	14784	McDougal Love Boehmer Foley Ly	ro √	-3,730.00	-1,030,384.50
Bill Pmt -Check	08/20/2024	14783	County of San Diego Sanitation		-633.41	-1,031,017.91
Bill Pmt -Check	08/20/2024	14785	SoCo Group Inc.		-181.90	-1,031,199.81
Bill Pmt -Check	08/20/2024	14782	Carolina Guia		-117.88	-1,031,317.69
General Journal	08/20/2024	JE 1015			-100.00	-1,031,417.69
General Journal	08/20/2024	JE 1017			-25.33	-1,031,443.02
General Journal	08/23/2024	JE 1019			-62.12	-1,031,505.14
Bill Pmt -Check	08/26/2024	14790	Pope Tree Service		-42,400.00	-1,073,905.14
Bill Pmt -Check	08/26/2024	14789	United Site Services		-576.00	-1,074,481.14
Bill Pmt -Check	08/26/2024	14787	First Citizens Bank		-274.19	-1,074,755.33
Bill Pmt -Check	08/26/2024	14793	Wallace Laboratories, Inc		-180.00	-1,074,935.33
General Journal	08/28/2024				-47,740.80	-1,122,676.13
General Journal	08/28/2024				-11,775.76	-1,134,451.89
Bill Pmt -Check	08/28/2024	PD 08.29	.2 Rachel Petitt		-467.40	-1,134,919.29
Bill Pmt -Check	08/28/2024	PD 08.29	.2 Daniela Mejia		-165.69	-1,135,084.98
General Journal	08/28/2024				-6.46	-1,135,091.44
General Journal	08/31/2024				-525.00	-1,135,616.44
General Journal	09/03/2024				-37.53	-1,135,653.97
Total Checks and Payments					-1,135,653.97	-1,135,653.97
Deposits and Credits - 44 items						
Deposit	07/31/2024			V	1,500.00	1,500.00
Deposit	07/31/2024			V	1,910.00	3,410.00
Deposit	07/31/2024			V	3,710.00	7,120.00
Deposit	07/31/2024			V	4,671.89	11,791.89
Deposit	08/02/2024			V	600.00	12,391.89
Deposit	08/02/2024			V	655.00	13,046.89
General Journal	08/02/2024	JE 1012		V	730.00	13,776.89
Deposit	08/02/2024			V	4,377.50	18,154.39
Deposit	08/05/2024			V	1,010.00	19,164.39
Deposit	08/05/2024			V	3,320.06	22,484.45
Deposit	08/06/2024			V	355.00	22,839.45
Deposit	08/06/2024			V	2,475.25	25,314.70
Bill Pmt -Check	08/07/2024	14753	Calpine Containers Inc	V	0.00	25,314.70
Bill Pmt -Check	08/07/2024	14756	Corporate Technologies LLC	V	0.00	25,314.70
General Journal	08/07/2024	JE 1016		V	158.63	25,473.33
Deposit	08/07/2024			V	165.00	25,638.33
Deposit	08/07/2024			V	1,439.74	27,078.07
Deposit	08/07/2024			V	2,020.00	29,098.07
General Journal	08/07/2024	JE 1017		V	120,000.00	149,098.07
General Journal	08/09/2024	JE 1018		V	170.00	149,268.07
General Journal	08/10/2024	JE 1018		V	10.00	149,278.07
Deposit	08/14/2024			V	1,786.35	151,064.42
General Journal	08/14/2024			V	2,762.70	153,827.12
Deposit	08/14/2024			N,	978,531.21	1,132,358.33
Deposit	08/15/2024			V	300.00	1,132,658.33
General Journal	08/15/2024			V	7,961.47	1,140,619.80
Bill Pmt -Check	08/16/2024	14771	Corporate Technologies LLC	V	0.00	1,140,619.80
General Journal	08/16/2024			V	100.00	1,140,719.80
Deposit	08/16/2024			V	355.00	1,141,074.80
Deposit	08/19/2024			V	710.00	1,141,784.80
Deposit	08/19/2024			V	800.00	1,142,584.80
Deposit	08/20/2024			V	1,287.50	1,143,872.30
Deposit	08/23/2024			V	540.30	1,144,412.60
General Journal	08/23/2024	JE 1018		V	647.73	1,145,060.33
Deposit	08/23/2024			V	2,775.00	1,147,835.33
Deposit	08/23/2024			V	140,546.41	1,288,381.74
Deposit	08/27/2024			V	100.00	1,288,481.74
General Journal	08/28/2024			V	25.00	1,288,506.74
General Journal	08/28/2024			V	250.00	1,288,756.74
General Journal	08/28/2024			$\checkmark$	633.09	1,289,389.83

#### RCD of Greater San Diego County Reconciliation Detail US Bank-General Checking, Period Ending 8/31/2024

	Туре	Date	Num	Name	Clr	Amount	Balance
	Deposit	08/28/2024				38,108.63	1,327,498.46
	Deposit	08/29/2024				100.00	1,327,598.46
	Deposit	08/30/2024				600.00	1,328,198.46
	Deposit	08/31/2024				36.83	1,328,235.29
Total Deposits a	nd Credits					1,328,235.29	1,328,235.29
Total Cleared Trans						192,581.32	192,581.32
Cleared Balance						192,581.32	463,878.77
Uncleared Transact	ions					. ,	
Checks and Payr	nents - 23 items						
•	Bill Pmt -Check	03/04/2024	14266	Sierra Reiss		-50.00	-50.00
	Bill Pmt -Check	04/02/2024	14356	Codi Hale		-50.00	-100.00
	Bill Pmt -Check	04/18/2024	14424	Jamul Indian Village of California		-2,612.25	-2,712.25
	Bill Pmt -Check	05/01/2024	14468	Areli Perez		-50.00	-2,762.25
	Bill Pmt -Check	05/01/2024	14477	Erik Rodriguez		-50.00	-2,812.25
	Bill Pmt -Check	05/06/2024	14512	Idea Cooperative		-2,482.80	-5,295.05
	Bill Pmt -Check	06/03/2024	14575	Areli Perez		-50.00	-5,345.05
	Bill Pmt -Check	06/03/2024	14588	Erik Rodriguez		-50.00	-5,395.05
	Check	06/18/2024	14655	Arlyen Hines		-100.00	-5,495.05
	Bill Pmt -Check	07/01/2024	14658	Brown Bird Creative		-1,500.00	-6,995.05
	Bill Pmt -Check	07/15/2024	14709	The Patriot Group		-75,550.00	-82,545.05
	Bill Pmt -Check	07/15/2024	14703	Foodshed Inc		-500.00	-83,045.05
	Bill Pmt -Check	07/17/2024	14713	Tammy Jo Rymoff		-80.00	-83,125.05
	Check	08/07/2024	14755	Gary Garcia		-100.00	-83,225.05
	Bill Pmt -Check	08/14/2024	14768	DCC Construction Company Inc		-20,516.00	-103,741.05
	Bill Pmt -Check	08/16/2024	14773	Naturescape Services		-29,555.00	-133,296.05
	Bill Pmt -Check	08/26/2024	14791	The Patriot Group		-69,670.00	-202,966.05
	Bill Pmt -Check	08/26/2024	14792	Corporate Technologies LLC		-15,130.83	-218,096.88
	Bill Pmt -Check	08/26/2024	14788	Studio Nectary		-4,660.00	-222,756.88
	Check	08/28/2024	4144139	99 Omar Ortiz		-395.90	-223,152.78
	Bill Pmt -Check	08/30/2024	14794	Jennifer MacDonald		-1,480.00	-224,632.78
	Bill Pmt -Check	08/30/2024	14795	Thomas J. Smith		-1,258.00	-225,890.78
	General Journal	08/30/2024				-2.58	-225,893.36
Total Checks and	l Payments					-225,893.36	-225,893.36
Deposits and Cro	edits - 1 item						
	Deposit	08/30/2024				105.00	105.00
Total Deposits a	nd Credits					105.00	105.00
Total Uncleared Tra	nsactions					-225,788.36	-225,788.36
Register Balance as of 08/	31/2024					-33,207.04	238,090.41



Date: October 9, 2024

### Agenda Item 6-1: Staff Handbook

**Discussion / History:** Staff have worked with our HR partner, Bizhaven, to revise and update our personnel policy. A draft was brought to the Board last year. Revisions have been made and we are presenting the revised version for Board considerations. The document has been updated with all required CA policies.

### Financial Impact: None

**Staff Recommendation to Board:** Staff requests that the Board reviews and approves, or provides feedback on, the Staff Handbook.



## RESOURCE CONSERVATION DISTRICT Greater San Diego County

# **EMPLOYEE HANDBOOK**

Revised July 2024

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# GENERAL EMPLOYMENT POLICIES

#### <u>Welcome</u>

Welcome to RCD of Greater San Diego County (the "District").

We are excited you have joined our District and we hope you find your position rewarding and our District to be your employer of choice. Our District relies on our employees to build and maintain our reputation in our industry. We all work hard to ensure we are providing the best service and outcomes for our customers. By doing so we allow our customers to continue to work with us and provide referrals, in turn this allows us to continue to be successful and grow. We look forward to having you as part of our team.

This handbook is provided with the intent of explaining the terms and conditions of employment of all fulland part-time employees and supervisors. It is the responsibility of each and every employee to review this handbook and to be familiar with its policies. Throughout your employment and especially as you begin your employment, please consult this handbook and your manager as questions arise.

We look forward to seeing your success with our District.

#### **Mission / Values**

To empower communities to protect, conserve, and restore our natural resources through education, collaboration, and implementation.

#### At-Will Employment Status

Your employment with us is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the District at any time, with or without notice and with or without cause.

Nothing in this handbook or any other District document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Executive Director has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Executive Director. If a written contract between you and the District is inconsistent with this handbook, the written contract is controlling.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

#### **Right to Revise**

This handbook contains the employment policies and practices of the District in effect at the time of publication. All previously issued handbooks, policy, or memoranda inconsistent with the policies set forth herein are superseded.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will

employment; however, any such changes must be in writing and must be signed by the Board of Directors of the District. Any written changes to this handbook will be distributed to all employees so that employees are made aware of new policies or procedures and can update their handbooks. No oral statements or representations can, in any way, alter the provisions of this handbook. This employee handbook sets forth the entire agreement between you and the District as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

#### **Open Door Policy**

We want to operate with honest and open communication whenever possible. If you have a basic communication concern or conflict, please address the situation with the other party in a professional, courteous manner to work towards resolution. If you are uncomfortable, if the concern extends beyond basic communication or if the concern is related to a violation of a policy, inform and work with your immediate supervisor.

If your immediate supervisor is unable to resolve the situation or if the concern is with your immediate supervisor, you must inform and work with the Executive Director.

If you continue to experience the same situation or if you feel you need further assistance, you must inform and work with the Executive Director.

This procedure, which we believe is important for both you and the District, cannot guarantee that every problem will be resolved to your satisfaction. However, the District values your observations, and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

The District may take various steps to resolve a concern such as interviews or investigations.

#### What The District Expects From You

The District needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them *promptly*, *safely*, *correctly*, and *pleasantly*. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude. How you interact with fellow employees and our customers, and how you accept direction can affect the success of the entire service offered by the District. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

We are dedicated to making the District a District where you can approach your supervisor, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the District.

Remember, you help create the pleasant and safe working conditions that the District intends for you

#### **Discrimination, Harassment and Retaliation Prevention Policy**

RCD San Diego is an equal opportunity employer and strives to maintain a working environment where all employees feel comfortable and want to come to work and be successful. The District is committed to providing a work environment free of harassment, discrimination, retaliation, and abusive conduct.

In addition, the District prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

#### Policy of Non-Discrimination

The District is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of unlawful harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, reproductive health decision making, off-duy and off-premises use of cannabis, or any other status protected by federal, state, or local laws. The District is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The implementation of these statutes requires communication and cooperation on the part of both the employee and the employer. Any applicant or employee who requires an accommodation during the hiring process or in order to perform the essential functions of his or her job should request such an accommodation in writing specifying the accommodation he or she needs. If the applicant or employee does not clearly communicate his or her concerns, the District may not realize that a disability issue is being raised as its management is not medically trained. If it is determined there is a qualifying disability, the applicant or employee from performing his or her essential job duties. If it is determined that a qualifying disability impairs or prevents the applicant or employee from performing his or her essential job duties. If it is determined that a qualifying disability impairs or prevents the applicant or employee from performing his or her essential job duties. If it is determined that a qualifying disability will impair or prevent the disabled applicant or employee from performing his or her essential job duties, the District and the employee must then explore possible accommodations that will allow the applicant or employee to perform his or her essential job duties without creating an undue hardship on the District.

#### **Reasonable Accommodations**

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with District policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a request, preferably in writing, for the accommodation to his or her immediate supervisor. The written request must include a description of how the religious practice conflicts with the employee's job duties and the employee's suggested accommodation.

The Executive Director will work with management to evaluate all disability and religious accommodation requests. Requests will be evaluated and the employee will be involved in an interactive process with the District to determine whether an accommodation is available that is reasonable and that would not create an undue hardship. An accommodation may be a change in job title, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment.

Management and the employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may request a review by Senior Management.

The District will not retaliate against employees for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management or co-workers.

#### Pay

Pay disparity between employees of opposite sex or of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and/or federal law, is prohibited. Pay differentials may be valid in certain situations defined by law such as; a seniority system, a merit system, a system that measures earnings by quantity or quality of production or a bona fide factor such as education, training or experience. Employees will not be retaliated against for inquiring about or discussing wages. However, the District is not obligated to disclose the wages of other employees.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

#### **Unlawful/Prohibited Harassment**

In addition to the Non-Discrimination policy, the District maintains a strict policy prohibiting harassment because of; race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), creed, color, sex, gender, pregnancy, pregnancy-related medical condition, perceived pregnancy, age, national origin (including possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, religion, religious dress practices, religious grooming practices, physical or mental disability, sexual orientation, gender identity, gender expression, marital status, registered domestic partner status, genetic characteristics or genetic information, medical condition, military and/or veteran status, reproductive health decision-making, perceived membership in a category, association with an actual or perceived member of a category, and/or all other protected characteristics pursuant to applicable federal, state and local law.

This policy applies to all persons involved in the operations of the District and prohibits such harassment by any employee of the District, including managers, supervisors and co-workers. The District also enforces this policy with third parties such as vendors and customers.

Prohibited harassment in any form, including verbal, physical and visual conduct, threats, demands, and retaliation, will not be tolerated. Similarly, harassment via any method such as verbal, non-verbal (gestures), email, text, written, fax or other will not be tolerated.

Sexual harassment may include one or more of the following, but is not limited to:

- 1. Unwanted sexual advances;
- 2. Sexual advances, propositions, requests or comments;
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, offers of job benefits in return for sexual favors;
- Visual conduct such as leering, sexually suggestive posters, photography, cartoons, drawings, or gestures;

- Verbal conduct such as epithets, derogatory comments, slurs, jokes, invitations, sexual advances or propositions, graphic verbal commentaries about an individual's body or sexually degrading words used to describe an individual;
- Sending or otherwise communicating sexually related messages, videos or pictures by any method;
- Physical conduct such as unwanted touching, impeding or blocking normal movement, or assault;
- 8. Physical or verbal abuse concerning gender, gender identity or gender expression; or
- 9. Verbal abuse concerning characteristics such as pitch of voice, facial hair, size or shape of a person's body.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Other examples of prohibited harassment or discrimination may include but are not limited to the below when concerning any protected class:

- 1. Written, verbal or electronic jokes;
- 2. Inappropriate verbal, graphic or physical conduct;
- 3. Sending, posting or otherwise communicating harassing or discriminatory messages such as; videos, text messages, instant messages or via social media;
- 4. Racial or ethnic slurs, epithets or any other offensive remarks;
- 5. Threats, intimidation or other menacing behavior;
- 6. Retaliation for reporting or threatening to report harassment; or
- 7. Other harassing or discriminatory conduct based upon one or more of the protected classes identified in this policy or by federal, state or local regulation.

Prohibited harassment which impairs an employee's working ability or emotional well-being at work violates this policy and will not be tolerated. While such conduct is generally unlawful only if it is severe and pervasive, the District's policy is a "no tolerance" policy which prohibits all such unlawful harassment even though the harassment may not be sufficiently severe or pervasive to constitute a violation of law.

Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

#### **Reporting Discrimination, Harassment and Retaliation**

The District takes all complaints and concerns of discrimination, harassment and retaliation very seriously. An employee which believes he or she has been discriminated against, harassed, experienced retaliation or has observed discrimination, harassment or retaliation based on a protected class as explained above, should immediately follow these steps:

> The employee must immediately report, orally or in writing, any complaints or concerns of discrimination, harassment or retaliation to his or her immediate supervisor or any other manager of the District.

 If the Supervisor or Manager does not respond timely or if there is continued discrimination, harassment or retaliation concerns, the employee must immediately report complaints or concerns to the Executive Director.

The employee should include the details of the incident or incidents such as; the names of the individuals involved, the names of any witnesses, details of the incident, date, time and location.

Managers receiving complaints or concerns of harassment must immediately report such to the Executive Director to allow for consistent resolution throughout the District.

