



## AGENDA

DATE: **Wednesday, September 10, 2025**

PLACE: **Marin Farm Bureau Conference Room, 520 Mesa Road, Point Reyes Station, CA 94956**

**REMOTE OPTION:** Members of the public may participate remotely by Zoom:

<https://us02web.zoom.us/j/87864206727> or by phone: +16699009128,,87864206727#  
meeting ID: 878 6420 6727. Please contact Elise Suronen at (415) 663-1170 ext. 314, or  
[sarahs@marinrcd.org](mailto:sarahs@marinrcd.org) if you have concerns about accessibility.

**(Note that we may move agenda items in this meeting to meet time constraints of participants.)**

1. Regular meeting opens at **9:00 a.m.** Roll call, introduction of guests.

### **ACTION ITEMS: 9:15 - 11 a.m.**

#### **2. DISTRICT/ADMIN: (45 min)**

- A. Administer Oath of Office to new Director, Melissa Williams ~ *Nancy Scolari, Executive Director*
- B. Board approval of regular Meeting Minutes. ~ *Cora Richard, Bookkeeper*
- C. Board approval of the Financial Report. ~ *Marcus Meggett, Fiscal and Ops Manager*
- D. Discussion of auditor selection process, highlights of each firm and approval of new auditors. ~ *Marcus Meggett, Fiscal and Ops Manager*
- E. Board approval of 2025 Marin RCD Employee Handbook. ~ *Nancy Scolari, Executive Director & Dena Grunt, Destination H-R*

#### **3. PROGRAMS: (15 min)**

- A. Board approval of contract C09-2025 with Point Blue Conservation Science Teachers and Students Restoring a Watershed for implementation, maintenance and monitoring of 4 riparian restoration projects. ~ *Sarah Skinker, Carbon Farming Program Manager*

#### **4. INFORMATIONAL: 10:30 a.m.**

- **Roundtable discussion on a recent report on the Total Economic Contributions of Agriculture in Marin.** *Joe Deviney, Marin County Ag Commissioner*
- **Rooted in the Land: The Legacy of the Marin Resource Conservation District.** *Elise Suronen, Marin RCD Impacts and Operations Director 15 min*

Partner Updates: 5 min each

- USDA Natural Resources Conservation Service (NRCS)– Petaluma Field Office Staff
- Marin Agricultural Land Trust/SAP – MALT Stewardship Staff
- Point Blue & Students & Teachers Restoring a Watershed (STRAW)– Point Blue Staff
- Audubon Canyon Ranch - Jim Jensen, Tomales Bay Land Steward and Preserve Mgr

RCD Program Updates (See staff report for details):

- **Marin Water Expansion Alternatives - John Dolcini, Associate Director**

- **Federal Funding Freeze:** No update
- **Fire and Forestry:** Marcus' up on the Board's question of liability in the event of a fire
- **Conserving Our Watersheds Program (COW):** COW MILC, the most recent Nonpoint Source Pollution Water Board grant, is in the design and permitting phase. The Technical Advisory Group has visited and approved sediment and manure management projects at six dairies in the Stemple Creek watershed. The grant will also help the Park Service decommission manure ponds at three outgoing dairies in Drakes Bay watershed of Point Reyes. An application for COW GIRL phase IX was submitted to the Water Board in January and is in review.
- **Justice Equity Diversity Inclusion (JEDI):** The carbon farm team plus Michelle Katuna and STRAW held a visit with the Federated Indians of Graton Rancheria at Toluma and Straus on May 9th to revisit riparian restoration sites where FIGR collaborated on designs. The team is planning another site visit for early October. David Escobar has shared his review of our implementation process. Sarah is scheduling the next JEDI meeting to take place after the upcoming FIGR site visit.
- **Media/Messaging/Outreach:** Jerry, Elise and Nancy working on next quarterly newsletter
- **Biomass Project:** The Marin Biomass Project is nearing completion of its integrated study and planning to release it this fall. The team is also planning and working toward implementation of the study's recommendations.
- **Permit Coordination Program (PCP):** CEQA and permit coordination is occurring on several RCD and partner projects this fall. A Notice of Exemption will be posted for the RCD's four riparian restoration projects discussed at today's meeting. COW projects in design might be entered into the PCP soon, as initiated by a future board item and 30 day comment period. The Green Gulch Streamflow Enhancement Project is also expected to come before the RCD board next month. A CEQA determination for this item was scheduled for this September meeting but delayed because of some continuing consultation with the water rights division of the State Water Board. Audubon Canyon Ranch (ACR) has finished a draft of their vegetation management plan for the Martin Griffin Preserve to tier off of the State's CalVTP EIR, and Marin RCD has begun initial review.
- **Urban Streams Program:** Sarah Phillips is on leave with Gerhard and other RCD staff filling in through the end of the year. Activities include landowner consultations, Marin Project Coordination meetings (agency permits), and various partnerships with the County such as the Tomales Bay tire removal project with NOAA, a new Tomales Bay stakeholder group, dissolution of the Inverness Flood Control District Zone 10, and supporting local watershed groups such as Mill Valley Streamkeepers with technical assistance.
- **Carbon Farming Program:** Students and Teachers Restoring a Watershed's (STRAW) riparian restoration monitoring and maintenance season is underway. The team has completed 7 carbon farm plans this year.
- **Walker Creek Watershed:** The project team will regroup in the near future to discuss the State Coastal Conservancy as a potential funding source to apply for implementation funds.
- **Funding Opportunities:** A revised Federal grant amendment was submitted to USDA and we are awaiting their response to continue our \$2M grant proposal. Staff continues to meet with Emilie and other north coast RCDs to strategize around Prop 4 funding through SCC and WCB.

- **Finance Committee:** The next FC meeting is scheduled for September 15, 2025. The last Finance Committee meeting was canceled. The finance committee has received 2 proposals for audit services and a recommendation for an auditor is being made.
- **District:** Admin staff have been focused on financial audit (federal spending), Employee Handbook and new timekeeping-HR software.
- **Landowner Assistance Provided:**  
Urban Streams: 3 individuals and 3 organizations requested assistance and were consulted  
COW: Only 1 or 2 consultations besides program applicants this month  
CE: 4

#### 5. ANNOUNCEMENTS & CORRESPONDENCE

- Don't Forget our Strategic Planning Retreat on Sept 16th at Fibershed!

#### 6. PUBLIC COMMENT

Public comment for any matter not listed on this agenda, provided that no Board action is to be taken. All statements that require a response will be referred to staff to be placed on the next agenda.