The District will take various steps to resolve a complaint or concern such as; timely response and impartial and timely interviews or investigations involving all parties and conducted by qualified personnel; investigations will be documented and tracked for reasonable progress; and investigations will be closed in a timely manner. Employees will participate in such interviews or investigations to assure accurate evaluation and determine whether the District's Non-Discrimination, Unlawful/Prohibited Harassment or retaliation policies have been violated. If The District determines that a policy has been violated, the District will take timely, remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violation of District policy.

All information obtained regarding complaints or concerns of discrimination, harassment or retaliation and throughout any interview or investigation process will be kept confidential to the extent possible. Only individuals with a legitimate business need to know in order to allow for proper resolution may receive necessary information related to the complaint or concern.

The District will not retaliate against any employee for filing a complaint or participating in any investigation. The District will not knowingly permit retaliation by management or co-workers. Any retaliation must immediately be reported using the process above.

Employees should also be aware that the U.S. Equal Employment Opportunity Commission and the California Civil Rights Department (formerly the Department of Fair Employment and Housing) of the State of California have the authority to investigate complaints of discrimination, harassment and retaliation. The nearest office can be found by visiting www.eeoc.gov and https://calcivilrights.ca.gov/. The California Civil Rights Department 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758, 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711 contact.center@dfeh.ca.gov, https://calcivilrights.ca.gov/ (main website), https://calcivilrights.ca.gov/shpt/ (online sexual harassment training courses).

The District also recognizes the detrimental consequences of abusive conduct in the workplace such as a reduction in productivity and morale. Abusive conduct means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct.

Upon hire, all employees are provided the "Sexual Harassment, The Facts about Sexual Harassment" brochure. If you require another copy, please contact your supervisor or the Executive Director.

### **Diversity, Equity and Inclusion**

We are committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance. We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to the District.

We are committed and determined that there is access, opportunity and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other team members with the same dignity and respect at all times. Disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, discriminated, or retaliated against in violation of the District's Harassment, Discrimination and Retaliation Prevention policy, please contact your supervisor or Executive Director.

# EMPLOYMENT STATUS

#### Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, our District is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

#### **Anniversary Date**

The first day you work a scheduled shift as a regular employee will be your anniversary date. This date may be used to determine eligibility for various benefits and calculate tenure.

#### **Employment Classifications**

There are a number of classifications into which an employee might fall. These include: Full-time, Parttime, Temporary, Intern and Seasonal. All employees, regardless of classification, are in an introductory period during the first 90 days of employment. During the introductory period, you will be able to determine if the position is a fit for you as well as your manager will be evaluating your performance and a review will be conducted upon completion of the 90-day introductory period. Completion of the introductory period does not guarantee continued employment for any period or duration; all employees are at-will even after completion of the introductory period.

**Employee Classifications:** 

- 1. <u>Full-Time Employees:</u> A full-time employee is an employee who is assigned a definite work schedule of at least Forty (40) hours per work week. The definition of Full-Time employee may be different for some purposes such as medical benefits.
- <u>Part-Time Employees:</u> A part-time employee is an employee who is regularly assigned a work schedule of fewer than Forty (40) hours per work week. Part-time employees are generally not eligible for employee benefits, other than paid sick leave, and any benefits required under state or federal law. \*\*Pro-rated benefits offering
- 3. <u>Temporary or Intern or Seasonal Employees:</u> A temporary, intern, or seasonal employee is an employee who falls within one or more of the following categories: individuals who are expected to be employed for less than six months at the time of hire; individuals whose hourly work schedule per week is expected to be irregular or on an as-needed basis; individuals who are hired as interim replacements to assist in the completion of a specific project or for time off relief; individuals working through a school or educational program.

Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary, intern, and seasonal employees retain that status until they are notified of a change. These classifications are not eligible for any of the District's

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benefit programs, other than paid sick leave, and any benefits required under state or federal law.

 Inactive Status: Employees who are on any type of leave of absence, work-related or nonwork-related, that exceeds any protected state, federal or local leave of absence will be placed on inactive status.

Unless health benefits extension is covered by local, state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the Executive Director, for more information.

All positions will further be designated as Non-Exempt or Exempt:

- 1. <u>Non-Exempt:</u> Non-Exempt Employees are entitled to compensatory time off and other requirements as required by applicable federal and state law.
- 2. <u>Exempt Employees:</u> Exempt Employees are not entitled to overtime pursuant to applicable federal and state laws.

Employees will be informed of their assigned employment classification upon hire and as modified. Any questions regarding employment classification should be directed to your manager.

## WAGES

### **Wage Information**

The District maintains a compensation program which compensates employees for the position held and their performance in that position. Compensation adjustments may be determined on the basis of performance, adherence to the District's policies and procedures, the employee's proven ability to meet or exceed the assigned duties and in compliance with State, Federal and Local regulations. In addition, the overall success of the District will be considered when evaluating compensation increases.

In the event that an employee's compensation is based, in whole or in part, on commissions or piece-rates, the employee will be provided a compensation agreement or plan which explains the details of the commission or piece-rate plan. This agreement will be required to be signed by the employee and a representative of the District. Such an agreement will remain in effect until any changes are made in writing and signed by both parties.

#### Workweek and Pay Period

The District's workweek for wage calculation is 12:01 a.m. Sunday to midnight on Saturday.

Payroll is on a bi-weekly schedule with payments issued every other Wednesday. Timesheets are to be submitted by Noon on Monday following the close of the pay period. Should the established pay day fall on a holiday, checks will be issued the last working day prior to the holiday. Checks may not be picked up by anyone other than the employee unless the District is authorized in advance and in writing by the employee.

The District offers direct deposit as a convenience for employees. To begin automatic deposit, employees must complete a Direct Deposit Enrollment form and return it to payroll.

Any errors in your payroll must be immediately reported to your manager.

The District does not provide payroll advances or otherwise lend any money to employees.

#### Hours of Work

Employees will be assigned a work schedule based on their position, classification and the needs of the District. An employees' work schedule shall be established in accordance with the needs of the District and may vary.

Employees are expected to work their scheduled hours and any variation must receive prior approval from management.

All hours worked must be accurately recorded and reported in compliance with the District's timekeeping policy.

#### **Timekeeping**

The District requires all non-exempt employees to report actual time worked on a hard copy timecard or combination of electronic and hard copy depending on their position. Non-exempt employees must accurately record the beginning and end of each shift, including the beginning and ending of the employee's meal break. Non-exempt employees will track hours worked for each grant/agreement, or "billable hours" on the timecard provided by the District. All times an employee is engaged in work must be reported as hours worked.

Altering, falsifying, or tampering with your own time records, or recording time on another employee's time record, will subject the employee(s) involved to disciplinary action, up to and including termination.

Exempt employees will be required to report any absences in compliance with Federal and State regulations.

Non-Exempt employees are discouraged from performing any "off-the-clock" work. This includes, but is not limited to:

- Accessing your email through any device; laptop, smartphone, or any other device, and responding to or sending work-related emails;
- Logging onto the District's computers through remote computing access or any other cloud computing or remote services (including SaaS, Webmail, Outlook, GoToMeeting, or any other similar District provided service);
- Checking voicemails and responding to phone calls or voicemails; or
- Texting others for work purposes.

Employees must report all of their working time, no matter how short in duration. This includes any work performed at work, at home, or anywhere else on behalf of the District including work performed in hard copy, electronic format or on District or personal equipment. Employees are required to report all hours worked even if the hours were not previously approved by their manager or management. Violations of this rule will be subject to review.

#### Make-Up Time

The District allows non-exempt employees to utilize makeup time to tend to personal obligations. Employees may take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek. The District does not encourage, discourage or solicit the use of makeup time.

Employees must complete the Makeup Time Request form for each occurrence and receive approval 24 hours in advance of either taking the time off or making up time, whichever occurs first. Makeup time is subject to management approval and the needs of the business.

Time taken off and makeup time must occur in the same District-established work week and employees may not work more than 11 hours in any workday or more than 40 hours in a workweek.

Should an employee take time off and then be unable to work the scheduled makeup time, unworked time will be unpaid. Similarly, should an employee request makeup time then no longer need the scheduled time off, the employee must receive prior approval from his or her manager before working any overtime.

#### Paycheck Deductions/Garnishments

The District is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

When an employee's wages are garnished by a court order, our District is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our District will, however, honor federal and state guidelines which protect a certain amount of an employee's income from being subject to garnishment.

Should an employee identify an error in their deductions or garnishments, they must immediately report their concern to payroll for further evaluation and correction.

#### **Meal Periods**

Each non-exempt employee is authorized and permitted to take a 30-minute unpaid meal period during each day in which they work at least five (5) hours. If an employee works over 10 hours, but not more than 12 hours, the employee may voluntarily waive their 2<sup>nd</sup> meal period as long as they have taken the first meal period.

If at any time you are unable to take a meal break because of workload, please immediately inform your supervisor so that appropriate arrangements can be made.

### **Rest Periods**

Each non-exempt employee is authorized and permitted to take a paid fifteen (15) minute rest period for every four (4) hours worked or major fraction thereof. While there is no set schedule for breaks, you can take restroom breaks and get refreshments as desired.

If, for any reason, an employee believes that he/she is not being provided or afforded rest breaks in accordance with this policy, the employee should immediately report the concern to the Executive Director No employee will be retaliated against for bringing a complaint related to rest breaks to management's attention.

# BENEFITS AND LEAVES OF ABSENCE

#### **California Paid Sick Leave**

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to Paid Sick Leave.

Employees who work 20 or more hours are earning PTO at a rate that satisfies the Paid Sick Leave requirements and should see the Paid Time Off section for more details.

Employees who work under 20 hours each week will be front loaded the required 40 hours or 5 days of Paid Sick Leave upon hire.

Earned but unused Paid Sick Leave will carry over to the following leave year up to a maximum of 80 hours (ten days).

An employee's use of accrued Paid Sick Leave is limited to 40 hours or five days per year, whichever is greater.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If your normal workweek is less than 40 hours, accrual will be based on your normal workweek.]

Unused Paid Sick Leave will not be paid out upon separation of employment.

Employees must work ninety (90) days before they can use Paid Sick Leave.

Employees are permitted to use no more than 40 hours or 5 days of Paid Sick Leave within each calendar year.

Employees may request Paid Sick Leave by making a written or oral request to their manager for purposes outlined below. Employees may not use more sick leave than they have accrued or receive an advance of sick leave that has not yet been accrued.

If the need for Paid Sick Leave is foreseeable, employees must provide as much notice as possible to their manager. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence. Available Paid Sick Leave may be used in no less than two-hour increments.

Sick leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
- To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

For purposes of Paid Sick Leave, Family Member means:

- Your children (including biological, adopted, or foster children, legal wards, children of a domestic partner, or children for whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse's or registered domestic partner's parents (including biological, foster, and stepparents; adoptive parents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparents.
- Your grandchildren.
- Your siblings.
- A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave.

Paid Sick Leave will be paid at the employees' regular rate of pay. Sick leave absences after an employee has exhausted all of their accrued Paid Sick Leave may require evaluation for a leave of absence and/or information from a physician to ensure the employee can safely return to work.

The Company has established the 12-month period for Sick Leave as first day of work through your anniversary date. If you started employment after the beginning of the leave year, you will be provided a corresponding amount of paid sick leave as required by law.

Sick leave will run concurrently with other types of leave where permitted under applicable law.

Employees who separate employment and return to the employer within 12 months will have the amount of available Paid Sick Leave upon separation reinstated upon rehire.

An employee will not be retaliated or discriminated against for the request or use of Paid Sick Leave as defined.

This Paid Sick Leave policy is intended to comply with California's Healthy Workplaces/Healthy Families Act requirements and should be construed and implemented accordingly. The District's Paid Time Off (PTO) policy is separate from California paid sick time and is outlined in Paid Time Off (PTO) policy.

### Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may use paid sick leave to receive pay for these absences.

If you do not have accrued paid sick leave, or if you have used all of your sick leave, you may choose to substitute paid time off for further absences from work, related to your illness or injury.

# Paid Time Off (PTO)

Employees can use accrued PTO beginning the 90<sup>th</sup> day of employment. PTO can be used as time off for rest and relaxation such as a vacation or for sick leave (after exhausting CA Paid Sick Leave) as defined below.

Accida			
Years of Service	Pay Period	Stated Annually	Maximum Accrual
0-1 year (0-12 months)	4.00 hours	104 hours	114.40 hours
1-3 years (12-36 months)	5.54 hours	144 hours	158.40 hours
3-6 years (36-72 months)	7.08 hours	184 hours	202.40 hours
6-15 years (72-180 months)	8.62 hours	224 hours	246.40 hours

These accrual amounts are based on hours worked. For employees working less than 80 hours per pay period, the amount of PTO accrued will be calculated in proportion to the full accrual amount based on years of service. Employees that work less than 20 hours per week or 40 hours per pay period do not accrue PTO but are eligible for California Paid Sick Leave.

Employees electing to use PTO for anything other than sick leave must submit a Time Off Request in writing to your immediate supervisor, at least two (2) weeks in advance. If the need for sick leave is foreseeable, employees must provide such notice, an oral or written request, to the managing partners. If the need for sick leave is not foreseeable, employees should comply with the Attendance policy and provide as much notice as possible.

Employees may use PTO for sick leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
- To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

For purposes of Sick Leave, "Family Member" is defined as any of the following:

- A child (biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis). This definition of a child is applicable regardless of age or dependency status
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse or registered domestic partner
- A grandparent
- A grandchild
- A sibling
- A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave

Sick leave absences greater than 5 consecutive days may require evaluation for a leave of absence and/or

information from a physician to ensure the employee can safely return to work.

PTO will be paid at the employees' regular rate of pay. Regular rate of pay may vary, speak to your manager if you have questions regarding the pay for PTO.

Unused vacation will accrue and rollover from year-to-year, based on the employee's specific anniversary date, up to a maximum of at least 1.5 times the annual allotment of vacation that the employee is eligible to earn. Once this cap is reached, no further PTO time will be granted until the employee drops below the cap.

The District may allow employees to take an advance on PTO that has not yet been accrued and/or allow PTO donation will be considered on a case-by-case basis. A request to take an advance on PTO, to donate PTO or take time off without pay will be considered at the district's discretion, and each request will be considered as it arises. For more information, please contact the Director of Finance.

Employees do not accrue PTO if they are on a leave of absence for any reason, including, but not limited to, an industrial or non-industrial injury, disability or medical leave, pregnancy disability leave.

The District maintains records regarding PTO, you should check your PTO leave balance on a regular basis to ensure that you have been credited with the correct amount of PTO hours. If you believe that the accrual amount indicated is in error, then you must immediately notify the Director Finance for a PTO account review.

An employee will not be retaliated or discriminated against for the request or use of PTO for sick leave.

This policy is intended to comply with California's Healthy Workplaces/Healthy Families Act requirements and should be construed and implemented accordingly.

Accrued and unused PTO will be paid out upon separation of employment.

## Holidays

This policy shall apply to all employees. The following days shall be recognized and observed as paid holidays, paid based on the percentage of full time that each employee is regularly scheduled to work.

New Year's Day Martin Luther King Day President's Day Cesar Chavez Day Memorial Day Juneteenth Independence Day Labor Day Indigenous Peoples Day Veteran's Day Yeteran's Day Ya Day Christmas Eve Christmas Day Ya Day New Year's Eve Two Floating Holidays

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

To be eligible for holiday pay, you must work on your last scheduled workday immediately prior to, and your first scheduled workday immediately after the designated holiday, unless your absence is excused or

protected under applicable law or due to a pre-approved vacation. Employees on unpaid leaves of absence are not eligible for holiday pay while on a leave of absence or when requested to work during a paid holiday and the employee refuses to do so.

We will pay non-exempt employees holiday pay at their regular straight time hourly rate in effect at the time the holiday is observed. Non-exempt employees will be paid holiday pay equivalent to the number of hours they are normally scheduled to work on the day which the holiday falls up to a maximum of eight hours. Part-time employees' pay will be prorated based on the number of hours per week scheduled to work.

Non-exempt employees whose schedule falls outside the observed holiday will be provided a floating holiday with the number of hours being equivalent to their normally scheduled shift up to a maximum of eight (8) hours to be used within the same week of the observed holiday.

Holiday pay is not considered hours worked and does not count toward compensatory time off/overtime. You will not receive holiday pay if you are scheduled to work but do not report to work on a designated holiday.

Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a District-observed holiday.

If you recognize alternative holidays for religious purposes, contact the Executive Director to discuss your right to take additional religious holidays without pay.

# Health Benefits

Upon successful completion of the introductory period, full-time and part-time (20 hours per week minimum) employees are eligible for medical benefits. At this time, the RCD does not have a medical plan; however, the RCD will contribute to the cost of an employee's own medical, dental, and vision benefits at the amount of 16% of the employee's gross pay. This amount is established in an amount to be established by the Board of Directors and can be modified at the Board's discretion. This amount will be deposited to the employee's 457b plan and is considered as pre-tax income. If an employee desires to have this amount paid directly to the employee to pay his or her own medical plan premiums, all or in part, then this amount will be considered as taxable income and included pro-rata in the employee's bi-weekly paycheck.

# Pregnancy Disability Leave and Pregnancy Accommodation

It is the policy of the District to provide pregnancy disability leave to employees in accordance with the California Pregnancy Disability Act.