#### 7. MEETING ADJOURNED



## MINUTES

DATE: **Wednesday, August 13th, 2025**

PLACE: **Marin Farm Bureau Conference Room, 520 Mesa Road, Point Reyes Station, CA 94956**

**1. A regularly scheduled meeting was called to order by Terry Sawyer, Vice President, at 9:10 a.m.**

**\*Terry moved action item A down on the agenda to be addressed after action item E\***

Roll call of Directors: Terry Sawyer, Gerald Meral, David Sherwood and Mike Moretti. Sally Gale was not present after stepping down effective June 16th.

Associate Directors: George Clyde, John Dolcini, Paul Ingle, Guido Frosini

Staff: Nancy Scolari, Marcus Meggett, Cora Richard, Preston Duncan, Elise Suronen, Gerhard Epke, Lee Farese, Sarah Skinker and Fiona O'Neill

Additional Attendees: Jim Jensen (Audubon Canyon Ranch), Isaiah Thalmayer (STRAW), Jessie Ditmar (STRAW), Libby Kennedy (STRAW), Scott Dunbar (MALT), Jennifer Martin (MALT), Martha Davis (Nicasio resident), David Cowman (Resident), Melissa Williams (potential new board member), Joe Deviney (Marin Co Ag Commissioner)

### **ACTION ITEMS:**

**2. DISTRICT:**

- B. Board approval of regular Meeting Minutes. ~ *Cora Richard, Bookkeeper*  
MOTION: Mike; SECOND: David; AYES: Terry, Jerry, Mike & David; NOES: None; ABSENT: None; to approve July 2025 Board minutes.
- C. Board approval of the Financial Report. ~ *Marcus Meggett, Fiscal and Ops Manager, Nancy Scolari, Executive Director*  
MOTION: David; SECOND: Jerry; AYES: Terry, Jerry, Mike & David; NOES: None; ABSENT: None; to approve the Financial Report.
- D. Presentation of Marin RCD vacancies, recruitment, retention and adoption of FY 25-26 annual budget. ~ *Marcus Meggett, Fiscal and Ops Manager; Nancy Scolari, Executive Director*  
MOTION: David; SECOND: Jerry; AYES: Terry, Jerry, Mike & David; NOES: None; ABSENT: None; to approve MRCD's budget for FY 25-26.
- E. Board Approval to enter into a \$36,000 Fund Transfer Agreement with Marin County Flood Control and Water Conservation District to administer and implement bank stabilization projects that benefit and protect property owners of Flood Zone 10. ~ *Gerhard Epke, Water Quality Program Manager; Tony Swan, Hannah Lee, Marin County Flood District*  
MOTION: Mike; SECOND: David; AYES: Terry, Jerry, Mike & David; NOES: None; ABSENT: None; to approve entering into a \$36,000 transfer of funds from Marin County to Marin RCD to support Flood Zone 10.
- A. Board approval to consider candidates and make an appointment to fill a vacant seat on the Marin RCD Board of Directors. ~ *Nancy Scolari, Executive Director*

MOTION: Jerry; SECOND: David; AYES: Terry, Jerry, Mike & David; NOES: None; ABSENT: None; to appoint Melissa Williams to serve out the rest of Sally Gale's term until November 2026.

### 3. INFORMATIONAL:

#### **2024 Annual Crop Report and Report of Total Economic Contributions of Marin Agriculture**

~ Joe Deviney, Marin County Agricultural Commissioner

Marin County has just finished their annual crop report for 2024, and the gross value of all agricultural production in Marin County for that year came to \$83.8 million. This number is broken up into 5 categories: livestock, livestock products, field crops, aquaculture & fruit, vegetable and nursery crops. Unfortunately, Marin County's ag has dwindled over the last decade. Back in 2015 the gross value of all ag was about \$125 million. Joe says we will see another loss when the reports come out for 2025.

Joe felt like there were other things being produced that would fall under the agriculture category (like cheese!) and decided to hire an economist team to make a new report: Total Economic Contributions for Agriculture in Marin County (2023 data). This second report also includes the production, processing, employment, multiplier effect (business to business, and consumer spending) and ecosystem services. The total 2023 economic contribution of Marin County's agriculture was \$257.2 million.

If you would like to read these reports more in depth please visit

<https://www.marincounty.gov/departments/awm/crop-livestock-reports>

Partner Updates:

- **Farm Bureau-** Regina Pozzi, Farm Bureau Manager

No Farm Bureau staff present at this meeting.

- **Marin Agriculture-** Joe Deviney, Marin County Agricultural Commissioner

Joe gave us a very thorough presentation on Marin County's Annual Crop Report earlier in this meeting.

- **USDA Natural Resources Conservation Service (NRCS)**– Petaluma Field Office Staff

No NRCD staff present at this meeting

- **Marin Agricultural Land Trust/SAP** – MALT Stewardship Staff

Scott said that MALT has earmarked about half of the FY amount for the stewardship program.

They have approved about 5 projects so far. They are working on prep for the next round of small grants and hope to announce that over the wintertime. They currently have 98 easements and growing.

- **Point Blue & Students & Teachers Restoring a Watershed (STRAW)**– Point Blue Staff

Isaiah said STRAW is primarily focusing on maintenance right now and their next season of projects. They have 4 large sized projects upcoming. They have started staffing up for next season, received 187 applications.

- **Audubon Canyon Ranch** – Jim Jensen

Jim shared that ACR continues to work with Fire Forward and that there will be a Marin prescribed burn meeting August 29<sup>th</sup>.

- **Marin Water Expansion** – John Dolcini (Marin RCD Associate Director)

John shared that the main concern with the Nicasio spillway is still the potential of flooding. He has noticed increased support and momentum, including media coverage from CBS, ATVU and others. Surveying is on hold due to potential trespassing. John wanted to point out that in 1980

a similar plan was brought up and shot down for the same concerns people are bringing up now- mainly flooding. MMWD has extended the public comment period to December 31<sup>st</sup>. Martha Davis has created a website you can visit: <http://nicasio.net/flood>.

\*UPDATE AS OF 8/21/25: MMWD is no longer actively pursuing the Nicasio spillway modification project.

RCD Program Updates (See staff report for details):

- **Federal Funding Freeze:** USDA is reviewing our proposed amendment to fit the new Advancing Markets for Producers grant program.
- **Conserving Our Watersheds Program (COW):** COW MILC, the most recent Nonpoint Source Pollution Water Board grant, has begun. The agreement for \$1,000,000 is executed and projects at dairies in the Stemple Creek watershed have been solicited and ranked by the Technical Advisory Group. The grant also funds practices in Drakes Bay watershed of the National Seashore and those projects are expected to constitute manure pond decommissioning at those outgoing dairies. Design work began this summer with biology and topography surveys. An application for COW GIRL phase IX was submitted to the Water Board in early January and is in review.
- **Justice Equity Diversity Inclusion (JEDI):** The carbon farm team plus Michelle Katuna and STRAW held a visit with the Federated Indians of Graton Rancheria at Toluma and Straus on May 9th to revisit riparian restoration sites where FIGR collaborated on designs. The team is planning another day of site visits in September. David Escobar is working on tangible recommendations for JEDI improvements to complete before the grant ends in December.
- **Media/Messaging/Outreach:** Second newsletter was sent out! North Coast Soil Hub newsletter highlighted Healthy Soils Projects in the region: <https://conta.cc/4igHa4a>
- **Biomass Project:** The Marin Biomass Project is preparing a complete version of its Study by revising all technical reports submitted by consultants and incorporating them as chapters in an integrated Study. All deliverables under OPR Agreement No 21121 have now been completed, and all invoices have been submitted. The Marin Biomass Project is now operating under OPR (now LCI) Agreement No. SPPD23176. This second contract focuses on dissemination of Study findings and implementation of Study recommendations.
- **Permit Coordination Program (PCP):** The RCD's COW and Carbon Farming 2025 program projects will be put through the PCP in the coming months. There are two upcoming partner projects. Green Gulch Streamflow Enhancement Project was informational at the July meeting and will be coming back for a Board action at the September meeting. Staff are reviewing vegetation management plans for ACR reserves and expect to bring an action to the board also in the coming months.
- **Urban Streams Program:** Sarah Phillips is on leave with Gerhard, and other RCD staff, filling in through the end of the year. Activities include landowner consultations, Marin Project Coordination meetings (agency permits), and various partnerships with the County such as the Tomales Bay tire removal project with NOAA, a new Tomales Bay TAC/Working Group, dissolution of the Inverness Flood Control District Zone 10, and support in Stinson Beach Zone 5.
- **Carbon Farming Program:** Students and Teachers Restoring a Watershed's (STRAW) riparian restoration monitoring and maintenance season is underway. The team recently

finished 7 carbon farm plans and has scheduled follow up meetings with those producers to discuss next steps.

- **Walker Creek Watershed:** No report
- **Funding Opportunities:** Staff continues to meet with Emilie and other north coast RCDs to strategize around Prop 4 funding through SCC and WCB. Sarah is working on a preproposal for WCB's upcoming grant.
- **Finance Committee:** No report
- **District:** Nancy completed the Request for Proposals to secure an auditor.
- **Landowner Assistance Provided:**  
Urban Streams: 3 or 4 individuals requested assistance and were consulted this month  
COW: Only 1 or 2 consultations besides program applicants this month  
CF: 3

#### **4. ANNOUNCEMENTS & CORRESPONDANCE**

- None

#### **5. PUBLIC COMMENT**

Associate director Paul Ingle recently visited Green Gulch and says they would be a good partner to have and encouraged folks to visit their site.

#### **6. MEETING ADJOURNED at 11:50 a.m.**

**Marin Resource Conservation District**  
**Monthly Financial Summary**  
**as of 9/3/2025**

**CASH**

**Wells Fargo\***

	<b>September</b>	<b>August</b>
Checking - Operating Account	\$ 544,606	\$ 243,698
No-till Drill Account	\$ 14,596	\$ 14,596
<b>Total Wells Fargo</b>	<b>\$ 559,202</b>	<b>\$ 258,294</b>

**County of Marin\*\***

Checking	\$ 713,737	\$ 774,687
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**Total Cash**

<b>\$ 1,272,939</b>	<b>\$ 1,032,981</b>
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**OTHER WORKING CAPITAL DETAILS**

<b>Grants Receivable</b> - Open grant invoices - (see page 3)		\$ 273,037	\$ 239,719
<b>Retention Receivable</b> - Due from Grantors		\$ 9,456	\$ 9,456
<b>Prepaid Grant Funds Received:</b>			
Measure A - less-costs/Adm fees		\$ (1,083,839)	\$ (737,839)
Ombudsman Fund		\$ (19,793)	\$ (19,793)
<b>Current Bills To Pay</b> (see page 4):			
Administrative Expenses	11.76%	\$ (13,111)	\$ (14,051)
Grant Expenses, current to be paid	88.24%	\$ (98,386)	\$ (54,007)
<b>Net Working Capital</b>		<b>\$ 340,303</b>	<b>\$ 456,466</b>

\* - Wells Fargo bank balances are reported as of 9/3/2025. However, they are reconciled with the most recent activity through 7/31/2025. There will be adjustments as current statements become available and they could be significant.

\*\* - The County account is reported as of 9/3/2025. However, it is reconciled with the most recent "preliminary" statement through 6/30/2025. There will be adjustments as current statements become available and they could be significant.



## **Marin Resource Conservation District**

### **Monthly Financial Summary**

**Grants Receivable** - Money coming in. The RCD submits invoices to our grantors. Our work is paid on a reimbursable basis. The expected turnaround time for reimbursement varies but is usually 60-90 days.

**Retention Receivable** - Money coming in after grant is finalized. Some funders require a withholding of 10% of each invoice until the entire project is completed and approved. Once the funder is satisfied with the overall grant, the project is deemed complete and the remaining 10% is paid in full to the RCD.

**Prepaid Grant funds** - Received money upfront. This funding has been paid in advance of work being completed and is held in our accounts where, upon board approval, it is deducted from the balance.

**Current Bills To Pay** - Pay these bills now. These are bills where 1) the funder has provided payment, 2) the landowner/contractor cannot wait 60-90 days or 3) they support RCD operating expenses.

# MARIN RESOURCE CONSERVATION DISTRICT

## Open Invoices

9/3/2025

Grantor	1 - 30	31 - 60	61 - 90	91 and over	Total
Audubon Canyon Ranch	1,185				1,185
CA SCC Carbon	27,474	9,620			37,094
CDFA - HSP Block Grant (ZFP)	262		819		1,080
COW MILC - SWRCB	27,487				27,487
Gold Ridge RCD	3,687				3,687
Marin County Carbon Farming		13,138	50,035		63,173
Marin County Urban Streams	40,070				40,070
MMWD	3,719	230	2,939		6,887
North Coast Resource Conservation (UCOP)	11,097				11,097
SCC Wildfire	6,339				6,339
USDA Climate Smart Commodities (SMACCC)		26,103			26,103
USDA Cooperative Grant 2024	5,848	11,229			17,077.67
USDA GLCI (Grazing Lands)	5,167			11,929	17,096.10
Wildlife Conservation Board 2022	15,846				15,846.30
<b>TOTAL OPEN INVOICES</b>	<b>146,996</b>	<b>60,320</b>	<b>53,792</b>	<b>11,929</b>	<b>273,037</b>
Retainers	0	0	0	9,456	9,456
<b>TOTAL DUE</b>	<b>146,996</b>	<b>60,320</b>	<b>53,792</b>	<b>21,385</b>	<b>282,493</b>
	52%	21%	19%	8%	100%

Note: Aging is based upon the date payments are expected.