An employee will be provided pregnancy disability leave for that period of time when she is disabled and unable to work due to pregnancy, childbirth, breastfeeding, and/or related medical condition up to a cumulative maximum of four months' (one-third of a year or 17 1/3 weeks) of leave per pregnancy. The four-month period is defined as the number of days the employee would normally work within four calendar months, if the leave is taken continuously, following the date the pregnancy disability leave commences. For a full-time exempt employee or a full-time hourly employee who works 40 hours per week, the employee is entitled to 694 hours of leave. For hourly employees who work more or less than 40 hours per week, the number of working days/hours of leave is calculated on a pro rata or proportional basis. If an employee's schedule varies from month to month, a monthly average of the hours worked over the four-month period prior to the beginning of the leave will be used to calculate the employee's normal work month.

A pregnant employee is entitled to a reasonable accommodation in the workplace, where medically necessary or advisable and if no undue hardship is caused to the District. Such accommodation may include a temporary job transfer or temporary reassignment of non-essential job duties. The following rules and policies apply to all requests for pregnancy disability leave, transfer and/or pregnancy accommodation

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## in the workplace.

Employees who need to take pregnancy disability leave must inform the District when a leave is expected to begin and how long it will likely last. Prior to the commencement of a pregnancy disability leave, the employee must present her health care provider's certificate certifying that she is disabled and unable to work as a result of the pregnancy, childbirth, or related medical condition, and the employee must return to work as soon as her health care provider certifies that she is again capable of working. Pregnancy disability leave is health care provider certifies that she is again capable of morking. Pregnancy disability leave is health care provider is health care provider. The certification from the employee's health care provider should contain:

- The date on which the employee became disabled due to pregnancy;
- The probable duration of the period or periods of disability due to pregnancy, childbirth and/or breastfeeding; and
- A statement that, due to the disability, the employee is unable to perform one or more
  of the essential functions of her position without undue risk to herself, the successful
  completion of her pregnancy, or to other persons.

Such certification must be provided within 15 days of the when the request is made by the District.

If the need for a leave or job transfer is foreseeable, employees should provide notification at least 30 days before the pregnancy disability leave or job transfer is to begin. If 30 days' advance notice is not possible, notice must be given as soon as practical. Employees must also consult with the Human Resources Department regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the District.

Upon the request of a pregnant employee and recommendation of the employee's health care provider, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child. Requests for temporary transfers of non-essential job duties will be reasonably accommodated if the jobs and rights of others are not unduly affected and there is no undue hardship to the District.

While on pregnancy disability leave, an employee's District-sponsored health benefits will be continued and the employee will be responsible for her share of the regular co-pay as if she were continuing to work. No sick, holiday, or vacation benefits will accrue during a pregnancy disability leave of absence.

Duration of the leave will be determined by the advice of the employee's health care provider, but a pregnancy disability leave may not exceed, cumulatively, four months or 17 1/3 weeks. Pregnancy disability leave includes any period of time of actual disability caused by the employee's pregnancy, childbirth, or related medical condition, including time off for severe morning sickness, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, and/or loss or end of pregnancy.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. For employees who take intermittent leave or work a reduced work schedule during pregnancy disability leave, the District will account for increments of intermittent leave or reduced work schedules using an increment no greater than the shortest period of time the District uses to account for use of other forms of leave, but not greater than one hour. If the employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule because of pregnancy, the District may require the employee to transfer temporarily to an available alternative position that meets the needs of the employee. If the District requires the employee to transfer to an alternative position, the employee will receive the same rate of pay and benefits as those earned in the employee's regular position.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time

the leave began or to a comparable position, if one is available. However, an employee returning from a pregnancy disability leave has no greater right to reinstatement to the same position (or a comparable position) than if she had been continuously employed with the District. If an employee returning from pregnancy disability leave cannot be reinstated to her original position, the District will evaluate the current job vacancies and will endeavor to provide a comparable position for which she is qualified on her scheduled reinstatement date or within 60 calendar days of that scheduled reinstatement date. During this 60-calendar day period, the District will affirmatively look for comparable vacancies and will provide notice to the employee of available positions in person, by letter, telephone or email, or by links to postings on the District's website (if the District devotes a section on the website to job openings.)

Such above stated leave will be unpaid unless Paid Sick Leave is available. If Paid Sick Leave is available, it must be used during Pregnancy Disability Leave. The use of PTO is not required.

Pregnancy Disability Leave may run concurrently with other leaves where applicable and in accordance with State and Federal laws.

Please contact the Executive Director for more information and/or to request use of Pregnancy Disability Leave.

# **Lactation Accommodation**

The District recognizes lactating employees' rights to request lactation accommodation and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to exception allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time shall be unpaid.

Subject to exception allowed under applicable law, the lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. The District will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, the District will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact the Executive Director to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

The District will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

# California Family Rights Act (CFRA)

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the District for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply).
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job.
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
  - Spouse
  - Parent
  - Child of any age
  - Registered domestic partner
  - Grandparent
  - Grandchild
  - Sibling
  - Parent-in-law
  - A person designated by you at the time you request paid sick leave. You will be limited to making this designation once per 12-month period for purposes of paid sick leave.
- The birth of your child, or placement of a child with you for adoption or foster care.
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See Qualifying Exigencies Related to Active Duty below).

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. (See the *Pregnancy Disability Leave* Policy for more information).

For additional information about eligibility for CFRA leave, contact the Executive Director.

## Qualifying Exigencies Related to Active Duty

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

#### Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, the District uses rolling year measured backward from the date an employee uses any CFRA leave.

## Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The District may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

#### Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact the Executive Director as soon as you realize the need for family/medical leave. If
  the leave is based on the expected birth, placement for adoption or foster care, or planned medical
  treatment for your serious health condition or that of a family member, you must notify the District
  at least 30 days before leave is to begin. You must consult with your supervisor regarding
  scheduling of any planned medical treatment or supervision in order to minimize disruption to the
  operations of the District. Any such scheduling is subject to the approval of your health care provider
  or the health care provider of your family member.
- If you cannot provide 30 days' notice, the District must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, the District may require, at its expense, a second opinion from a health care provider that the District chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the District.
- If the second opinion differs from the first opinion, the District may require you, at the District's
  expense, to obtain the opinion of a third health care provider designated or approved jointly by you
  and the employer. The opinion of the third health care provider shall be considered final and binding
  on you and the District.

#### **Certification**

We require you to provide certification. You will have 15 calendar days from the District's request for certification to provide it to the District, unless it is not practical to do so. The District may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition
- Estimated amount of time for care by the health care provider
- Confirmation that the serious health condition warrants your participation

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition

If you are on leave because of your own serious health condition, the District will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

#### Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

#### Substitution of Paid Leave

Generally, CFRA leave is unpaid. The District may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with the District's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact TITLE.

#### Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

#### Time Accrual

Please contact TITLE with any questions regarding accrual of other District provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

#### Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

## Intermittent Leave

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour maximum.

See also the discussion of Pregnancy, Childbirth or Related Conditions and Baby Bonding above.

# Time Off for Jury Duty and Witness Duty and for Victims of Crimes

In the following instances, employees are eligible for time off from work when necessary as described

## below.

## Jury Duty

Employees called to jury duty will be released from work on leave during their period of jury service. An employee called to jury duty must: (1) promptly present to his or her manager a copy of the jury duty summons; (2) report daily for work before and/or after jury duty as is reasonably practicable; and (3) present to his or her manager proof of service upon completion of jury duty.

Exempt employees will be paid for any week when the employee works any part of the work week while serving on Jury Duty. Nonexempt employees summoned for Jury Duty will receive up to 3 days of paid time off to complete required jury duty service. Employees released from Jury Duty service before the end of their scheduled workday must report to work upon release.

#### Witness Duty

The District will also grant unpaid time off for court appearances as a witness when the employee is required to appear as a result of a court-ordered subpoena. Employees must notify their manager of the need for time off for a court appearance as soon as the subpoena is received and present the manager with a copy of the subpoena.

#### Victims of Domestic Violence, Sexual Assault, or Stalking

Employees who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave; however, an employee may use sick, PTO during this unpaid time off consistent with the District's time off policy. Leave may be taken when an employee who is a victim of domestic violence, sexual assault, or stalking needs time off work to attend related legal proceedings such as to obtain, or attempt to obtain, a restraining order or other relief to help ensure the health, safety, or welfare of himself or herself or his or her child(ren).

In addition, when 25 or more employees are employed, employees may request a written notice about the rights of victims of domestic violence, sexual assault or stalking and employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave (sick, PTO may be elected) to:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking,
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of the
- domestic violence, sexual assault, or stalking,
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking,
- Participate in a safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation,
- Attend to legal proceedings.

The employee must give his or her manager reasonable advance notice of the intention to take time off for this purpose, unless advance notice is not feasible. If an unscheduled absence for this purpose is necessary, then the employee must provide certification to his or her manager within a reasonable time after the absence. Certification should be in the form of a police report, a court order or other evidence that the employee has appeared in court, and/or documentation from a medical professional, domestic violence or sexual assault victim's advocate, or counselor that the employee was undergoing treatment for injuries or abuse resulting from domestic violence and/or a sexual assault. The District will also provide reasonable accommodation to employees who are the victims of domestic violence, sexual assault, or stalking to enhance their safety in the workplace. To the extent allowed by law, the District will maintain the confidentiality of any employee requesting leave for this purpose. In addition, no disciplinary action will be taken against an employee who takes time off work for this purpose.

#### Crime Victim or Family Member of Crime Victim

An employee is eligible for unpaid leave if the employee needs to attend a judicial proceeding related to certain types of violent or serious crimes if the employee is:

- A victim of the crime, including, but not limited to, felony domestic violence, felony stalking and felony child abuse
- The immediate family member of a victim of the crime (for this purpose, "immediate family member" means spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, or stepparent);
- The registered domestic partner of a victim of the crime; or
- The child of a registered domestic partner of a victim of the crime.

Before the absence, the employee must give the District a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. When advance notice is not feasible, or an unscheduled absence occurs, no disciplinary action will be taken against the employee if the employee provides the District with documentation evidencing the judicial proceeding within a reasonable time after the absence. Documentation may come from any of the following:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness office that is advocating on behalf of the victim.

An employee may elect to use accrued PTO for any time missed from work for this purpose. The District will not discharge, discriminate against, or retaliate against any employee because of his/her need to take this unpaid leave. To the extent allowed by law, the District will maintain the confidentiality of any records provided by the employee requesting leave for this purpose.

# **Time Off for Voting**

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. An employee will be allowed to take off only that amount of time that is necessary to vote. Up to two hours of time off to vote is paid time off (exempt employees will be paid for a full day's work so long as the employee worked at least part of the workweek). Where possible, the employee shall give his or her manager at least two workdays' notice that time off to vote is needed. Employees will be required to show proof of voting.

# Parental Leaves for Children in School

## School Appearance Leave

As required by California law, an employee will be granted unpaid time off as needed to attend to school disciplinary matters involving the employee's child. The employee must give reasonable notice to his or her manager prior to taking the time off work. Also, the employee will be required to present documentation from the school to his or her manager confirming that the visit took place.

## School Activities Leave

When 25 or more employees are employed, the District provides employees with up to 40 hours of unpaid time to participate in covered school activities. An employee who is the parent or guardian of a child, or children, in a licensed day care center or in kindergarten through twelfth grade may take up to 40 hours each year (but not exceeding eight hours in any month) of unpaid time off to participate in activities of the child's, or children's, school or day care center.

An employee, regardless of the number of children in the employee's household, is entitled to no more than eight hours in any month, and no more than 40 hours each year, of unpaid time off to participate in activities of the child's, or children's, school or day care center. If both parents of the child are employed by the District and both request time off for the same time period to participate in activity of their child's school or day care center, then only the parent who first requests the time off form his or her supervisor will be allowed the time off for that particular school activity.

## Parent is defined as:

- 1. Parents
- 2. Guardians
- 3. Grandparents
- 4. Stepparents
- 5. Foster parents
- 6. Persons standing in loco parentis to a child

**Covered Activities** 

- 1. To find, enroll, or re-enroll a child in school or with a licensed child care provider
- 2. To participate in activities of the school or licensed child care provider
- 3. Tend to a Child Care Provider or School emergency as defined below:
  - a. The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider.
  - b. Behavioral or discipline problems.
  - c. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
  - d. A natural disaster, including, but not limited to fire, earthquake or flood.

Employees must give reasonable notice to their supervisor prior to taking the time off work. Employees will be required to use any accrued and unused PTO time for this leave before taking any unpaid leave.

## **Bereavement Leave**

The District will provide eligible employees up to five days of bereavement leave in accordance with the California Family Rights Act. The District will provide up to 3 paid days and 2 unpaid days of leave.

#### Eligibility

To be eligible for bereavement leave, you must be employed by the District for at least 30 days prior to the start of leave.

#### Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- Family member means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
  - Child means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
  - Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
  - Sibling means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

#### Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member. The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued paid time off that you are eligible to take during the otherwise unpaid

#### bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

#### Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the District regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

#### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **Reproductive Loss Leave**

The Company will provide eligible employees with unpaid reproductive loss leave in accordance with California law.

Employees who have been employed for at least 30 days will be provided with up to 3 (three) paid and 2 (two) unpaid days of reproductive loss leave following a reproductive loss event.

Employees who experience more than one (1) reproductive loss event within a 12-month period are limited to unpaid 20 days of reproductive loss leave in a 12-month period.

For purposes of this policy, a reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction via artificial insemination or an embryo transfer.

Leave may only be taken on regularly scheduled workdays. Leave does not need to be taken on consecutive days. Leave must be completed within three (3) months of the reproductive loss event, except that if the employee is on some other leave from work prior to or immediately following a reproductive loss event, the reproductive loss leave is available for use during the three (3) months following the end date of the other leave.

Reproductive loss leave is unpaid, except to the extent the employee is eligible for paid leave for these purposes under other Company policies. The employee may elect to use accrued vacation/PTO or sick leave to receive pay during any unpaid leave taken under this policy.

Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with the employee's reproductive loss leave entitlement.

Employees must inform their supervisor prior to commencing reproductive loss leave. The Company will maintain the confidentiality of any employee requesting leave under this policy including information provided to the Company related to a request for leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

# Volunteer Civil Service Leave

Employees required to perform civil service duties, as defined below, will be provided with an unpaid leave of absence when required to perform emergency duty.

- 1. Volunteer firefighters
- 2. Reserve peace officers
- 3. Emergency rescue personnel, defined as any person who is an officer, employee or member of:
- A fire department, fire protection or firefighting agency of the federal government, California State government, local government, special district or other public or municipal corporation of political subdivision of California
- 5. An officer of a sheriff's department, police department or private fire department.
- 6. Members of disaster medical response teams sponsored or requested by the State.

Employees must inform their manager as soon as they become aware of the need for such a leave of absence.

# **Military Leave**

Employees will be given necessary time off when required to fulfil military obligations of any branch of the Armed Forces of the United States. Employees must inform and Executive Director present the military orders as soon as received and provide advance notice, unless made impossible by military requirement, so proper arrangements may be made.

Employees qualifying for Military leave will be provided with unpaid time off in accordance with State and Federal wage and hour laws. Employees may elect to apply vacation time upon making a written request.

Employees will be reinstated upon completion of Military service in compliance with Federal and State Laws such as Uniformed Service Employment and Reemployment Rights Act. Such laws may impose timing requirements, therefore; it is important that the employee maintain communication with the employer on anticipated leave and return dates.

# **Military Spouse Leave**

When 25 or more employees are employed, qualified employees will be eligible for an unpaid leave of absence of up to ten (10) days when a qualified military servicemember spouse is on leave from deployment during a period of military conflict.

To be eligible for Military Spouse Leave employees must:

- Be the spouse or registered domestic partner of a qualified servicemember,
- Work an average of 20 or more hours per week,
- Provide notice of his/her intention to take the leave, within two business days of receiving official notice that the servicemember will be on leave from deployment and
- Submit written documentation certifying that the servicemember will be on leave from deployment during the time the leave is requested.

Employees will not be retaliated against for the use of Military Spouse Leave and will be returned to their position when leave is exhausted.

Exempt employees will be paid in accordance with federal and state regulations.

# **Civil Air Patrol Leave**

The District will provide up to 10 days of unpaid leave per year to employees who are members of the California Wing of the Civil Air Patrol. To be eligible, the employee must have worked for the District for at least 90 days immediately prior to taking leave; the employee must be a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force (commonly known as the Civil Air Patrol); and the employee must have been duly directed and authorized to respond to an emergency operational mission, (within or outside of the state) of the California Wing of the Civil Air Patrol.

Eligible employees will be provided not less than 10 days of unpaid leave, per calendar year. Civil Air Patrol leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental agency that authorized the emergency operational mission and the extension of the leave is approved by the District. Eligible employees are required to provide the District with as much notice as possible of the proposed leave dates. The District may require the employee to submit certification from the Civil Air Patrol authority of the need for time off. The District will allow an eligible employee to use accrued paid leave benefits during the leave and the employee will be reinstated to the same or equivalent position at the conclusion of the leave.

# Bone Marrow & Organ Donor Leave

The District will grant up to 30 business days of paid leave, and 30 business days of unpaid leave within a one-year period for an employee to donate an organ and 5 business days of paid leave within a one-year period for employees who donate bone marrow. The one-year period is calculated from the date the leave begins.

This leave will not be considered a break in service for purposes of the salary adjustments, sick leave, PTO, or length of service. The District will maintain the employee on its group health coverage during the leave.