Total due 91 days and over	91 and over	
USDA GLCI (Grazing Lands)*	6/30/2024	5,410
USDA GLCI (Grazing Lands)*	9/30/2024	4,549
USDA GLCI (Grazing Lands)*	9/30/2024	1,970
<b>Sub-total</b>	<b>\$</b>	<b>11,929</b>
Retainers		9,456
<b>TOTAL</b>	<b>\$</b>	<b>21,385</b>

\* - Payment from the federal government is frozen.

Note: A number of grants are only invoiced quarterly. The actual amount of the total receivables is not reflected here as we do not use estimates. This reflects only invoices that have been submitted to grantors.

# MARIN RESOURCE CONSERVATION DISTRICT

## Bills to Pay

September 2025

Name	Date	Memo	Aging	Open Balance
<i>Administrative Expenses</i>				
CARCD	8/31/2025	Policy advocacy	3	\$ 300
Destination HR Consulting Inc	8/31/2025	Human Resources Consulting	3	\$ 350
Duncan, Preston	8/31/2025	Reimbursement	3	\$ 798
Epke, Gerhard	8/31/2025	Reimbursement	3	\$ 535
Farese, Lee	8/31/2025	Reimbursement	3	\$ 799
Horizon Cable TV	8/31/2025	Internet	3	\$ 134
Katuna, Michelle	8/31/2025	Reimbursement	3	\$ 36
Meggett, Marcus	8/31/2025	Reimbursement	3	\$ 60
O'Neill, Fiona	8/31/2025	Reimbursement	3	\$ 309
Pt Reyes 4th Investors LLC	10/1/2025	September Office Rent	N/A	\$ 2,373
Richard, Cora	8/31/2025	Reimbursement	3	\$ 158
Scolari, Nancy	8/31/2025	Reimbursement	3	\$ 630
Skinker, Sarah	8/31/2025	Reimbursement	3	\$ 1,048
Suronen, Elise	8/31/2025	Reimbursement	3	\$ 914
Smile Business Products	8/17/2025	Copier	17	\$ 150
US Bank Corporate	8/24/2025	Professional Development - AICPA	10	\$ 355
US Bank Corporate	8/24/2025	Fireflies	10	\$ 58
US Bank Corporate	8/24/2025	CARCD - Workshops	10	\$ 629
US Bank Corporate	8/24/2025	Box	10	\$ 2,070
US Bank Corporate	8/24/2025	Microsoft	10	\$ 960
US Bank Corporate	8/24/2025	QuickBooks Online fee	10	\$ 115
US Bank Corporate	8/24/2025	SpringAhead	10	\$ 330
<b>Total Administrative Expenses</b>				<b>\$ 13,111</b>
<i>Grant Expenses</i>				
Abudnance Ag Engineering	8/31/2025	COW PROGRAM CAPGP	3	\$ 3,220
Dimension Four Engineer Cons.	8/31/2025	Survey/map/staking/eval Retainer	3	\$ 8,787
Phillips, Sarah	8/31/2025	Reimbursement	3	\$ 600
Point Blue Conservation Science	8/31/2025	DOC Lazy Riparian Monitoring	3	\$ 6,603
Point Blue Conservation Science	8/31/2025	SCC Carbon Planting	3	\$ 76,051
Winfield, Emilie	8/31/2025	Reimbursement	3	\$ 525
Yee, Orlena	8/31/2025	Marin Carbon Project Management	3	\$ 2,600
<b>Total Grant Expenses</b>				<b>\$ 98,386</b>
<b>Total Bills to Pay</b>				<b>\$ 111,497</b>

# MARIN RESOURCE CONSERVATION DISTRICT

## FOR REFERENCE PURPOSES

August 2025

Name	Date	Memo	Open Balance
<i>Administrative Expenses</i>			
Culture Amp	7/31/2025	Human Resources Application	\$ 1,950
Destination HR Consulting Inc	7/31/2025	Human Resources Consulting	\$ 1,315
Duncan, Preston	7/31/2025	Reimbursement	\$ 640
Epke, Gerhard	7/31/2025	Reimbursement	\$ 506
Farese, Lee	7/31/2025	Reimbursement	\$ 615
Horizon Cable TV	7/31/2025	Internet	\$ 134
Katuna, Michelle	7/31/2025	Reimbursement	\$ 36
Meggett, Marcus	7/31/2025	Reimbursement	\$ 60
O'Neill, Fiona	7/31/2025	Reimbursement	\$ 60
Pt Reyes 4th Investors LLC	9/1/2025	September Office Rent	\$ 2,373
Richard, Cora	7/31/2025	Reimbursement	\$ 158
Scolari, Nancy	7/31/2025	Reimbursement	\$ 630
Skinker, Sarah	7/31/2025	Reimbursement	\$ 804
Suronen, Elise	7/31/2025	Reimbursement	\$ 1,238
Smile Business Products	7/17/2025	Copier	\$ 150
US Bank Corporate	7/24/2025	We Mail For You - Newsletter	\$ 3,052
<b>Total Administrative Expenses</b>			<b>\$ 14,051</b>
<i>Grant Expenses</i>			
Abudnance Ag Engineering	7/31/2025	CAPGP	\$ 5,072
CDW LLC	7/31/2025	OPR Biomass Project Management	\$ 8,148
Dimension Four Engineer Cons.	7/31/2025	Survey/map/staking/eval Retainer	\$ 5,000
Phillips, Sarah	7/31/2025	Reimbursement	\$ 600
Winfield, Emilie	7/31/2025	Reimbursement	\$ 439
Yee, Orlena	7/31/2025	Marin Carbon Project Management	\$ 2,808
<b>Total Grant Expenses</b>			<b>\$ 54,007</b>
<b>Total Bills to Pay</b>			<b>\$ 68,058</b>



## Certificate of Appointment and Oath of Office

STATE OF CALIFORNIA

*County of Marin*

*The remaining governing board members of the **Marin Resource Conservation District**, located in the County of Marin, State of California, do hereby certify that at a **regular** meeting held on the 13th day of August, 2025, appointed **Melissa C. Williams** to the office of **Director**, for the term expiring **December 2026**, as provided by law.*

*Attesting Board Member signature(s): \_\_\_\_\_*  
*Date: ~~September~~ 10, 2025*

STATE OF CALIFORNIA

*County of Marin*

### ***OATH OF OFFICE***

*I, **MELISSA C. WILLIAMS**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter:*

*Director, Marin Resource Conservation District*  
*Name of Office*

\_\_\_\_\_  
*Signature of Appointee as required by EC Section 200*

*10<sup>th</sup> day of September, 2025*  
*Date of Oath*

\_\_\_\_\_  
*Signature of Person Administering Oath*

*Before taking office each member must take and subscribe to the Oath of Office before a governing board member, other school officer. State or county officer. Judicial officer or notary public. to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-/369)*

**ACTION: DISTRICT/FINANCIALS:**

- A. Discussion of auditor selection process, highlights of each firm and approval of new auditors. ~*Marcus Meggett, Fiscal and Ops Manager*

**Is this item Urgent?**

Yes. We urgently need to secure an audit opinion on our 2024 financial statements and get an audit opinion on our 2025 financial statements.

**Background:**

The Marin RCD is required to secure an opinion on the accuracy of our financial statements. This opinion comes in the form of an audit report. The Marin RCD will be seeking an auditor to complete two audit years.

The Executive Director completed a Request for Proposals, and the Fiscal Manager released the Request for Proposals (RFP) to 6 audit firms. 2 firms submitted proposals in response.

This year the RCD must complete a special audit that assesses the RCD's financial statements and ensures proper compliance with statutes, regulations, and terms for federal awards. In fiscal year 2024 the RCD received more than \$750,000 in federal funding. This is a threshold for requiring a special government audit (single audit). Our previous auditor is not capable of performing this type of audit.

On April 22, 2024, the Office of Management and Budget (OMB) made changes to its Uniform Guidance on Single Audits. The new threshold for our 2026 audit will be \$1 million. It is unknown if we will exceed that threshold and continue to bear the increased cost of a special audit.

Both firms that submitted proposals are qualified. Marcus has spoken with the managing partner of both firms. Either would be great to work with. However, Nigro and Nigro only audit Special Districts, they come highly recommended from Gold Ridge, San Diego, Antelope Valley and CARCDs. The partner is easy to talk to, they can start soon, and they are more reasonably priced.

**2024 Audit Pricing:**

Nigro & Nigro \$20,500

Harshwal \$24,500

**Budget Impact**

A 2-year audit will cost a minimum \$20,500 for FY23-24 (single audit) and is projected to cost between \$15,500 - \$21,000 for FY24-25.

Prior years ACTUAL Accounting and Audit expenses per Annual Budget:

FY22-23	\$9,550 (1 audit)
FY23-24	\$22,175 (2 audits completed, FY 2022 & FY 2023)
FY24-25	\$9,000 (Indirect cost proposal preparation. No audit expense this year.)

This year's approved budget for Accounting and Audit expense: FY25-26 \$27,000

Our 2-yr audit impact on this year's budget is estimated to be \$20,000 in additional expenditures for FY25-26.

**Today's Action:**

The following action is recommended:

2D. Approval of the accounting firm of Nigro and Nigro to be the new auditors for the Marin RCD.

### Action Profile

**2E.** Board approval of 2025 Marin RCD Employee Handbook. ~ *Nancy Scolari, Executive Director & Dena Grunt, Destination-HR*

### Urgency

Moderately urgent. This item can be delayed one more month if there are unanswered questions to resolve. Our current policy is very outdated and does not address many important personnel issues, therefore it is important to have an updated policy as soon as possible.

### Background

For many years, the Marin RCD has operated under a Personnel Policy that has provided a small staff of 3-5 with a description of benefits and guidance for workplace policy. This policy originated in 2006 and has been revised over the years. In August 2024, the Marin RCD hired a consultant (Destination-HR) to review and recommend HR actions given our growing staff of 11 employees. One of the recommendations made was to revise the Personnel Policy since it was lacking clarity and important information regarding several workplace policies. Over the last year, staff (Nancy, Marcus, Elise) have been working alongside Dena from Destination-HR to create a new Marin RCD Employee Handbook.

The Marin RCD Employee Handbook has been presented to the Finance Committee since several policies affect finance (PTO, 401k, Sabbatical). The Handbook has also been presented to staff. The Handbook is a work in progress and we expect more changes to come once certain policies are researched a bit more, however the Handbook in its current form is ready for Board approval.

There are a few notable changes to benefits:

1. The 401K retirement vesting schedule has changed from 6 years to 2
2. A new Sabbatical Policy is included

And a few items that require further research:

1. Health Reimbursement Policy
2. Exempt and non-exempt employee review
3. Roth IRAs and RCD contributions
4. Telework Policy - Work from home stipend
5. Confidentiality Policy
6. Cell Phone Policy
7. Salary Step Schedule

### Available Budget:

No noticeable impact since no prominent policy changes have been made.



MARIN RESOURCE



CONSERVATION DISTRICT

**Marin Resource Conservation District**

*Employee Handbook*

August 2025

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DRAFT

## A. INTRODUCTION

Marin Resource Conservation District (MRCD) (also referred to as “The District”) welcomes you as an employee. You are an important member of our team, and we hope that you will find your position with the District rewarding, challenging, and productive. We feel a very strong commitment to our employees, and we want each employee to feel a strong sense of loyalty and commitment to the District. In this Handbook you will see the terms Executive Director, District, and District Management frequently used. Executive Director shall mean the current Executive Director. The District refers to the organization as a whole. District Management refers to the Board President, the Executive Director and the District’s HR Consultant, Dena Grunt, Destination HR – 707.695.6863 or [dena@destination-hr.com](mailto:dena@destination-hr.com).

The District has created this Employee Handbook (“Handbook”) to provide you with an overview of the District’s policies, rules, procedures and benefits, and to familiarize you with information about the District’s operations and provide guidelines for your employment. We believe effective communication regarding expectations between staff, and the District is extremely important, minimizes misunderstandings and allows us to focus on our primary task of providing first class service to the community we serve. Both new and current employees will find the information in this Handbook interesting and useful.

This Handbook is not an employment contract, nor can any other written or unwritten policy or practice create an express or implied contract between you and the District, unless the agreement expressly states that it is a contract, and it is signed by the Executive Director. However, it is important for all employees to read, understand, and comply with all provisions of this Handbook because compliance with the District’s policies, rules, and procedures and is a term and condition of your employment. Please take the time to carefully read this Handbook, and keep a copy for your future reference, as it is a valuable resource for understanding your job and the MRCD. If you are unclear about any of the statements contained in this Handbook, please feel free to reach out directly to your manager, the Executive Director, or the District’s HR Consultant, Dena Grunt. At all times, the District maintains the right to exercise discretion and flexibility in establishing and administering District policies, rules, procedures and benefits.