In order to qualify for this type of leave, an employee must have been employed for 90 days and provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. If, at the time an employee takes this leave, the employee has any accrued but unused vacation or sick leave, the District can require that this accrued leave be credited against the 5-day bone marrow transplant leave. However, the District will only credit a maximum of two weeks of sick or vacation time with respect to organ donor leave.

When the leaves end, the District will restore the employee to the position held by the employee when the leave commenced, or to an equivalent position. The District will not interfere with or retaliate against an employee taking organ or bone marrow donation leave.

## Personal Leave of Absence

The District views each employee as essential to the operations of daily business. For this reason, no automatic personal leaves of absence are provided by the District. A request for a personal leave of absence will be considered on a case-by-case basis. Important factors in determining whether the request will be granted include the employee's length of service to the District, existing workloads, the job position of the employee, and the reason for the request (with sicknesses and emergencies beyond the control of the employee being considered more favorably). A personal leave of absence will be granted only after the employee's accrued vacation benefits have been exhausted. No personal leave of absence shall exceed four (4) weeks. (The exception to this limitation is a disability (non-pregnancy) leave of absence, which will be evaluated according to applicable state and federal law.)

During a personal leave of absence, no benefits, including health insurance benefits, will accrue. The employee should check the applicable insurance policy and other plan documents for the extent of coverage or conversion provisions or restrictions imposed.

The District will make reasonable efforts to return an employee on a personal leave of absence to the same

or similar job held prior to the leave, subject to the District's staffing and business requirements. If an employee's former position is unavailable when he/she is ready to return from an approved leave, every effort will be made to place the employee in a comparable position for which he or she is qualified. If such a position is not available, the employee will be offered the next suitable position for which he or she is qualified that becomes available, which may result in a decrease in pay.

An employee requesting a Personal Leave must provide a written request one month in advance of the first day of requested leave.

## Workers' Compensation

Employees must report immediately all job-related injuries to their manager, regardless of the severity of the injury. In accordance with state law, the District provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include: medical care; monetary benefits to replace lost wages; and assistance to help qualified injured employees return to suitable employment. To ensure receipt of any workers' compensation benefits to which an employee is entitled, the employee must:

- <u>Immediately</u> report any work-related injury, illness or accident to his/her manager;
- Seek medical treatment and follow-up care (if required), with the health care provider designated by the District; and
- Complete a written Employee's Claim for Workers Compensation Benefits (*DWC 1 Form*) and return it to the Executive Director.

Upon submission of a medical certification that an employee is able to return to work after a worker's compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on Workers' Compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the District's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

Workers Compensation Leave will run concurrent with any other applicable leave of absence such as FMLA, CFRA or any others in accordance with federal and state regulations.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the District's obligations to the employee may include reasonable accommodation, as governed by the Fair Employment & Housing Act and/or the Americans with Disabilities Act.

The Corporation provides medical treatment for work-related injuries through a medical provider network that the Corporation has chosen to provide medical care to injured employees because of their experience in treating work-related injuries. This information is posted in the employee break room.

## State of California Insurance Programs

California State Disability Insurance ("SDI") is funded by deductions from your paycheck as required by law. This entitles you to receive certain wage replacement benefits for non-job related illness and injuries. Employees who are absent because of their own disability may be eligible for SDI benefits.

Paid Family Leave ("PFL") is a state-mandated insurance program within the SDI program. It applies to employees at companies of any size to provide them with partial wage replacement for up to eight (8) weeks

in any twelve-month period while they are absent from work to care for a sick child, parent, spouse, registered domestic partner, or for the birth, adoption, or foster care placement of a new child of the employee or of the registered domestic partner. Like SDI, PFL does not create the right to a leave of absence and does not require the employer to create a leave of absence policy or guarantee reinstatement rights other than those already mandated by law.

The District is required by law to withhold taxes which fund these programs from all employees' paychecks.

Contact the Executive Director for more information on the SDI and PFL programs. These programs are administered by the Employment Development Department. More information can be found at www.edd.ca.gov.

# EMPLOYMENT ADMINISTRATION

# **Introductory Period**

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude, and overall interest in your job will be assessed. Employees who fail to demonstrate the expected commitment, performance, and attitude may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the "at-will" employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the District has the same right.

During the introductory period, you may not be eligible for certain District benefits.

As a result of an excused absence during your introductory period or for other reasons identified by management, the District may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

# **Attendance and Punctuality**

Regular attendance and punctuality are expected of all employees. We count on you to be present at work during your assigned shifts, unless you have been excused or there is an emergency or unexpected illness or injury. Your absence will be considered "excused" only if you have received prior approval from your supervisor to use your available leave time to cover your absence or your absence is protected under applicable law. You are to remain on duty except during meal and rest periods. Doctor appointments and/or other personal matters should be scheduled during non-work hours whenever possible.

If the need for an absence is foreseeable, you must provide reasonable advance notification. If you will be unexpectedly absent for any portion or all of a workday for any reason, you must notify your supervisor at least one (1) hour prior to your starting time, or as soon as possible in light of the circumstances. If your supervisor is not available, you must speak to Executive Director or Director of Finance. It is not acceptable to leave a voice mail message or send a text or email except in emergencies. You must personally speak with a manager. If you have to leave a voice message because you cannot reach anyone, you must make a follow-up call within the next two-hours, except in emergency situations.

If you are absent more than one (1) day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. If you are absent for three (3) consecutive days without proper notification, we will assume that you have voluntarily resigned your position.

Subject to applicable law, we may require a doctor's certificate for any absence due to illness or injury. We also may require a doctor's certification that you have been released to return to work before you are permitted to return after an illness or injury.

You should not automatically assume that an absence is permissible merely because you have sufficient paid time off benefits available to cover all or a portion of your absence. We may determine that your absences are excessive if, based upon all the facts and circumstances, it is found to be disruptive to the District, your co-workers or our customers or to cause an undue hardship to the District.

Excessive unauthorized absenteeism or abuse of this policy negatively impacts your job performance and may result in disciplinary action, up to and including termination. Absences protected by local, state and

federal law, including paid sick time, do not count as a violation of the attendance policy.

## Performance Management throughout Employment

The District uses disciplinary action to counsel and coach employees such as when for example their work performance, behavior, conduct, attitude and/or compliance with safety rules or other workplace guidelines is unacceptable. Disciplinary action is used to ensure that there is clear communication to the employee regarding: (1) the performance deficiency, problem or issue; (2) the District's expectation that the deficiency or problem will be promptly remedied; and (3) the consequences to the employee if the performance deficiency, behavioral problem or workplace issue is not adequately and timely remedied. Disciplinary action will be documented, verbal discipline may not require the signature of the employee, written disciplinary action will be presented to the employee and the employee will be asked to sign acknowledging receipt of a copy of the discipline. Disciplinary action records will be retained in an electronic and/or paper format.

Management reserves the right and sole discretion to determine the appropriate level or action taken based upon many factors. In some circumstances, termination may occur without any form of prior disciplinary action.

# Performance Reviews

Employees may receive a performance review upon completion of the introductory period, then once each year. The performance review will be a reflection of performance, adherence to policy and contribution to The District during the prior 12 months. Both employee successes and deficiencies will be identified during the performance review.

Your performance evaluation may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work behavior, and your behavior toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in wages or promotions. Wage increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance.

After any review, you will be asked to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## **Continuing Education**

The District encourages continuing education for its employees. The District may contribute to the cost of such education. The employee must receive written approval from the Executive Director prior to registering for any such education or program if the employee would like the District to consider contributing to the cost of the program.

# **Employee Records**

Information in employee files is a confidential record of their employment with District and is the property of the District. The contents of employee files are not available to any sources outside the District unless authorized by the employee in writing or if required by law, e.g., in response to a subpoena.

Upon written notice, an employee is allowed to review his or her own employee file in the District's office and in the presence of the Director of Finance or a designee of the Director of Finance. Alternatively, an employee may request a copy of his or her own employee file. You may be charged the actual cost for copying your employee file. In terms of timing, a current or former employee will be permitted to inspect/obtain a copy of his/her employee file within 30 calendar days from the date the written request is made.

# **Employee Data Changes**

It is the responsibility of each employee to advise payroll of any change in name, address, telephone number, marital status or registered domestic partner status, name(s) and number(s) of dependents, and individuals to be contacted in the event of an emergency. If employee information changes, a new form W-4 and an employee data sheet should be filed so that the personnel records can be updated.

## Expense Reimbursement

The District will reimburse employees for any out-of-pocket expenses reasonably incurred on behalf of the District. Employees must receive prior approval before incurring such expenses. Receipts and an expense report must be submitted for reimbursement. Please refer to the Expense Reimbursement Policy.

## **Employment References and Verification**

All requests for employment references and verification must be directed to the Director of Finance. No other manager, supervisor, or employee is authorized to release references or any employment information regarding current or former employees.

By policy, the District discloses only the dates of employment, the title of the last position held, and whether the employee is currently employed. The District complies with lawful employment information requests by taxing authorities, government agencies, and law enforcement.

## Workplace Search Policy

The District may provide office furniture and electronic devices including, but not limited to, computers, cellular phones/camera phones and handheld wireless devices for the convenience and use of its employees at District's expense. Employees should remember that all such equipment remain the sole property of the District. Accordingly, the District reserves the right to conduct random or periodic searches for work-related purposes, including searches for unauthorized possession of District property and for illegal drugs, alcohol, or contraband on the District's premises. Such searches may be of District property, such as desks, file cabinets, and office equipment, and/or of an employee's personal property on District's premises, such as purses, backpacks, briefcases, and vehicles, if reasonable suspicion exists to warrant the search. If an employee has personal property that he or she prefers to keep private, the employee should not bring that property into the workplace and should not have that property in his/her car that is driven to the worksite. Furthermore, the District reserves the right to review and/or record all data or phone calls maintained on electronic equipment including computers, land lines, the voicemail system, cell phones, PDAs, notebooks, laptops and/or notepads owned by the District.

Such an inspection can occur at any time, with or without advance notice or consent, and will be limited to the extent necessary to affect the work-related purpose for the search. Such an inspection may be conducted during, before or after working hours by any manager or person designated by District management. Results of the search will only be disclosed to those persons within the District who have a business need to know or otherwise to the extent required by law. Employees who fail to cooperate in any inspection will be subject to disciplinary action, including possible suspension or discharge. The District is not responsible for any articles that are placed or left in a desk or elsewhere on District premises that are lost, damaged, stolen or destroyed; or for any data lost or deleted from a computer or disk. Therefore, employees are discouraged from bringing large sums of cash or other valuables with them to work.

The District may conduct electronic surveillance through the use of visual recording devices for loss prevention and risk management purposes.

# **Electronic Communications and District Provided Technology**

The District provides various forms of electronic communication, including, but not limited to, e-mail, Internet

access and voicemail. These devices are provided for each employee in communication with others at the District and externally to help improve productivity, shorten the decision-making cycle, and meet the needs of our customers. All electronic devices, including software and hardware, remain the sole property of the District and are intended for District business.

Employees should have no anticipation of privacy with respect to District-provided voice mail, email, text-messages, instant messages, or any other computer or electronically based communications – regardless of whether such information is stored on the District's systems or by an outside provider. All systems and all information on those systems can be accessed, recorded and reviewed by management without prior notice at any time and for any reason.

No programs/applications may be uploaded or downloaded into District systems without the permission of the IT Department. This rule protects the District in two important respects: first, it helps avoid licensing issues; second, it protects District data from the importation of unwanted viruses and/or inappropriate material.

Any use of these systems which are not work-related including, but not limited to, instant messaging, blog review or maintenance, personal email, message board participation, electronic social networking (i.e., Facebook, Snapchat, YouTube, Twitter, Instagram) and photo sharing is which violates any workplace policy is prohibited. The District reserves the right to inspect the usage of these electronic communications/ media, even though such usage is not during work time.

Electronic communications/media may not be used in any manner (including accessing and viewing) that would be discriminating, harassing or obscene, or for any other purpose which is illegal or against District policy.

# Personal Property

The District is not liable for damage, loss or security of personal property. Personal items of monetary or emotional value should not be brought into the work area.

# EMPLOYEE CONDUCT

# **Community Relations**

Community relations are critical. Our community includes customers, program participants, vendors, partners, etc. Without satisfied community members, the District's reputation, integrity, and our positions are in jeopardy.

Employees are expected to be polite, professional, courteous, prompt, and attentive to every community member. If you encounter an uncomfortable situation that you do not feel capable of handling, you should call your supervisor immediately.

Community members are to be treated courteously and given proper attention at all times. Never regard a community member's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person by telephone or by email, promptly and professionally.

All correspondence and documents, whether to community members or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a community member. If a problem develops, or if a member remains dissatisfied, follow department procedure and/or ask your supervisor or manager to intervene.

# **Conflicts of Interest**

Employees are not to place themselves in a position which conflicts with the interests of the District. This not only includes publicly speaking on behalf of the District without authorization but also receiving gifts, gratuities, favors, fees, compensation, or discounts which, if known, would be viewed as a kickback or inducement for inappropriate conduct. Outside employment may be permitted, excluding instances that may conflict or interfere with the interests of the District. Any violation of this policy may lead to discipline up to and including termination.

# Personal Relationships in the Workplace

The District may employ a relative, cohabitant, or person in a dating relationship with an employee, provided that the individual possesses the required qualifications for employment. However, those persons will generally not be given work assignments which require one to direct, review, evaluate, or process the work of the other, or which permit one to have access to the personnel records of the other. Additionally, the relationship cannot inhibit or distract either employee from being able to complete their job.

The District is committed to maintaining a professional work environment where their supervisors treat all employees fairly and impartially. Accordingly, supervisors are not allowed to date, or become romantically or intimately involved with, employees who report to them directly or indirectly. Also, spouses and immediate family members are prohibited from working in job positions where they directly report to, or are reported to, by their spouses or family customers.

Therefore, the District asks that if you become romantically involved with another employee that you disclose your relationship to an appropriate supervisor with whom you feel comfortable. This information will be kept as confidential as possible. For purposes of this provision, "romantically involved" will be interpreted broadly.

# **Confidential Information**

The protection of confidential, proprietary business information and trade secrets is vital to the interests and success of the District. Such confidential information includes, but is not limited to, the following examples:

- ✓ Client and consumer proprietary, secret or personal information
- ✓ Financial information of the District or clients
- ✓ Marketing strategies and information related to strategic planning
- ✓ Pending projects and proposals
- Proprietary production processes, patent and trademark data
- ✓ Personnel/payroll records
- Internal communications related to District proprietary information
- ✓ Information obtained about a customer or a customers' business or business practices

Confidential information about the District and its customers, employees, managers of the business, directors, and officers should not be divulged to anyone unless that person has a clear right to have the information. When in doubt whether certain information is or is not confidential, prudence dictates not to disclose without first clearly establishing that such disclosure is authorized. The basic policy of caution and discretion in handling confidential information extends to both internal and external disclosure. Confidential information available to one employee of the District should be shared with other employees only when a legitimate business need to know exists.

In addition, the posting on the Internet of confidential information, trade secrets or proprietary information is forbidden, including in blogs and in e-mail communications.

No data, documents or information regarding the business of the District should be removed from the premises except as necessary to accomplish a specific District purpose. When the need to use or reference such documents is completed, such documents and all copies thereof should be returned to the offices of the District. Upon termination of employment, all information and data of the District must be returned. Any copies or electronic storage of District data must be destroyed and deleted. Use of such information or data for any purpose other than the specific business of the District is strictly prohibited.

Employees accessing business information remotely must take all reasonable precautions to ensure that no business information is viewed or accessed by non-employees, including family members or others sharing the employee's household. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

# The Public Records Request Act

As a special District, the RCD is subject to the Public Records Request Act, also known as the California Public Records Act (CPRA), a state law that provides the public with the right to access certain government records. Under the CPRA, individuals have the right to request and obtain copies of public records held by state and local government agencies, with certain exceptions and limitations.

The CPRA applies to a wide range of government entities, including state agencies, county offices, city governments, school districts, and other public entities. It covers records such as emails, memos, reports, contracts, and other documents created or received by these agencies in the course of their official duties. As such, employees should maintain professional and respectful communication at all times.

# **District Use of Employee Personal Information**

The District collects personal and employment information on applicants and employees to comply with state and federal laws requiring employers to maintain records, to process payroll, to administer health insurance benefits and/or retirement plans, and to manage employee job performance.

# **Solicitation**

Persons who are not employees of the District shall not be allowed to solicit for any reason, whether on behalf of clubs, charities, political parties, labor unions, religious organizations, or for any other purposes, on District premises. Any employee who observes an outsider soliciting on District premises must immediately report the occurrence to management. No employee shall use working hours (working hours shall not include meal periods and rest periods) to solicit other employees who are on working time for any reason. No solicitation materials of any type may be passed out by any employee, or sent electronically, at any working areas at any time or in any non-working areas during working time.

# Use of Telephone

The District's telephones are intended for the use of serving our customers and in conducting the District's business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit incoming personal telephone calls during working hours.

# **Cell Phone Policy**

While at work, employees are expected to exercise discretion in using mobile devices. Personal calls or other communication or mobile device activity during work hours can interfere with employee productivity, safety and may be distracting to others. Employees are encouraged to make any necessary personal calls or handle other mobile device activity during breaks and meal periods and to ensure that friends and family members are aware of the District's policy. Mobile devices may not be used to defame, harass, intimidate or threaten any other employee, customer or other individuals employees may come into contact with while working. Employees, customer, or other individuals the employee may come into contact with while working. The District will not be liable for the loss or destruction of personal cellular phones brought into the workplace.

# **Remote Work Policy**

Remote work provides employees with an opportunity to work from an alternative work environment instead of in the primary location of the District. Remote work must be pre-approved by an employee's supervisor. The District retains the right in its sole discretion to designate positions that are appropriate for remote work and approve employees for remote work. Please see the Remote Work Policy for more information.

# **Dress and Appearance**

The District's image and the nature of our work call for cleanliness and observance of the rules of good hygiene. Presenting a neat, well-groomed appearance is important because employees represent the District. All employees are to be well-groomed, neatly attired and dressed appropriately for our business and the employee's position in particular. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. No dress code can cover all possibilities, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. Employees are also expected to conduct themselves in an orderly and considerate manner. Your language, attire and grooming should be in keeping with the District's business atmosphere.

## STANDARD FOR DRESS:

a) All employees will dress in <u>Business Casual Attire</u> at all times when not scheduled to work directly on farming duties. When scheduled to work on farming duties, <u>Professional Casual Workwear</u> should be worn at all times. Moderation is the basic standard to be adhered to by all employees in or out of the office at any time while conducting District business.

- b) You are expected to dress appropriately for your workday.
- c) In the field, long jeans and/ or overalls must be worn. For office work, market, events, and meetings: jeans, slacks or skirts and conservative shirts or blouses must be worn.
- No revealing clothing such as: shorts, low-cut tops, midriff tops, low-rise jeans that expose midriff, etc.
- e) No tops that depict obscene or objectionable logos or political slogans should be worn.
- f) When representing the District, only t-shirts issued by the District depicting authorized logos, or those with no logos, should be worn.

## STANDARD FOR FOOTWEAR:

- a) For field work, sturdy and comfortable boots or tennis shoes with tread on the bottom should always be worn. Closed toe shoes must be worn on the farm at all times.
- b) For office work, market, events, and meetings: dress shoes or casual shoes should be worn, opentoe sandals (not beach flip flops) are permitted when appropriate.

The District permits employees to display tattoos or body piercings while working within the following guidelines. Factors that the District will consider determining whether piercings or tattoos may pose a conflict with the employee's job or work environment include:

- Personal safety of self or others, or damage to District property.
- Productivity or performance expectations.
- Offensiveness to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
- Corporate or societal norms.
- Customer complaints.

If the District determines an employee's tattoos or piercings may present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

To assure a safe and appropriate working environment, we will actively monitor these dress standards. If you do not comply with these requirements, we may ask you to leave work and return in proper attire, and you will not be paid for this time. We reserve the sole discretion at all times to determine whether your attire is appropriate for the workplace.

This policy is not intended to discriminate against or treat individuals differently on the basis of hairstyles, hair textures, and/or other traits historically associated with race. Consult your supervisor if you have any questions about appropriate business attire.

The District recognizes the importance of individually held religious beliefs to persons within its workforce. The District will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to Executive Director.

# **District Equipment and Supplies**

As part of their jobs, employees will be using machinery, tools, and other equipment owned by the District.

Employees must handle the equipment carefully -- abusing equipment will not be tolerated. Employees must immediately report any problems concerning the safety or performance of District equipment and make every effort to maintain the equipment in good condition. District equipment must only be used for District-authorized work. Employees may not remove District equipment from the premises without prior authorization from a manager.

Only authorized persons may purchase supplies in the name of the District. No employee whose regular duties do not include purchasing shall incur any expense on behalf of the District or bind the District by any promise or representation without prior written approval.

# Social Media Policy

The District understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

#### Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, or app, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

## Know and Follow the Rules

Understand and follow the policies regarding workplace conduct and communications contained in this Employee Handbook. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

#### Be Respectful

Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your coworkers or by utilizing our management's open-door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, creed, color, sex, gender, pregnancy, pregnancy-related medical condition, perceived pregnancy, age, national origin (including possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, religion, religious dress practices, religious grooming practices, physical or mental disability, sexual orientation, gender identity, gender expression, marital status, registered domestic partner status, genetic characteristics or genetic information, medical condition, military and/or veteran status, perceived membership in a category, association with an actual or perceived member of a category, and/or all other protected characteristics

#### Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Never post any information or rumors that you know to be false about the District, fellow employees, clients, customers, suppliers, or individuals working on behalf of the District or competitors.

## Post Only Appropriate and Respectful Content

Maintain the confidentiality of the District's trade secrets and confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how, technology, projects, client lists, or marketing plans. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow employees, customers, clients, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of The District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of RCD San Diego."

## Using Social Media at Work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager. Do not use your District email addresses to register on social networks, blogs or other online tools utilized for personal use.

#### Retaliation is Prohibited

The District prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

If you have questions or need further guidance, please contact the Executive Director.

# **Blogging Policy**

Employees are prohibited from engaging in blogging during work hours or while using District-provided equipment, technology, smartphone, tablet device, or any other technology provided to the employee for use during the employee's employment. Employees personal blogging (including but not limited to use of Facebook, Snapchat, LinkedIn, Instagram, Blogger, Tumblr, or any other blog, app, or website of any kind whatsoever) while not on working time and while not using District equipment should be aware that they must adhere to the District's confidentiality policy and that they must avoid the disclosure of trade secrets or other confidential information regarding the District. When you post something on the internet even after work hours, assume that everyone you know including the District, its management, and your colleagues at work will view it. Use common sense and your professional judgment.

Further, when sharing information about the District, you may be required to disclose you are an employee to comply with state and federal regulations.

## Media Communication

Employees are not authorized to engage in any form of communication with members of media or any publication on behalf of the District regarding District proprietary and/or confidential information unless they have received prior approval from the Executive Director. Employees are not to engage in directly providing

any statements or information to members of the media or any other publication relating to disclosure of District proprietary or confidential information. Only the Executive Director of the District is authorized to engage in such communication. Should an employee be asked to engage in such activity, they must refer the asking party to the Executive Director of the District.

## Smoking (Including Electronic Cigarettes) and Use of Chewing Tobacco

The use of tobacco or non-tobacco, but related products, including cigarettes, chewing tobacco and vapor or e-cigarettes, is only permitted in authorized and designated locations outdoors. Employees are strictly prohibited from using these products while conducting work at a customer location or when otherwise in the presence of a customer.

## Housekeeping

All employees are expected to keep their work areas and vehicles clean and organized. The way in which you maintain District vehicles and District property will be addressed during your performance review. Employees using common areas such as shared office spaces, lunchrooms, kitchens, and restrooms are expected to clean up after themselves. We appreciate the help of employees in maintaining the cleanliness of our facilities.

# **Bulletin Boards and Postings**

Bulletin boards may be used to provide various types of information pertaining directly to you and your job, including benefits, work schedules, business information, posters, and special notices. It is your responsibility to read the information that may be posted. Certain information changes frequently, so you should check the bulletin board on a routine basis. Only authorized personnel are permitted to approve postings and/or removal of postings.

## District Driver, Drivers Licenses, and Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record allowing for proper insurance coverage. Changes in your driving record must be reported to your manager immediately.

Employees are expected to abide by all motor vehicle rules and regulations, including use of handheld devices. Parking and moving violations are the responsibility of the employee. Moving violations, parking tickets and accidents must be reported immediately.

Should an accident occur, employee is to get to a safe location and call any emergency personnel as necessary. The employee must obtain the other driver's information to include name, address, and insurance information. An employee must report the accident to their manager immediately, when appropriate, after an accident. A police report should be filed, and the employee must provide information provided by the enforcement agency to their manager.

Employees are responsible for the cleanliness of the District vehicle and should perform weekly inspections of the vehicle to ensure safe and proper functionality. Any concerns about the vehicle must be reported immediately to a manager.

Only District employees are to be transported in District vehicles. Under no circumstance may nonemployees be transported unless it is a business purpose and permission has been obtained from the Executive Director.

Each operator and passenger in a District motor vehicle or anyone in a private vehicle used for District business must use seat belts while the vehicle is being operated on or off the premises of the District.

For safety and security, all District owned vehicles may be equipped with a Global Positioning System

(GPS). Such device may provide data regarding; location, speed, idle time, starting and stopping of the vehicle, etc. Questions concerning vehicle monitoring should be directed to the Executive Director. Questions concerning the proper use of any vehicles should be directed to your manager.

Any employee who abuses the privilege of driving District vehicles will be subject to corrective action, up to and including termination of employment. If necessary, the District will also advise law enforcement officials of any illegal conduct.

Smoking is prohibited in District vehicles.

Violations of this policy may result in immediate termination of your employment.

# Policy Against Texting and/or Emailing While Driving

Regardless of the circumstances, employees whose job responsibilities include regular or occasional driving may not use, send, read or review text messages, e-mails, access the internet or perform any other activity on a handheld device while driving. Employees who are charged with traffic violations resulting from texting, e-mailing or other use of a handheld device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will result in disciplinary action, up to and including termination of employment.

# **Additional Standards of Conduct**

Employees who violate any of the District's rules or standards of conduct shall be subject to disciplinary action, including the possibility of employment termination.

It is impossible to list all examples of conduct which would be considered inappropriate in the workplace. Some of the general types of actions which are inappropriate are listed below. This list is not intended to be comprehensive and is by example only:

- Falsification of employment records, employment information, or other District records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another's.
- Theft or deliberate or careless damage of any District property or the property of any employee or customer.
- Provoking a fight, fighting, or threatening violence during working hours or on the District's property.
- Carrying firearms or any other dangerous weapons on the District's premises at any time.
- Being under the influence of alcohol and/or drugs during working hours or at any time on the District's property, or possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace.
- Deliberate destruction of any District property or the property of any employee or client.
- Insubordination, including, but not limited to, the use of abusive or threatening language towards anyone, or the failure or refusal to perform work as requested.
- Excessive tardiness and/or absenteeism, or unreported absence from work.
- Unauthorized use of District equipment, time, materials, facilities, or the District's name.
- Sleeping on the job.
- Failure to observe work schedules, including rest and lunch periods.
- Engaging in criminal conduct whether or not related to job performance.

- Causing, creating or participating in a disruption of any kind during working hours or on the District's property.
- Failure to timely notify an available supervisor or manager when unable to report to work.
- Failure to obtain permission to leave work for any reason during normal working hours.
- Removing or borrowing the District's property without prior authorization.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress while working.
- Using abusive or profane language at any time on the District's premises.
- Violation of any safety, health, or security rule or any other District rules.
- Working overtime without authorization or refusing to work assigned overtime.
- Committing a fraudulent act or a breach of trust under any circumstance.
- Working for others during a leave of absence without advance written permission.
- Sexual or other unlawful or unwelcome harassment of co-workers, customers, or visitors.
- Unauthorized disclosure of District trade secrets or confidential information.
- Unsatisfactory performance or conduct.
- Violation of any policy in this Handbook.

Discipline, up to and including termination will be administered for a violation of these rules. The District reserves the right to utilize whatever disciplinary measures, including termination upon first offense, it deems appropriate under the circumstances. No statement in this list or elsewhere in the Employee Handbook is intended to or should be taken to affect the at-will employment relationship between the District and its employees. Similarly, no policy, statement or other language contained in this policy or elsewhere in this handbook is intended to unlawfully restrict an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

# WORKPLACE SECURITY AND ANTI-VIOLENCE

# Safety

The District is firmly committed to maintaining a safe and healthy working environment. All employees of the District are expected to be safety conscious on the job at all times and to comply with all safety and health requirements established by management or federal, state or local law. Managers are responsible for inspecting work areas, becoming familiar with all safety and health procedures, instructing employees in matters of health and safety, identifying unsafe conditions, and reporting any accidents.

Employees must report any concerns of unsafe conditions or hazards to a manager immediately, even if you believe you have corrected the problem. Employees must also immediately report any injuries in the workplace, regardless of how minor or insignificant the injury may appear. If you suspect a concealed danger is present on District premises, or in a product, facility, piece of equipment, process or business practice for which the District is responsible, bring it to the attention of a manager. The manager or designated individual will perform an assessment and arrange for the correction of any unsafe condition or concealed danger immediately.

To best protect the health and safety of our staff, employees are expected to stay at home when exhibiting any symptoms of illness. If an employee comes to work, and becomes ill, they are expected to inform their manager as soon as possible, and make any necessary arrangements. The District reserves the right to send home an employee who is exhibiting symptoms of illness, or has confirmed being ill, to protect the health and safety of others.

If required under applicable law, the District will have a written Injury and Illness Prevention Program (IIPP). If you have not reviewed a copy of this program, please contact Executive Director. It is your responsibility to read, understand and follow IIPP provisions applicable to your work assignment. The District also will conduct periodic safety meetings. The District also provides information to employees about workplace safety and health issues through training sessions, bulletin board postings, memoranda, and other written communications. If required under applicable law, the District will also maintain a written COVID-19 Prevention Program in compliance with California law, which is available for review by employees and/or authorized representatives.

All employees are encouraged to submit suggestions concerning safety and health matters. No employee will be discharged or discriminated against because of suggestions received. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, including termination of employment.

# Workplace Violence

The District is committed to providing and maintaining a workplace that is secure and free from acts or threats of violence. Security and safety in the workplace are each employee's responsibility. The security of our property and the welfare of our employees require that each employee be constantly aware of potential security risks.

All employees who are issued keys to the office are responsible for their safekeeping. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors and gates are securely locked, thermostats are set on appropriate evening and/or weekend settings, and all appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on District property after hours without prior authorization from the District.

In keeping with our commitment to provide a safe and secure workplace, the District has established a

Workplace Violence Prevention Program that provides "zero tolerance" for actual or threatened violence against co-workers, clients, visitors, and any other persons who are either on our premises or have contact with employees in the course of their duties. Compliance with this anti-violence policy is a condition of employment and will be evaluated together with other aspects of an employee's performance. Due to the importance of this policy, employees who violate its terms, who engage in or contribute to violent behavior, or who threaten others with violence will be subject to disciplinary action, possibly including immediate termination from employment.

Please refer to the Company's Workplace Violence Prevention Program for more information regarding internal response and reporting procedures for the below circumstances.

#### **Prohibited Behaviors**

The following included examples of prohibited behavior(s) will not be tolerated and are grounds for disciplinary action up to and including termination:

- ✓ The carrying of firearms, explosive devices, knifes or cutting devices other than those customarily used in the performance of an employee's job duties is prohibited.
- Threats of physical harm either implicit or implied are prohibited.
- Intimidation which includes behavior designed to inspire fear in a reasonable person by an implied or direct threat of violence is prohibited.
- ✓ Acts of or threats of violence by any employee are strictly prohibited.
- ✓ Intimidation or threats intended to pressure a person not to report possible violations of this policy are also prohibited.

Similarly acts or threats of violence by non-employees against employees of the District will not be tolerated and appropriate action will be taken.

#### Identifying Potentially Violent Situations

If you ever have concerns about a situation which may turn violent, alert any manager immediately. It is better to err on the side of safety than to risk having a situation escalate.

The following are warning indicators of potential workplace violence which must be reported to management:

- ✓ Intimidating, harassing, bullying, belligerent, or other inappropriate and aggressive behavior.
- ✓ Numerous conflicts with customers, co-workers, or managers.
- ✓ Bringing a weapon to the workplace (unless necessary for the job), making inappropriate references to guns, or making idle threats about using a weapon to harm someone.
- ✓ Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides.
- Statements indicating desperation (over family, financial, and other personal problems) to the point
  of contemplating suicide.
- Direct or veiled threats of harm.
- Substance abuse.
- ✓ Extreme changes in normal behaviors.

## Reporting

Each verbal or physical threat of violence must be treated seriously and reported immediately to your manager. Where a violation of this policy is found, appropriate corrective action will be taken. In situations where you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance should be sought immediately. Employees can report violations of this policy and

raise any questions regarding their obligations under this policy without fear of reprisal of any kind.

- Please report any information related to the prohibited behavior listed above.
- 1 Please report if you feel threatened or under threat by any other District employee, vendor or customer.
- Please report if you have heard of or witnessed another employee feeling threatened or being threatened by any other District employee, vendor or customer.
- Please report any work areas where you feel a lack of adequate lighting is a security concern.
- 1 Please also report immediately if a perceived lack of security is preventing you from being able to do your job.

This policy is also intended to promote workplace security by addressing situations in which outsiders come onto the property. Be aware of persons loitering on the property for no apparent reason. Immediately notify your manager and/or the Executive Director or the police department when unknown persons are acting in a suspicious manner on or around the property. Immediately notify your manager when any keys or security passes are lost or misplaced. Promptly report to your manager all incidents occurring on the property so that appropriate action can be taken.

Do not enter an area where you feel under threat or where lack of lighting causes you concern. Your security is paramount. Never put yourself in a dangerous situation. Report any security concerns you have to management.

### If a security situation arises that causes you to feel that you, other employees or our customers are in imminent danger call 911.