This Handbook is the only operative handbook for the District and supersedes all prior versions of any District handbook and any inconsistent policies. This Handbook does not attempt to cover all of the District’s policies, rules and procedures, as we recognize that changes will be needed from time to time as the District continues to evolve and as laws, regulations and business needs change. Since the District cannot anticipate every situation or answer all questions about employment in this Handbook, the District reserves the right to update this Handbook and/or revise, modify, delete or add to any and all of its policies, procedures, rules, and/or benefits at any time, without prior notice. You will be notified of any applicable changes to this Handbook or the District’s policies, rules, procedures and/or benefits.

The District intends that all policies, rules and procedures contained in this Handbook be fully compliant with all applicable laws and regulations. To the extent any Policy, rule or procedure contained in this Handbook may at some time become inconsistent with an applicable law or regulation, it will be adjusted and applied to be fully compliant. We will always extend to you the full benefit of all applicable laws and regulations.

If you believe any person has prevented you from complying with the requirements of any of the District’s policies, rules or procedures or has directed or encouraged you to violate any policy, rule or procedure you are required to immediately notify the District Management.

## **B. EMPLOYMENT ADMINISTRATION**

### **1. EMPLOYMENT ELIGIBILITY**

All employees are required to properly complete an Employment Eligibility Verification Form I-9, which is used to verify the identity and employment authorization of individuals hired for employment in the United States.

The District recognizes the importance of maintaining a safe workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-workers or others. Accordingly, The District reserves the right to investigate an individual's prior employment history, personal references and educational background, as well as any other relevant information that is reasonably available to The District. Additionally, The District may conduct criminal history, credit history, medical examinations, and other background checks, as determined in The District's sole discretion and in accordance with all applicable laws.

### **2. MODIFICATION OF TERMS AND CONDITIONS OF EMPLOYMENT**

The District reserves the right, at any time, for any reason, with or without prior notice or cause, to modify any and all District Policies, procedures and rules as well as any employee's compensation, benefits, work schedule, position, job title, job duties and/or responsibilities, working conditions, production standards, work location, and any other terms and conditions of employment, in the District's sole and absolute discretion, unless otherwise prohibited by law. The District will provide affected employees with notice of any such modifications. The District also reserves the right to ask employees to work on special projects or assignments. Employees are expected to cooperate with such requests. Any questions about this Policy may be discussed with District Management.

### **3. INTRODUCTORY PERIOD AND INITIAL TRAINING**

All newly hired employees must serve an Introductory Period of a minimum of 90 calendar days. Throughout the Introductory Period, The District will closely review and evaluate your performance and competency by examining factors including, but not limited to, your ability to perform required tasks, work as a team and exhibit leadership skills, your skill set, attendance, attitude and commitment, and The District will determine whether you meet the requirements of the position for which you have been hired, whether to continue your employment, and/or extend the Introductory Period. If you are absent for a significant amount of time during your Introductory Period, the length of the absence will automatically extend the Introductory Period, unless The District determines otherwise. Employment is not guaranteed for the entire Introductory Period and may be terminated at any time, for any reason, with or without cause, and with or without prior notice or warning. Satisfactory completion of the Introductory Period does not entitle you to employment for any specific term or otherwise alter the at-will nature of your employment. Employees who are rehired following a break in employment with The District of more than 6 months, other than an approved leave of absence, must complete another Introductory Period of a minimum of 90 calendar days and are considered new employees from the effective date of their re-employment for all purposes, including benefits, unless otherwise required by law.

Employees will be provided with training on an individual or group basis to teach you the District's specific procedures for the performance of your job duties and responsibilities and ensure you know the District's expectations. If you ever feel you are in need of additional training, please notify District Management.

#### 4. EMPLOYEE INFORMATION AND PERSONNEL RECORDS

Each employee must provide the District with current information regarding the employee's legal name, address, telephone numbers, emergency contact, marital status and dependents claimed for payroll purposes, beneficiary designation for insurance purposes, driving record and/or status of driver's license if the employee is required to drive as part of your job duties, and any accommodations needed for a personal medical condition. It is the employee's responsibility to make sure the District is informed of any changes to any of this information. The District maintains personnel files and records for each employee, as well as separate files for medical information obtained from employees. All personnel files and records are confidential and access to the files is limited to only those designated employees who are specifically authorized to have access. The District will not release any confidential employee information to any third party without obtaining the employee's written consent, unless compelled to do so by a valid court order, subpoena or other lawful process. Employees have the right to inspect and receive a copy of their personnel and wage records in accordance with applicable State and Federal laws, including, but not limited to California Labor Code §§226, 432 and 1198.5. If you want to inspect or receive a copy of your personnel file or wage records, please notify District Management. Employees are not permitted to take or modify any document in any employee's personnel file unless expressly authorized to do so by District Management.

#### 5. EMPLOYEE CLASSIFICATIONS

Each employee is classified based upon the number of hours the employee is regularly scheduled to work and whether the employee is exempt from overtime requirements pursuant to applicable Federal and State laws. An employee's classification will not change unless the employee is specifically informed of the change by the District. An employee's classification does not guarantee employment for any specific length of time since all employees are hired for an indefinite and unspecified duration. The following classifications apply to our employees:

- Introductory Employee – An employee who has not yet satisfactorily completed the Introductory Period.
- Regular Full-Time Employee – An employee who has satisfactorily completed the Introductory Period and is regularly scheduled to work at least 40 hours per workweek. Regular Full-Time Employees may be classified as Exempt or Non-Exempt (see definitions below).
- Regular Part-Time Employee – An employee who has satisfactorily completed the Introductory Period and is regularly scheduled to work less than 40 hours per workweek. Regular Part-Time Employees are classified as Non-Exempt and are compensated on an hourly basis.
- Temporary Employee - An employee whose services are anticipated to be of limited duration, for a season or for a special assignment. Temporary Employees are not considered "Regular" employees regardless of the number of hours they are scheduled to work, the length of their employment or the number of seasons worked. Temporary Employees may be classified as Exempt or Non-Exempt.