#### Robbery

Our number one priority is the safety of our employees and customers. If being robbed while at the office or any other location while on work time, follow the below guidelines:

- 1. Stay calm.
- 2. Do not resist. Do nothing that will put you or others at risk.
- 3. Do not argue.
- 4. Obey the robber's orders.
  - Let the robber know that you intend to obey.
  - ✓ If you are not sure of what the robber is telling you to do, ask.
- 5. Give the robber the money and/or items demanded.
- 6. Do not make any sudden moves. If you must reach for something or move, tell the robber what to expect.
- 7. Do nothing that will agitate, threaten, surprise, or startle the robber.
- 8. Do not chase or follow the robber. (This includes customers who walk out without paying.)
- 9. Focus on remembering details about the individual:
  - Hair color and length
  - Age, height, weight and voice ✓
  - ~ Clothing
  - ✓ Distinguishing marks; e.g., tattoos, scars
  - Noticeable traits; e.g., limp, accent, glasses, left or right-handed
  - What did he/she touch so you can preserve it for fingerprints?
  - Do not touch anything that may have fingerprints
- 10. Call the police. Do not hang up until they tell you to do so.

## **Recovery Periods**

Employees working in outdoor temperatures shall take recovery periods and seek shade and water as necessary to avoid heat illness. Should you have any questions regarding recovery periods or heat illness, speak with your manager.

# DRUG AND ALCOHOL POLICY

The purpose of this policy is to:

- Show our responsibility and commitment to ensure a safe and healthy workplace for all staff.
- Ensure that the staff at the District can work in an environment free of alcohol and drug use or abuse.
- Outline the District's expectations and requirements for creating and maintaining an alcohol and drug free work environment, and for dealing with substance abuse in the workplace.
- Provide an opportunity to staff members with a substance use problem to get well rather than provide grounds to terminate the employment.
- To establish and maintain a safe, healthy working environment for all employees;
- To ensure the sound reputation of the District and its employees within the community and the industry;
- To reduce the number of injuries to persons or property; and
- To reduce absenteeism and tardiness and to improve productivity.

This policy applies, at the workplace, to all staff members of the District and includes visitors and subcontractors inside and outside of normal scheduled working hours.

All individuals working at the District are expected to report fit for duty for scheduled work and be able to perform assigned duties safely and acceptably without any limitations due to the use or after-effects of alcohol, illicit drugs, non-prescription drugs, or prescribed medications or any other substance.

Off the job and on the job involvements with alcohol or drugs can have adverse effects upon the workplace, the integrity of our work product, the safety of other staff, the wellbeing of our staff families, and the ability to accomplish the goal of an alcohol and drug free work environment. The District therefore wants to emphasize that it has zero tolerance for staff who arrive at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by the consumption of alcohol or drugs, or who consume alcohol or drugs on District property.

From time to time, the District may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

The District strictly prohibits the use, making, sale, purchase, transfer, distribution, consumption, or possession of drugs or alcohol on District property on or off the clock. To this end, the District reserves the right to conduct searches for drugs or alcohol, including, but not limited to, searches of lockers, desks, packages, etc. which are on District property or in a District facility. Any drugs or alcohol found as a result of such a search will be confiscated and the occupant or user of the object searched will be subject to disciplinary action, up to and including termination of employment.

#### AB 2188 - Marijuana Use

You may not consume or be under the influence of marijuana while on duty or at work.

The Company does not discriminate against employees solely on the basis of their off-duty use of marijuana, in accordance with AB 2188. The Company also does not discriminate against employees based on a drug test that finds the employee to have non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids, in accordance with AB 2188.

The requirements of AB 2188 as outlined in this policy do not apply to any employee in the building and construction trades; applicants and/or employees whose positions require them to go through a federal background investigation or security clearance; or applicants and/or employees who under state or federal laws must be tested for controlled substances as a condition of employment, receiving federal funding or federal licensing, or entering into a federal contract.

## **Roles & Responsibilities**

It is the responsibility of all staff to identify concerns about an individual's immediate ability to perform their job and take appropriate steps. Where necessary, they will advise a supervisor who will remove any staff member who is suspected of breaching this policy from District premises, pending investigation and a decision on appropriate consequences including potential disciplinary action.

Here is some guidance on how to administer this policy; however, not every situation can be predicted.

- If a staff member, visitor or contractor arrives at the workplace, (on District property) and you have reasonable cause to suspect that they are under the influence of alcohol or drugs, the supervisor shall immediately remove him/her from the work environment. If you have any doubt about whether they are, or are not impaired, you should err on the side of caution and remove him/her from the work environment.
- Unexpected circumstances can arise when an off-duty staff member is requested to work. It is the staff member's responsibility to refuse the request and ask that the request be directed to another person if the member is under the influence of alcohol or other drugs.
- 3. Staff who are prescribed medication are expected to ask their doctor if the medication will have any potential negative effect on job performance. They are required to report to their team leader if there is any potential risk, limitation or restriction for whatever reason that may require modification of duties or temporary reassignment, and provide appropriate medical verification on any restrictions in performance of their duties.
- 4. If a staff member or contractor believes an employee in a more senior position is in violation of this policy, they are encouraged to get a second opinion where possible. They are also expected to notify their leader or production manager.
- 5. In support of those who may have developed or are developing the disease of chemical dependence, all employees and contractors are required to document and report any violations of this policy. Any staff member, co-worker, contractor or supervisor not complying with this is enabling the dependence. Enabling behavior leads to ongoing health and safety concerns for an addicted individual and those around him or her.

It is the intent of the District to promote a safe, healthy and productive work environment for all employees. The District recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. It is the objective of the District to have a workforce that is free from the influence of controlled substances (illegal drugs) and alcohol during work hours and at all times on District premises. The term "District premises" includes all property, facilities, land, buildings, structures,

automobiles, trucks and all other vehicles, whether owned, leased or used by the District or its affiliates or subsidiaries.

## Substance Abuse

The following rules represent the District's policy concerning substance abuse:

- The unlawful possession, manufacturing, distribution, dispensation or use of any controlled substance is inconsistent with the District's objective of operating in a safe and efficient manner and is strictly prohibited. Accordingly, no employee shall engage in the unlawful possession, manufacture, distribution, dispensation or use of any controlled substance (illegal drug) during working hours or at any time on District premises. No employee shall report to work or continue to work while under the influence of any drug whose manufacture, sale, dispensation, distribution, use or possession is unlawful.
- ✓ No employee shall use or have in his or her possession on District premises any prescription medication other than medications currently prescribed by a physician for the employee.
- The consumption of alcoholic beverages by employees engaged in the operation or maintenance of District equipment and/or facilities is inconsistent with the objective of operating in a safe and efficient manner. Accordingly, no employee shall use or possess alcoholic beverages on District premises or during working hours except with the prior written authorization of the Owner of District. No employee shall report to work or continue to work under the influence of alcoholic beverages. No alcoholic beverages shall be served at any District function without the prior written authorization of the Owner.
- The use of marijuana, with or without a prescription or recreational, on or in District property, during working hours or reporting to work while under the influence of marijuana will not be tolerated.
- ✓ Lockers, desks, storage areas and District vehicles are District property and must be maintained according to District standards. All such areas must be kept clean and are to be used only for workrelated purposes. The District reserves the right, at all times and without further notice, to have District representatives conduct inspections of any or all employee lockers and other District property for the purpose of determining if this Policy has been violated.
- All vehicles and containers, including bags, boxes, purses, lunch pails, brought onto District premises are subject to District inspection at any time a District representative authorized by District to make such a determination has a reasonable suspicion that a District rule, policy or regulation has been violated and such an inspection is reasonably necessary in the investigation of such violation(s). Such inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the employee. Inspections will be done in a private area, and will be conducted by a member of the same sex. An employee who refuses to consent to such an inspection may be subject to disciplinary action up to and including termination.

# **Drug Testing**

# "Reasonable Suspicion" Based Testing

If the District has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol or (2) has used drugs or alcohol on District premises or during working time, the employee may be directed to undergo an immediate drug and/or alcohol test at an independent licensed laboratory or on District premises to determine his/her fitness for duty.

Testing methods include, but are not limited to: urine testing, breath test and/or saliva testing or other methods needed necessary per the situation and in compliance with Federal, State and Local regulations and as further dictated by other parties such as if law enforcement should be involved.

A reasonable suspicion may be based upon the employee's appearance, abnormal coordination, conduct and/or behavior (including, but not limited to, slurred speech, bloodshot eyes, unstable movement, inability to comprehend and respond to questions, physical symptoms of alcohol or drug influence, lapses in performance, and/or the smell of alcohol on one's breath or person). It can also include abnormal work performance, safety or attendance problems, dangerous safety accidents, or upon other factors constituting reasonable suspicion. Confidentiality of test results will be strictly maintained, with disclosure being made only to those with a need to know. Failure to test or failure to cooperate with and/or timely submit to a test will result in immediate termination.

#### Reasonable suspicion-based testing may also be directed when an employee is involved in:

- Any accident. If the employee works in a position where an accident may put the public, the employee, or a co-worker in danger of serious harm, then the employee may be tested after any accident. An example of such a position may include but is not limited to a truck driver. If the employee is not employed in such a position, testing as a result of an accident will occur when the accident results in any of the following: (1) the death of a person; (2) permanent or partial disability; or (3) a personal injury requiring medical attention away from the scene of the accident; or (4) damage to District property, unless the District has determined that, without any dispute, the incident is totally the fault of others; or
- Any industrial injury. An employee injuring himself or herself on the job or causing injury to another
  person (employee or third party) shall constitute reasonable suspicion when substance abuse may
  have been a contributing factor and shall be a basis for requiring the employee to be tested for
  drugs and alcohol.
- Any physical or verbal altercation. Any physical or verbal altercation with another employee or with
  a non-employee during working hours or at any time on District premises unless the District has
  determined that, without any dispute, the incident is totally the fault of others.

Refusal to cooperate fully in drug and/or alcohol testing procedures under the circumstances described above will result in immediate termination. If the District directs an employee to undergo drug or alcohol testing based upon a reasonable suspicion, the employee will be placed on unpaid leave from the time of the initial testing until test results are received and reviewed by the District. In the event drug and alcohol screen results are negative, the District will convert the unpaid leave to a paid leave. The District has a Zero Tolerance Drug and Alcohol Policy. It is the intent of the District to promote a safe, healthy and productive work environment for all employees. The District recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. It is the objective of the District to have a workforce that is free from the influence of controlled substances (illegal drugs) and alcohol during work hours and at all times on District premises. The term "District premises" includes all property, facilities, land, buildings, structures, automobiles, trucks and all other vehicles, whether owned, leased or used by the District or its affiliates or subsidiaries.

# END OF EMPLOYMENT

#### **Resignations**

Employees are encouraged to provide as much advance notice of their decision to resign as possible under the circumstances. Although employees have the same right as the District to terminate the employment relationship at will, at any time, the District would appreciate at least ten (10) working days' notice of an intention to resign wherever it is possible to do so, in order to prepare final documents and identify and train a replacement. Employees should understand, however, that circumstances may exist where the District may exercise its right to accept a resignation immediately and to accelerate the final date of employment.

#### Final Pay

All employees terminated by the District or who terminate their employment with 72 hours' previous notice of their intention to resign shall receive, at the time of termination, all wages due them, including pay for all accrued but unused vacation. Employees who voluntarily discontinue their employment without giving the District advance notice of at least 72 hours will be paid all wages and vacation entitlement due to them as soon as possible and in no case later than 72 hours after the time of notice of termination.

Employees who do not report to work or contact their direct manager for three (3) consecutive days on which they are scheduled to work will be considered to have abandoned their position with the District and will be deemed to have voluntarily resigned from the District. Final pay will be available to be picked up at the work location unless the employee requests in writing that the final paycheck be mailed to an address designated by the employee.

Upon end of employment, employees are expected to return all District property in their possession, including keys, vehicles, handbooks, uniforms, credit cards, tools and other equipment.

#### **Exit Interview**

The District may schedule an exit interview with each employee who leaves the District, regardless of the reason.

# ACKNOWLEDGMENTS

## Discrimination, Harassment and Retaliation Prevention Policy Acknowledgment

I, \_\_\_\_\_ [Employee], hereby acknowledge that I have received a copy of the District's Discrimination, Harassment and Retaliation Prevention Policy, have read it, understand it, and agree to abide by it.

Dated:

By: \_\_\_\_\_ Employee

#### Employee Handbook & Employment-At-Will Acknowledgement

This Employee Handbook was designed to help you understand the policies and procedures of the District. We want you to enjoy a rewarding experience with us and your fellow employees. If you have any questions regarding anything about the District, please feel free to contact the Executive Director.

The material contained herein reflects the policies and practices in effect at the time this handbook was published. It replaces and supersedes all prior employee handbooks. You are expected to know and follow these policies and procedures. Please acknowledge your receipt of this handbook within five (5) working days by detaching this page and returning it signed to the Executive Director.

I \_\_\_\_\_\_\_\_\_\_ (Print Your Name) have received, read, and understand the District's Employee Handbook. I understand that my continued employment is contingent upon my adhering to the policies and procedures contained in the handbook. If I should need clarification of these policies, I will contact the Executive Director with my questions. I also understand that both the District and I reserve the right to terminate my employment at will unless specifically modified by written agreement and signed by the President of the District. This handbook is not intended to represent any binding employment contract. The District specifically retains the right to depart from and/or modify these policies by written notice to its employees.

I further understand that nothing in this handbook is intended to unlawfully restrict my right to engage in any rights contained in Section 7 of the National Labor Relations Act as further addressed in the Employee Handbook policy contained in the Introduction section of this employee handbook.

Employee Signature

Date



Date: October 9, 2024

### Agenda Item 6-2: Resolution 2024-16 - California Fire Safe Council grant agreement

**Discussion / History:** Staff have applied for and been awarded a grant from the CA Fire Safe Council to continue the Home Assessment Prgram with targeted services in four priority zones: Julian, Ramona, Wynola, and Warner Springs. The program will encompass outreach, in-person home assessments, education, and assistance with implementation for elderly, disadvantaged, disabled, and low-income residents in targeted areas noted above.

Resolution 2024-16 will authorize acceptance of the grant agreement, which is enclosed for Board review.

Financial Impact: \$100,000 grant which includes staff time and contractual services.

**Staff Recommendation to Board:** Staff requests that the Board reviews the agreement and authorizes the Executive Director to sign.

### **RESOLUTION 2024-16**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO TO AUTHORIZE EXECUTION OF SUBAWARD AGREEMENT # 23 SFC 467574 WITH THE CALIFORNIA FIRE SAFE COUNCIL

WHEREAS, funding for this State Fire Capacity (SFC) Project is provided from the U.S. Department of Agriculture, U.S. Forest Service; and

WHEREAS, the California Fire Safe Council State Department has been tasked with administering these funds through subaward agreements for projects and services that meet the objectives of the grant funding to emphasize fire risk reduction activities by landowners and residents in at-risk communities to restore and maintain resilient landscapes and create fire-adapted communities, and

WHEREAS, the RCDGSDC will enter into an agreement with the California Fire Safe Council to carry out a wildfire resilience education and assistance project as proposed;

NOW, THEREFORE, BE IT RESOLVED that the RCD Board of Directors authorizes the signing of grant agreement in the amount of \$100,000.00; and

BE IT FURTHER RESOLVED that the RCD Executive Director or designee is hereby authorized and empowered to execute in the name of the RCD on all grant related documents.

PASSED AND ADOPTED at the RCD regular meeting held on October 9, 2024 by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Attest:

Donald H. Butz, Board President

Joanne Sauerman, Board Secretary



September 24, 2024

Ann Baldridge Resource Conservation District of Greater San Diego County 11769 Waterhill Rd Lakeside, CA, 92040

Dear Ann,

Congratulations! The California Fire Safe Council ("CFSC") is pleased to provide funding for Resource Conservation District of Greater San Diego County's "Wildfire Resilience Education and Assistance in San Diego County" project, (the "Project"). The Resource Conservation District of Greater San Diego County, hereinafter referred to as the "Subrecipient," enters into this Subaward Agreement (the "Agreement") on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

Funding for this State Fire Capacity (SFC) Project is provided from the U.S. Department of Agriculture/U.S. Forest Service. The Project being funded is as described in the Subrecipient's original application for funding. This Agreement outlines the subaward's procedures and requirements.

The assigned number for this subaward is 23 SFC 467574 (Please refer to this number when contacting CFSC about this subaward). Total funding provided for this Project shall not exceed \$100,000 and the non-federal match that the Subrecipient has agreed to provide is \$500,000. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the Project including, but not limited to, matching funds identified in Subrecipient's Project budget if applicable.

#### **SECTION 1: PURPOSE**

The objective of this Grant Program is to emphasize fire risk reduction activities by landowners and residents in at-risk communities to restore and maintain resilient landscapes and create fire-adapted communities.

#### **SECTION 2: TERM OF SUBAWARD**

The term of this Agreement is from September 1, 2024 through August 31, 2026 and shall terminate upon CFSC determination that the Project subject to this Agreement is complete (the "Term"). Work shall not commence prior to the execution of this Agreement by both parties. An agreement is considered fully executed upon signature and approval by an authorized representative of both

parties to this Agreement. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable federal, state, and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow customary accounting principles consistently applied, and their organization's written policies and procedures related to financial and program management.

In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated, unless otherwise not required, and made part of this agreement:

- 1. Applicable master grant award procedural guides, rules, and regulations, including but not limited to Uniform Guidance 2 C.F.R. Part 200
- 2. The approved project application, budget, workplan, deliverables, and attachments
- 3. Grant Award and Grant Application Handbooks as distributed by CFSC
- 4. Subrecipient's organization by-laws (if applicable)
- 5. Subrecipient's Fiscal Sponsor Agreement Letter (if applicable)
- 6. Board of Directors, Board of Supervisors, and/or City Council Roster with Contact Information
- 7. Certificate of Insurance and all other applicable insurance requirements, as requested
- 8. Project Vicinity Map(s) identifying project boundaries or other information, as requested
- 9. Examinations from all relevant governmental agencies applicable to the project
- 10. Local, state and federal assessments and mitigation requirements for environmental, cultural, and regulatory compliance, as applicable.
- 11. IRS Tax Exemption Documents (if applicable)
- 12. Letters of Commitment (if applicable)
- 13. Resolution of Subrecipient Authorizing Grant Application (if applicable)

#### Order of Precedence

Any inconsistency in the Subaward Contract will be resolved by giving precedence in the following order:

- 1. Any national policy requirement and administrative management standards
- 2. Requirements of the applicable OMB Circulars and Treasury regulations
- 3. 2 CFR Part 200
- 4. 2 CFR Part 400
- 5. Special terms and conditions
- 6. All subaward Contract sections, documents, exhibits, and attachments

#### **SECTION 3: PRIVITY OF CONTRACT**

Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the Subrecipient. Subrecipient understands and agrees that neither U.S. Department of Agriculture/U.S. Forest Service or any of its affiliates, the State of California, nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation, or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

#### **SECTION 4: SCOPE OF WORK**

The scope of work to be undertaken by Subrecipient is as follows: Wildfire Resilience Education and Assistance in San Diego County (the "Project".) The Project shall be completed in accordance with the approved scope of work delineated on the Workplan of Subrecipient's application, a copy of which is in ZoomGrants and its terms are incorporated to this contract by reference.

#### **SECTION 5: REPORTS**

Subrecipient shall submit periodic progress reports to CFSC to provide comprehensive updates on the project's progress, including but not limited to achievements, challenges, financial expenditures, and any deviations from the workplan. Subrecipient shall use CFSC's reporting system in ZoomGrants for subaward reporting, document submission, and other subaward-related functions, unless otherwise directed by CFSC Grant Specialist in writing. Subrecipient shall use the forms provided in ZoomGrants to complete reports, unless directed otherwise by CFSC Grant Specialist in writing.

Subrecipient shall submit quarterly progress reports to CFSC on the schedule detailed below, unless otherwise directed by CFSC Grant Specialist in writing.

Reports are due as follows: September 1- November 30, 2024 December 1, 2024- February 28, 2025 March 1, 2025- May 30, 2025 June 1, 2025- August 30, 2025 September 1- November 30, 2025 December 1, 2025- February 28, 2026 March 1, 2026- May 30, 2026 June 1, 2026- August 31, 2026 FINAL REPORT NOVEMBER 30, 2026

Report due: December 31, 2024 Report due: March 31, 2025 Report due: June 30, 2025 Report due: September 30, 2025 Report due: December 31, 2025 Report due: March 31, 2026 Report due: June 30, 2026 Report due: September 30, 2026

Upon submission of progress reports, Subrecipient will participate in a scheduled call with the CFSC Grant Specialist. The purpose of this call is for CFSC to monitor the Subrecipient's performance and provide technical assistance to Subrecipient. This includes reviewing of the Subrecipient's progress in achieving the project's goals and milestones, monitoring the Subrecipient's adherence to project scope and timeline, ensuring the Subrecipient's adherence to grant requirements for compliance, and addressing concerns.

By November 30, 2026, at 5 p.m., Subrecipient agrees to submit a Final Closeout report, including all required documents, through ZoomGrants.

The Final Closeout Report should include:

1. A final Closeout Report Narrative.

- A final Budget Report on total actual costs for the entire term of this agreement (see Section 2).
- 3. A final Budget Report on total matching funds, if applicable, for the entire term of this agreement (see Section 2).
- 4. A final success story of the project.
- 5. Confidential Program Evaluation Form.
- 6. One (1) digital version of products developed using grant funds over the entirety of the Project, such as publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials.
- 7. Photos: high resolution digital photos showing the project's outcomes and events.
- 8. GIS Project data files, which may include projects maps, and other items to be determined.

Any funds provided by CFSC and held by the Subrecipient and not expended at the end of the Term will be returned to CFSC no later than November 30, 2026.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may result in increased performance monitoring, disallowance of costs, ineligibility for future funding, or be considered in the evaluation of organizational capacity for future Subawards.

#### **SECTION 6: PAYMENTS**

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank. Payments for work conducted under this Agreement may be made on an advance or reimbursement basis and are contingent upon the receipt by CFSC of sufficient funds from U.S. Department of Agriculture/U.S. Forest Service pursuant to the Master Award. Payments shall be made upon receipt and approval of a Payment Request Form and a financial report detailing current charges and total-to-date charges by major budget cost categories (e.g., salaries, benefits, supplies, etc.) with appropriate supporting source documentation of all expenses incurred (See Award Handbook for examples of acceptable supporting documentation). After the initial payment, additional payment requests may take up to 90 days after Subrecipient's request to CFSC. CFSC is not liable for any damages or expenses incurred due to delay in payment for any cause whatsoever.

Subrecipient must provide a completed ACH Authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

Subrecipient may submit payment requests per a grant schedule determined by the Grant Specialist with the necessary supporting documentation (See Award Handbook). CFSC reserves the right to deny any request for new payment.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants, and upload the following proof of expenditures for the prior invoice period into ZoomGrants:

• A summary sheet or copy of general ledger showing each budget category

- Detailed transaction ledgers by each budget category and/or payroll ledgers
- All source documentation to support expenses incurred (See Award Handbook)

The Subrecipient shall maintain an accounting system that follows Custom accounting principles consistently applied. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents, such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting payment requests. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request additional records and documentation at any time.

Subrecipient is required to keep source documents for all Project expenditures for at least three (3) years after the closing date of the Project and one year following an audit, whichever date is later, unless the Grantee has a longer retention policy.

Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to CFSC.

Avoid audit exceptions— keep accurate records. In the event of an audit, a finding of inaccurate records is grounds to terminate this Subaward Agreement.

CFSC reserves the right to cancel or stop payments, disallow costs, or increase performance monitoring measures if there are compliance or programmatic issues, which may be considered in the evaluation of future subaward applications.

Subrecipient shall account for payments received under this Agreement in its budget accounting in the quarterly reports and the final/closeout report.

Additionally, Subrecipient must submit a report in the same fashion and format as the Quarterly Reports in Section 5 of this Agreement, specifically detailing the status of the Project as defined in Section 4 of this Agreement. CFSC reserves the right to deny requests for payments or apply special conditions for payment should Subrecipient fail to adhere to the Project Schedule in Section 4.

#### SECTION 7: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

Title to any supplies or equipment purchased during the Term under this Agreement will vest upon acquisition in the Subrecipient. Subrecipient shall have free, irrevocable license to use the equipment or supplies.

Equipment is an item of \$5,000 or more per unit cost and has a tangible useful life of more than one year. Equipment is not to exceed \$250,000.

Purchase of equipment using grant funds is allowable only with prior approval by CFSC and only when authorized by the funding source. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided in the budget narrative or uploaded as an Other Document in the Documents tab in ZoomGrants. Procurement of equipment must be done on a competitive basis and include documentation of price analysis.

Equipment purchased using grant funds, wholly or in part, must be used by the Subrecipient for the project in which it was acquired. CFSC retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant.

After the completion of the Project any equipment purchased with grant funds shall be disposed of as described in the Project. If the Project description does not provide for the disposition of equipment, Subrecipient shall submit to CFSC (Upload as an Other Document in the Documents tab in ZoomGrants) a disposition plan for CFSC's approval. The disposition plan shall include the proposed use and maintenance plan for the useful life of the equipment and the ultimate disposition of the equipment. Equipment Disposition plans must be in accordance with 2 CFR 200.313(e). CFSC may demand the transfer of the equipment to CFSC or a CFSC designee. If Subrecipient fails to complete the Project for any reason whatsoever, the equipment and title to the equipment shall be transferred to CFSC upon CFSC's demand. Equipment shall not be used as collateral or other means.

#### SECTION 8: TITLE TO AND USE OF WORK PRODUCTS AND DATA

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, CFSC shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the materials developed by Subrecipient for CFSC's educational, promotional, or other business purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

#### **SECTION 9: PERMITS/ENVIRONMENTAL COMPLIANCE**

Subrecipient shall ensure that the Project is in compliance with all applicable environmental and cultural resource laws –federal, state, and local – prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities.

When applicable, Subrecipient shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental and cultural resource laws prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities. A copy of the certified CEQA document must be provided to CFSC, before any grant funds are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or

burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. Grant funds will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

Please see Section 23 Special Conditions" for any grant-specific conditions or restrictions. Please contact your CFSC Grant Specialist if ground disturbing activities are scheduled to occur, prior to activities beginning, and/or if you experience any delays receiving necessary permits.

#### **SECTION 10: SUBAWARDS**

Subrecipient is prohibited from sub-awarding any part of this Project to another organization.

#### **SECTION 11: RECORD RETENTION**

Subrecipient is required to keep source documents for all Project expenditures for at least three (3) years after the closing date of the Project and one year following an audit, whichever date is later, unless the Grantee has a longer retention policy.

Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time, etc., in a safe, retrievable storage location. Such documentation shall be made available to CFSC upon request by CFSC or the program funder.

#### **SECTION 12: SITE VISITS**

CFSC staff will conduct a minimum of one monitoring site visit/desk review and may schedule additional visits during the Term of the Agreement, to review program compliance, capacity and performance, and to ensure the work conducted is in accordance with the approved Scope of Work. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed. Some items that may be viewed during a site visit include:

- Source documentation
- Financials records
- Physical assets
- Written policies and procedures
- Audit compliance records
- Internal controls
- Field work in progress or completed

Subrecipient will be notified when CFSC, or the program funder, would like to conduct a site visit during the Term.

#### **SECTION 13: LOGO & PUBLIC NOTICES**

Subrecipient shall cooperate with CFSC to release information about this Project to the press or other news/media outlets.

The subrecipient is prohibited from using the program funder's trademarks or service marks without the funder's prior written consent, which may be requested through the CFSC Grant Specialist.

If you want to use the U.S. Forest Service Insignia or the CFSC Logo on any media or material, you must contact your grant specialist to seek permission prior to any such use. The insignias and logos may not be used on any published media including webpages, printed publications, road signs or audiovisual productions, without prior written approval.

Subrecipients are prohibited from using CFSC's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the CFSC Grant Specialist.

Recognition for projects, activities and products MUST be included on all products developed with funds provided through this Agreement. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments.

The funding source acknowledgement, equal opportunity statement and endorsement statement below **must** be included in all grant-related publications. These include press releases, public notices, printed or electronic media.

#### Funding Source Acknowledgement

"Funding provided by a grant from the Cooperative Fire Program of the U.S. Forest Service, Department of Agriculture, Pacific Southwest Region, through the California Fire Safe Council."

#### Equal Opportunity Statement

"In accordance with federal law and USDA policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age or disability. Not all prohibited bases apply to all programs."

If the material is too small to permit the full statement to be included, the material must at a minimum include the following statement:

"This institution is an equal opportunity provider."

#### Non-Endorsement Statement

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the California Fire Safe Council, U.S Forest Service or the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the California Fire Safe Council or the U.S. Government."

#### **SECTION 14: MODIFICATIONS**

Some program modifications may require prior written approval from the CFSC Grant Specialist. Modifications might include, but are not limited to:

- Extensions of reporting period(s)
- Changes in project activities or objectives
- Changes to project accomplishments
- Changes to key personnel
- Key personnel absence
- Addition of third-party involvement
- Budget or match commitment changes
- Other changes not listed above

Please consult your Award Handbook and contact the CFSC Grant Specialist.

It is the expectation of CFSC and the U.S. Forest Service that the Subrecipient make every effort to complete the approved Project within the approved Term.

CFSC cannot honor any requests for extensions of time past the stated deadline of 08/31/2026; you will be notified if extensions become available along with instructions on how to request an extension.

#### **SECTION 15: NOTIFICATION**

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation. Notice should be sent to your CFSC Grant Specialist.

### **SECTION 16: INSURANCE**

Subrecipients are responsible for all grant funds received through CFSC and for all assets purchased with grant funds. This responsibility extends to any loss of grant funds attributable to fraud and/or misappropriation by third persons and to any expenditure not allowed by this agreement. Should any loss of grant funds or improper expenditure of grant funds occur, Subrecipient will be required to reimburse CFSC for those amounts.

In accordance with 2 CFR 200.310, Subrecipient must carry insurance coverage sufficient to protect all grant funds and other agreement assets from loss due to theft, misuse, fraud and/or negligence.

Types of insurance may include, but are not limited to: general liability, errors and omissions, directors and officers, and a fidelity bond.

Subrecipient shall provide proof of appropriate insurance to CFSC prior to engaging in activities for which funding is provided by CFSC. If funds provided as part of this award are used to purchase insurance, Subrecipient shall provide proof of insurance to CFSC within 30 days of obtaining a policy. Subrecipient is responsible for sending all current insurance certificates of coverage upon annual renewal of coverage. Failure to maintain current coverage or provide the annual copy CFSC will cause denial of payment under this Subaward.

The subrecipient shall provide workers compensation insurance for all employees involved in the performance of this agreement. Workers compensation insurance for volunteers is strongly encouraged.

Contractors working on the project must carry their own insurance and furnish proof of coverage to Subrecipient.

Subrecipient must also perform all functions required by the IRS, including record keeping and the provision of Form 1099 where appropriate when using independent contractors.

#### **SECTION 17: NON-LIABILITY**

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors, and omissions, etc.) to safeguard funds and assets acquired through this Agreement.

#### **SECTION 18: REMEDIES FOR NONCOMPLIANCE**

If subrecipient fails to comply with terms and conditions of the Agreement, CFSC may impose additional conditions. If CFSC determines that noncompliance cannot be remedied through imposing additional conditions, CFSC may take one or more of the following actions as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by CFSC.
- 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the costs of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate this Agreement.
- 4) Initiate suspension or debarment proceedings.
- 5) Withhold further awards for the project or program.

6) Take other remedies that may be legally available.

#### **SECTION 19: PROJECT TERMINATION**

This Agreement may be terminated by the California Fire Safe Council or Subrecipient upon 30-days written notice to the other party.

If either party terminates the Agreement prior to the completion of the Project, Subrecipient shall take all reasonable measures to prevent further costs to the Project under the Agreement and the CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

Failure by Subrecipient to comply with the terms of this Agreement may be cause for suspension of all obligations of the CFSC hereunder at the discretion of the CFSC.

Failure of Subrecipient to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the CFSC hereunder if in the judgement of the CFSC such failure was due to no fault of Subrecipient. At the discretion of the CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Final payment to Subrecipient may not be made until the CFSC determines the Project conforms substantially to this Agreement.

If Subrecipient terminates the Project pursuant to (this) Section 19, Subrecipient shall return all unused monies awarded pursuant to this Agreement within 30 days to CFSC.

#### **SECTION 20: NON-DISCRIMINATION**

The California Fire Safe Council and the State of California prohibits discrimination in all its programs and activities based on race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Subrecipient shall not discriminate against any person on any of these bases.

#### **SECTION 21: CONFLICT OF INTEREST**

The subrecipient must establish a conflict-of-interest policy. Subrecipient or anyone acting on behalf of Subrecipient shall not have any conflicting personal and/or financial interests in carrying out the duties of this Agreement. Subrecipient must disclose in writing any potential or perceived conflict of interest to CFSC Grant Specialist in a timely manner.

#### **SECTION 22: MANDATORY DISCLOSURES**

The subrecipient must disclose, in a timely manner, in writing to the CFSC Grant Specialist all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in CFSC taking action for remedies of noncompliance up to and including termination of the award.

Subrecipient must disclose audit findings to CFSC within 30 days of the acceptance of the audit report by the Federal Audit Clearinghouse (FAC) in writing by mail to: 3237 Peacekeeper Way, Suite 201, McClellan, CA 95652.

#### **SECTION 23: SPECIAL CONDITIONS**

CFSC reserves the ability to place additional special conditions under this subaward agreement at any time. CFSC will inform subrecipient in writing of additional special conditions set forth under this subaward agreement.

Federally funded subgrant projects are not subject to NEPA but the following federal acts are triggered regarding federal subawards:

- Endangered Species Act (ESA)
- Migratory Bird Treaty Act (MBTA)
- National Historic Preservation Act (NHPA)
- Bald and Golden Eagle Protection Act (BGEPA) (if applicable)

National Policy Requirements and Administrative Management Standards:

All applicable National Policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

#### **SECTION 24: DISPUTE RESOLUTION PROCEDURES**

<u>Mediation of Disputes</u>. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any Disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a fourhour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -Subpart F – Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than \$10,000.00 shall be litigated in Small Claims Court at the request of either party, however, initiation of a Small Claims Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$10,000.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION.