- Non-Exempt Employees – Employees who are paid on an hourly basis for each hour of work performed and who are entitled to overtime pay according to applicable Federal and State laws. Non-Exempt Employees are not permitted to work overtime unless specifically authorized or required to do so in advance by District Management.
- Exempt Employees – Employees who are paid a salary and whose positions qualify as exempt from overtime pay according to applicable Federal and State laws. An Exempt Employee is required to work the hours necessary to fulfill the employee's job duties and responsibilities, without the payment of overtime in addition to the Exempt Employee's salary. Unless a Policy indicates it only applies to Non-Exempt Employees, Exempt Employees are required to comply with the Policy. Any Exempt Employee who believes the job duties actually performed by the employee are different than those that qualify the employee to be classified as Exempt must immediately notify District Management so a determination can be made regarding whether the employee still qualifies as Exempt. The District currently does not have any employees classified as Exempt.
- Inactive Employees - Employees who are on any leave of absence, other than while on paid time off (PTO), for more than 30 days. Inactive Employees are not entitled to any District benefits, including the accrual of vacation, other than as required by law.

## 6. ATTENDANCE AND PUNCTUALITY

Due to the nature of the District's business, regular attendance and punctuality are indispensable to the ability of each employee to perform the essential functions of each and every position within the District. Each employee, regardless of classification, is important to the District's overall success. When you are late or absent, someone else must do your job. Accordingly, you are expected to report to work on time at the scheduled start of each workday and to work until the end of your scheduled shift, except during meal and rest periods. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time and that you are in appropriate work attire to perform your job duties. However, any Personal Protective Equipment (PPE) or other required work gear shall not be put on until you have already clocked-in and shall be removed before you clock out.

Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided, except in the case of an emergency. If you need to miss work, arrive late or leave early, you must contact the Executive Director as far in advance as possible before the scheduled start of your workday and provide an honest reason or explanation, as well as the expected duration of any absence. The District will comply with all applicable laws governing employee absences. It is the employee's responsibility to provide the District with sufficient information to enable the District to determine which laws may apply to each absence. You must notify the District of any changes to your leave status as soon as possible. For absences in which an employee claims to be sick for more than 3 days, the District may require documentation from the employee's health care provider to confirm the absence and to ensure that the employee may safely return to work.

If an employee who is not entitled to protected leave has submitted a request for PTO which is not approved and the employee misses work anyway, the employee will be subject to disciplinary action, up to and including termination. If you fail to report to work for 2 consecutive scheduled workdays without properly notifying the Executive Director, the District will consider you to have voluntarily resigned from your job.



Absenteeism, tardiness, failing to comply with your obligations as stated herein if you need to miss work, arrive late or leave early, and/or failing to provide documentation as required by this Policy will lead to disciplinary action, up to and including termination.

## 7. WORKWEEK, AND COMPENSATORY TIME OFF

**Work Week.** The work week is defined as forty (40) hours; however, the District does not guarantee a forty (40) hour work week.

**Office Hours.** Normal work hours are Monday through Friday, from 9:00 am to 5:00 pm.

**Office and Field Scheduling.** Any employee can make a request to reschedule their time for other than normal work hours. Scheduling other than normal work hours shall be done only upon agreement by the Executive Director. The Executive Director, denying a request, shall also explain to the employee the reason for denial.

**Reporting.** An employee who cannot report to work on any given day shall make every attempt to notify the Executive Director. An employee who must leave work outside of approved work hours is to report to the Executive Director prior to leaving work.

**Time Accounting.** All employees shall submit accurate time records in the District's timekeeping software. Time submittals shall be approved by the Executive Director.

**Overtime.** Employees are not allowed to work unapproved overtime. Compensatory Time Off (CTO) may be given with the prior approval of the Executive Director. Overtime is defined as any hours in excess of forty (40) hours in one workweek. The work week is from Monday 12:01 am to midnight Sunday. CTO may be compensated at a District rate of one to one and a half. CTO compensation must be agreed to between the employee and the Executive Director prior to working overtime.

## 8. RECORDING TIME WORKED

All Non-Exempt Employees are required to accurately report the time they work using the District's timekeeping system. Non-Exempt Employees are required to accurately document when they begin work, the start of each meal period, the end of each meal period, and the time in which they have completed all work for the workday. Employees' time entries must accurately reflect any absences, late arrivals and early departures. Non-Exempt Employees shall also document all time spent at required meetings and training if they are not already clocked in. Non-Exempt Employees may not work "off the clock" or perform any work-related duties whatsoever without documenting the time worked using the District's timekeeping system. Employees are not assigned an amount of work that the District expects will not be able to be completed within the Non-Exempt Employee's scheduled hours or authorized overtime. Non-Exempt Employees may not perform any job duties until they are clocked in, nor perform any job duties after they are clocked out. Accordingly, Non-Exempt Employees are not permitted to create, review or respond to work-related e-mails, text messages or voicemail messages, run any errands or perform any job duties whatsoever outside of scheduled work hours or when not clocked in, unless authorized to do so by District Management, in which case, all time spent performing any such work shall be documented as time worked using the District's timekeeping system. Once an employee is clocked in, the employee must not delay the start of work, nor should any employee delay in clocking out after completing work for the day. Time spent by Non-Exempt Employees donning and doffing, putting on and taking off PPE, completing required documentation, and performing all other work-related activities must be documented as time worked and cannot be performed "off the clock." All employees are prohibited from taking any action to encourage or require any other employee to work at any time without accurately recording all time worked.

Only employees are authorized to enter their time worked using the District's timekeeping system. The District may require you to complete a certification to confirm that the information in the District's timekeeping system is true and correct and that you have taken all required meal and rest periods in compliance with our Policy and the law. If there is ever a workday that you do not take a timely and complete meal or rest period, or if any of the information reported using the District's timekeeping system is not true and correct, you must notify District Management. The District will review employees' time entries, discuss any questions or concerns with the relevant employee, and work with employees to make necessary notes and/or time adjustments to ensure that employees are accurately paid for all time worked.

Failure to accurately report the time you have worked, your meal periods, any non-compliant missed meal or rest period, tampering with the District's timekeeping system, recording time for another employee, allowing any other employee to record time for you, improperly altering any time entry, and/or any other violation of this Policy will result in disciplinary action, up to and including termination.

## 9. PAYROLL

Pay periods are comprised of 2 workweeks. Employees are paid every other Friday for the hours worked during the previous pay period. Your paychecks will be available to be picked up at the District after 4:00 p.m. on payday. Only you are authorized to pick up your paycheck, unless you provide the District with written authorization to allow someone else to pick up your paycheck. If you want to authorize someone else to pick up your paycheck, or request that the District mail your paycheck to you, you can do so by submitting a completed written authorization form to District Management. You can also elect to have your paychecks directly deposited into the account of your choice by notifying District Management and providing a voided check or other appropriate account and routing information for the account you have selected for direct deposit. Employees who elect direct deposit will still receive a wage statement for each paycheck.