#### **SECTION 25: DEBARMENT & SUSPENSION**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her/their knowledge and belief that neither the Subrecipient nor its principals are presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

### **SECTION 26: CONTRACTORS**

If the awarded project acquires contractors to provide goods and services, then the subgrantee must ensure the following:

- a) The contract follows your organization's procurement policies and procedures, in addition to the federal policies and requirements outlined in the CFSC grant award handbook.
- b) Subgrantee must verify through Sam.gov and document that selected contractors are not debarred or suspended as per Section 25.
- c) The contract adheres to the procurement standards as defined by 2 CFR 200.317(d) and Appendix II.
- d) Selected Contractor's are prohibited from using CFSC's or U.S. Forest Service's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the CFSC Grant Specialist.
- e) All contracts must follow the non-discrimination and equal opportunity principles and requirements as defined in Section 20.
- f) The contract is in accordance with all local, state, and federal laws or executive orders.
- g) Ensure the contract contains the following
  - i) Scope & timeline of services
  - ii) Expected Deliverable(s)
  - iii) Expectations of contractor as outlined in agreement or other relevant provisions
  - iv) Termination Clause including:
    - (1) Breach of contract
    - (2) Indemnification of CFSC clause
  - v) Completed IRS Form W-9
  - vi) Copies of relevant business licenses & certificates
  - vii) Professional Licensure, when applicable
  - viii) Certificates of insurance, as relevant

Additional information and requirements regarding contract procurement are in the CFSC Award Handbook provided to subgrantees. If you have any questions or clarifications, please reach out to your CFSC Grant Specialist. Subrecipients are expected to submit source documentation with reports outlined in Section 5, including invoices from consultant/contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall also be kept by the subgrantee and available for audit purposes.

#### SECTION 27: AUTHORITY AND ACCEPTANCE

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

#### **SECTION 28: CONTACTS**

### Subrecipient Contact

Ann Baldridge ann.baldridge@rcdsandiego.org (619) 562-0096 **CFSC Grant Specialist Contact** 

Liron Morgan Galliano lgalliano@cafiresafecouncil.org 279-599-2509

#### **SECTION 29: SIGNATURES**

Ann Baldridge

Signature	Date	Date		
Ann Baldridge	Executive Direc	Executive Director, RCD Greater SD County		
Full Name	Title			
California Fire Safe Council				
Jacy Hyde, Ph.D., Executive Director	Date			
Best wis	hes for success on the proj	ect!		
FOR CFSC USE				
Reviewed and approved:				
Bula Joyner 77083053DA87424	Becca Joyner	9/24/2024   11:27:16 PDT		

Programs and Outreach Manager	Name	Date
Docusigned by: Jessica Martinez	Jessica Martinez	9/25/2024   12:49:21 PDT
Program Director	Name	Date



Date: October 9, 2024

## Agenda Item 6-3: Decemeber Board meeting

**Discussion / History:** This is an informational item to inform the Board of Directors that the December regular meeting conflicts with the annual conference of the California Association of Resource Conservation Districts. If there is business requiring Board action in December, staff will coordinate a special meeting.

Financial Impact: none

### Staff Recommendation to Board: N/A



Date: October 9, 2024

## Agenda Item 6-4: Update from Lani Lutar, Public Affairs Consultant

**Discussion / History:** This is an informational item to provide an update to the Board of Directors on meetings and other actions conducted in working towards a full report to the Board on our Tijuana River Valley programs at the end of the year.

Financial Impact: none

Staff Recommendation to Board: N/A



Activity Highlights for September 2024 Prepared for Board Meeting on 10/9/2024

# SUCCESSES

#### **Executive Director:**

- Continued to hold regular check-ins with staff and bi-weekly office staff meetings.
- Continued visiting the farm regularly to attend meetings and support staff.
- Providing support to Rachel Petitt, coordinator of SoCal Soil & Water Hub.
- Continue to participate in the CARCD Legislative Committee, with meetings twice per month.
- Continued to meet regularly with our HR partner, Bizhaven, to plan and prepare RCD staff handbook and associated policies. Rolled out Remote Work and Travel & Expenses policies.
- Supporting with the WCB funded Otay Valley Regional Park Restoration Planning project, including attending a quarterly meeting with partners and a check-in with our funder.
- Continuing to provide information as needed for the CalOES Disaster Assistance funding.
- Finalizing partner agreements for Hermes Copper Restoration project.
- Continue to work on preparing and finalizing subaward agreements for partners for the Climate Smart Land Management and attended a partner meeting.
- Supporting staff to plan a fall event in the Tijuana River Valley, including support with the event permit.
- Working with Lani Lutar, public affairs consultant, to prepare information requested by the Board. We have started meeting with some County departments and organizing meetings with other agency contacts and stakeholders. Also worked with staff and Lani to prepare a message regarding air quality issues in the Tijuana River Valley.
- Updating the RCD brochure to use at meetings and outreach events.

#### **PROGRAM REPORTS**

#### **Pollinators:**

• Received permit to tag monarchs with Southwest Monarch Study

#### **Pollinator Program Outreach**

- Revising plant palettes and prep activities for 2 farm habitat installations this Fall; developing farm habitat plans for 2 additional Spring 2025 installations; working with Mission RCD on shared plans for 2 farms in their jurisdiction
- Welcomed new Grizzly Corps fellows, Kirthana and Brian; spent the last 2 weeks of September onboarding, meeting the team and partners, and visiting project sites to get them immersed
- Coastal Cleanup at TRV and Sweetwater Community Gardens



#### **Community Gardens**

- 7 New Gardeners total
- 9/21 Coastal Cleanup at TRV and Sweetwater Community Gardens pictures attached





#### Garden Committee:

Planning Harvest Festival permitting, confirming exhibitors, marketing; RCD staff have been attending community meetings and connecting with regional partners/scientists tracking the most recent air quality/community health concerns in the TRV so we can create a statement that assures people feel safe to visit the farm and community garden

### Agriculture Department

#### Program Statistics:

- Farms Provided Technical Assistance: 15 (10 GSD, 3 USLR Harris, Yarger, Suarez; 2 TEAM Jacy Farm, Sage Mountain Farm)
- Soil Tests: 5
- Irrigation Evaluations: 1
- Other Technical Assistance: application assistance, implementation guidance, practice verification, purchase reimbursement
- Funds Awarded to Producers: \$50,842
- Educational Workshops Hosted: 2
- Number of Participants in Events Hosted: 18, including 7 farmers or ranchers (60% Underserved)



### Program Updates

- Funds awarded to Garbani Ranch (Healthy Soils) and Grangetto Ranches (Department of Conservation).
- DOC Climate Smart Finalized agreement for Grangetto Ranches, Attended County Land Use. Committee regarding Climate Action Plan vote on request of grant manager, held partner meeting to introduce partners and review grant goals.
- CDFA Conservation Planning Interviewed contractor to compose four carbon farm plans.
- Attended Range Management Advisory Committee as Member representing RCDs; rancher member Jeremy Walker attended meeting hosted at Lakeside office; state legislation approved to fund staff position on RMAC committee to implement grazing on state lands.
- Welcomed and oriented Kirthana Pisipati as Grizzly Corps Fellow for Working Lands programs.
- Sampled irrigated root vegetables at TRV Garden for active pathogens; none detected.

### Forestry + Fire Prevention

- Attended the National Association of Conservation Districts Pacific Region Conference in Anchorage, AK; presented on our NACC program.
- CAL FIRE block grant agreement was executed for the Project: Southern CA Wildfire Resilience Partnership totaling \$10M.
- Two USFS agreements funded; one for Dead and Dying Tree removal on Palomar Mountain, one for continued vegetation treatment at Girl Scout Camp Winaka. Working with each partner to implement the projects.
- Completed Roadside Brushing project at Cuyamaca Forest Ranch HOA.
- Building interest in a project along HWY 76; partners would include: USFS, La Jolla Band of Luiseno Indians, Cal Trans, VID, CDFW and multiple private landowners.

#### NRCS Partnership:

- Conducted 1 biology survey site visit to look for endangered and threatened species and their habitat for NRCS project to meet environmental compliance.
- Assisted in completion of NRCS obligations for 5 EQIP applications and 1 CSP application by completing CPA-52s, Conservation plan maps, Special Environmental Concerns maps, APE maps, and uploading other necessary paperwork and signatures to meet the pre-obligation checklist for each contract.
- Participated in project development and client recruitment for a forestry producer seeking assistance from RCD and NRCS, including a GSOB site survey.
- Organized a San Diego Agroforestry meeting between SDSU, NRCS, and USFS participants.

#### Fire Safe Council: Meetings & Workshops

- Hosted the Fire Safe Council General Meeting at the Water Conservation Garden. Rex Hambly with the Bureau of Land Management presented on open-source intelligence resources and completed a live demo with meeting attendees.
- The Chula Vista FSC Application and the Warner Springs FSC logo update were approved.
- Participated in the Julian Fire Safe Council Wellness & Safety Fair.



#### Home Assessment Program

- Home Assessment Program: 52 assessments completed
- Defensible Space Assistance & Chipping: 51 disadvantaged residents received defensible space assistance; 31 residences received curbside chipping services.

#### **Education**

#### Watershed Education Program

- 4 presentations to classes at Emory and San Miguel Elementary
- Created a packet of updated resources to provide teachers after presentations

#### **Speak-off Competition**

- Began promotion of the speak off competition to SD school district contacts and Southern Baja contacts
- Promoted on the quarterly School Garden Newsletter and social media

#### Wild Willow Farm

#### **Education**

#### **Field trips**

- 3 elementary school field trips reaching 66 students
- 1 high school and college field trips reaching 20 students
- 1 college field trip for UCSD Job Corps reaching 39 students
- 1 Girls Scouts Troop visit with reaching 15 scouts

#### Workshops

- 2 workshops held with month: Sauce Making and Brian Foods
- Workshop registration has been slow lately
- Fall session of Farm School begins October 12

#### **Production**

- Limited produce sales to Foodshed
- Still waiting on confirmation of purchase order for Sweetwater Union High School District

# STRUGGLES



# • SUPPORT •

# • NEWSLETTERS •

**Community Gardens** 

- https://mailchi.mp/rcdsandiego.org/community-flooding-8251754
- https://mailchi.mp/rcdsandiego.org/community-flooding-8252030
- https://mailchi.mp/rcdsandiego.org/community-flooding-8252294
- https://mailchi.mp/b81766f931b0/community-garden-beautificationproject-8252606

FSC Newsletter: https://mailchi.mp/rcdsandiego/fsc-sep-2024-news

Wild Willow Farm Newsletter

## • UPCOMING EVENTS •

- 10/10 FSC Coffee Chat
- 10/17 Food Systems Alliance annual gathering
- 10/19 Tijuana River Valley Fall Harvest Festival
- 10/25 CDFA Office of Environmental Farming and Innovation Conference
- 11/19 Board of Forestry Range Committee

Grant Applications Submitted	Program	Amount \$	Notes / Updates
NACC Parks	Forestry & Fire Prevention	\$400K	This is a continuation into year 4 of the Native American Conservation Corp.
CSFA – California Underserved Producers (CUSP)	Agriculture	\$40,000	This request is for an extension of our current CUSP grant to allow us to reach more producers.
USDA Local Meat Processing	Agriculture	\$87,000	Supporting a \$1.1m application from KCW Custom Processing to develop a mobile slaughter and processing facility. RCD will provide outreach and TA.
Grants Currently Working On	Program	Amount \$	Notes
Recent Grants Awarded	Program	Amount \$	Notes
CAL FIRE Pilot Community Block Grant	Forestry & Fire Prevention	\$10m	Regional Investment Strategy for RFFC SoCal Block Grantees. We will manage the grant for the region, if awarded.
CalOES	Flood Relief – January 22 flooding	Approx \$65,000	Funds to repair / replace damaged infrastructure and equipment at the TRVCG and Wild Willow Farm – funds being disbursed on a project basis
CFSC- SFC	Forestry & Fire Prevention	\$100K	Home Assessments and DSAP Program
SDG&E	Forestry & Fire Prevention	\$25K	Support for the Forestry Department's NACC Program.
UP Listos	Forestry & Fire Prevention	\$75K	Fire Safe Council outreach
Good Neighbor Authority (Bureau of Land Management)	Pollinator Health	\$640,870	Hermes Copper Butterfly restoration; submitted 9/1/23; partnership with USFS, SD Zoo & Wildlife Alliance, SDMMP, USFWS and others. RCD as lead agency. Awarded April 2024.
USFS Fuels Reduction	Forestry & Fire Prevention	\$500,000	Two community projects at \$250k each were selected for funding: Home Assessments and Fuels Reduction with a focus on dead tree removal at Palomar; continued CalVTP treatments at Girl Scouts
Strategic Growth Council Community Resilience Center	Ag Department and Wild Willow Farm	\$99,681.44 (RCD ask) of \$10m request	These funds are part of a proposal from Casa Familiar in San Ysidro who want to partner with us to help them develop a community garden and curriculum for residents. Awarded April 2024.
SDG&E	Forestry & Fire Prevention	\$1.5M	New budget amount for 2024; renewable annually for 5 years.
Office of Planning and Research, Regional Resilience Planning and Implementation Grant Program	Forestry & Fire Prevention	\$200,000	Partner on SD County Fire Protection District's grant, along with City of San Diego. \$1,588,838 awarded to SD County. Announced Dec 2023

CA State Parks Direct Funding Agreement	Forestry & Fire Prevention	\$422,120	Funding to continue the Native American Conservation Corps program.
Wildlife Conservation Board	Habitat restoration planning grant	\$409,000	Project in collaboration with the Green Infrastructure Consortium and Otay River valley Regional Park, RCD as lead partner. Awarded Nov 2023
Dept of Conservation – Climate Smart Working Lands	Agriculture Dept	\$1,074,448	Grant in partnership with SD County (they are lead agency), implementation of SALC-related projects. \$1,800,000 awarded Nov 2023.
NACD Outreach and Technical Assistance	Agriculture Department	\$62,000	To provide TA on integrated pest management
CDFA Healthy Soils TA	Ag Department	\$56,000	Partner on Zero Food Print block grant. We will provide TA to farmers in our district.
CARCD USDA Equity in Conservation Outreach Block Grant	Wild Willow Farm	\$22,500	Agriculture education for South Bay youth.
CDFA SWEEP TA	Ag Department	\$100,000	Technical assistance for grant applications and implementation for Healthy Soils and SWEEP.
NRCS-CARCD	Forestry & Fire Prevention	\$303,016.77	Three-year grant to fund a full-time forester or similar position to support forest management plans and other planning work.
CA Fire Safe Council	Forestry & Fire Prevention	\$500,000	Working with community FSCs, Urban Corps, and Go Patriot to implement defensible space support in targeted communities.
CARCD / Carbon Cycle Institute / Patterson Farming Hub	Agriculture	\$350,000	Funds Hub Coordinator for SoCal region for three years
Audubon California Conservation Ranching	Ag Department	\$10,000	Funds environmental monitoring activities at two ranches to supplement carbon farm plans, habitat management plans and grazing management plans
NRCS CA – Contribution Agreement	Agriculture Dept	\$150,000	Funding to support technical assistance to farmers & ranchers and to refer to NRCS programs.
Community Food Fund, San Diego Foundation	Community Gardens	\$100,000	Original request for \$187k, part funded to support TRV Community Garden.
CDFA Underserved Producers Economic Relief (CUSP)	Agriculture dept	\$87,000	Grant to build on 2021 funding by capitalizing on existing relationships and reputation to support underserved farmers to access funds and resources post-disaster.
DOC - RFFC Program Round III and Opportunity Fund - Wildfire Resiliency	Forestry & Fire Prevention	\$3.15M	Recent amendment approved to combine Round III and Opportunity Fund with Round our II grant.
CARCD – WCB block grant	Pollinator Health	\$356,515	Five-year grant to CARCD and sub-awarded to RCDs. Awarded 1/13/23
CDFA Pollinator Habitat Program	Pollinator Health	\$339k	Funds to support implementation of pollinator habitat on working lands, Awarded March 2023

CDFA Planning Grant (CAPGP)	Funding to support conservation planning with farmers and ranchers, including carbon farm planning	\$249,700	Joint proposal with Regional Carbon Farming Hub partners (Mission and Inland Empire RCDs). Announced 2/2/23
Subcontract from Food Shed	Agriculture - carbon farm plans	\$40,000	Subcontract is part of Food Shed's recently awarded USDA Climate Smart Commodities grant (Dec 2022) – awaiting subcontractor agreement. Total award is approx. \$5m.
Unsuccessful Applications	Program	Amount \$	Notes
CDFA – Farm to School	Agriculture	\$22,000	Declined due to state budget shortfalls: This request is for an extension of our current Farm to School grant to cover additional supplies and a small amount of staff time.
Community Wildfire Defense Grant	Forestry & Fire Prevention	\$552,216	Palomar Mountain FSC CWPP projects, especially defensible space and ingress/egress
Community Wildfire Defense Grant	Forestry & Fire Prevention	\$3,219,425	Funds to expand our Home Assessment Program and provide defensible space assistance.
EPA Environmental Education Grant	Education	\$5,000	Collaborating with Cal State San Marcos and Mission RCD to develop a Native Pollinators, Native Foods program for local schools. CSUSM would lead, we would receive a \$5k subaward from a \$100k grant. Application declined March 2024
Regional Resilience Planning and Implementation Grant Program	Agriculture Department	\$272,925 (to RCD)	Denied December 2023; Collaboration with UCSD Center for Community Health and Project New Village (UCSD as lead), focus on urban ag
CDFA Urban Agriculture Program	Ag Department and Wild Willow Farm	\$175,709	Denied March 2024