**Hourly Payroll:** Employees are to be paid hourly, not salaried. The pay period is on a biweekly cycle. Compensation during each pay period is at the established regular hourly rate for hours actually worked during each period.

Federal and State laws require the District to make proper deductions on behalf of its employees. Amounts withheld vary according to earnings, marital status and number of exemptions claimed. All employees must notify the District in writing of the number of exemptions claimed by completing the appropriate paperwork.

The District takes all reasonable steps to ensure that employees receive the correct amount of pay on each paycheck and that employees are paid properly on the scheduled payday. If you believe that an improper deduction has been made, or that there is any error on your paycheck, you are required to immediately notify District Management upon discovering the issue so the District can determine whether an adjustment or reimbursement needs to be made.

## 10. REPORTING TIME PAY

This section is applicable only for Non-Exempt Employees. The District provides reporting time pay to Non-Exempt Employees in all circumstances required by applicable law. When an employee reports to work as scheduled but is not put to work or is only permitted by the District to work for less than 1/2 of the employee's scheduled workday, the employee will be paid for 1/2 of the employee's scheduled workday, but in no event shall the employee be paid for less than 2 hours, nor more than 4 hours. If an employee is required to report to work

for a second time in a workday, and does report to work, but is only permitted by the District to work less than 2 hours the second time the employee reports to work, the employee will be paid for 2 hours. Reporting time pay will be paid at the employee's base hourly rate of pay, or overtime rate, as applicable. Reporting time pay for hours not actually worked is not counted for purposes of determining overtime. Reporting Time Pay is not required to be paid when:

- The District's operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities.
- Public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities, or sewer system.
- The interruption of work is caused by an Act of God or other cause not within the District's control, including weather conditions (e.g., extreme heat or cold, rain, fog, hail, etc.).
- The employee is on paid standby status and is called to perform assigned work at a time other than the employee's scheduled reporting time.

## 11. MEAL AND REST PERIODS

The District requires all employees to take meal and rest periods as required by applicable law. The District schedules work and job duties to ensure that every employee is able to take all required meal and rest periods. It is the responsibility of each employee to ensure that all required meal and rest periods are taken.

Employees are not permitted to skip, delay or reduce the required length of any meal or rest period and are not permitted to perform any work during any meal or rest period. Rest periods are counted as time worked, and employees are paid for the time they spend on rest periods. Meal periods are not counted as time worked, and employees are not paid for the time spent on meal periods. Employees are permitted to leave the premises during meal periods and rest periods.

Since some employees work without close supervision, the District cannot closely monitor when each and every meal and rest period is taken. If you think you may not be able to take a meal or rest period as required by this Policy, you must notify the Executive Director immediately so the District can work with you to ensure that you take the required meal and/or rest period. Employees are required to accurately document each meal period using the District's timekeeping system. Meal and rest periods shall be taken in compliance with the following rules:

- Rest Periods – If you do not work more than 3.5 hours in a workday, you may waive your right to take a rest period if you would like. For days on which you work more than 3.5 hours, you are required, authorized and permitted to take 1 uninterrupted and duty-free 10-minute rest period for every 4 hours worked or major fraction thereof (anything over 2 hours). Rest periods shall be taken as close to the middle of each work period as practicable. Employees may not combine rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. The number of rest periods required to be taken every day is based on the number of hours you work, as shown on the following chart:

Workdays of less than 3.5 hours	Rest period may be waived by employee
Workdays of 3.5 – 6 hours	1 rest period
Workdays of 6 – 10 hours	2 rest periods
Work days of 10 – 14 hours	3 rest periods

- Meal Periods – 30 minute uninterrupted and duty-free meal periods shall be taken by each employee who works more than 5 hours in a workday. The first meal period must begin before the end of the 5<sup>th</sup> hour worked / beginning of the 6<sup>th</sup> hour of work. However, employees who work less than 6 hours in a workday may waive the first meal period by obtaining the consent of the District. A second 30 minute uninterrupted and duty-free meal period shall be taken by each employee who works more than 10 hours in a workday, unless the employee works 12 or fewer hours in total, the employee timely took a legally compliant first meal period, and the employee elects to waive the second meal period with the consent of the District. Second meal periods shall begin before the end of the 10<sup>th</sup> hour worked / beginning of the 11<sup>th</sup> hour of work. Employees are not required to waive any meal periods and all permissible meal period waivers must be voluntary. Employees cannot take a meal period at the beginning or end of a shift in order to arrive at work late or leave work early. An example of the meal period timing requirements is as follows:

An employee who starts work at 8:00 a.m. must start the first meal period no later than 12:59 p.m. (because the 6<sup>th</sup> hour of work starts at 1:00 p.m.) and the second meal period no later than 5:59 p.m. (because the 11<sup>th</sup> hour of work starts at 6:00 p.m.). The following chart illustrates this example:

8:00 a.m. – 9:00 a.m.	1 <sup>st</sup> hour worked
9:00 a.m. – 10:00 a.m.	2 <sup>nd</sup> hour worked
10:00 a.m. – 11:00 a.m.	3 <sup>rd</sup> hour worked
11:00 a.m. – 12:00 p.m.	4 <sup>th</sup> hour worked
12:00 p.m. – 1:00 p.m.	5 <sup>th</sup> hour worked - - - the 1 <sup>st</sup> meal period must begin no later than 12:59 p.m.
1:00 p.m. – 2:00 p.m.	6 <sup>th</sup> hour worked
2:00 p.m. – 3:00 p.m.	7 <sup>th</sup> hour worked
3:00 p.m. – 4:00 p.m.	8 <sup>th</sup> hour worked
4:00 p.m. – 5:00 p.m.	9 <sup>th</sup> hour worked
5:00 p.m. – 6:00 p.m.	10 <sup>th</sup> hour worked - - - the 2 <sup>nd</sup> meal period must begin no later than 5:59 p.m.
6:00 p.m. – 7:00 p.m.	11 <sup>th</sup> hour worked
7:00 p.m. – 8:00 p.m.	12 <sup>th</sup> hour worked

Employees are relieved of all duties during meal and rest periods, are not permitted to work “off the clock,” including during meal and rest periods, and should not consider themselves to be on-call during any meal or rest periods.

Any employee who does not take a required and legally compliant meal or rest period, or who is in any way discouraged or prohibited from taking a required meal or rest period, shall notify District Management on the day in which the meal and/or rest period was non-compliant.

If you believe any person has prevented you from complying with the requirements of this policy or has directed or encouraged you to violate this Policy, you are required to notify District Management immediately.

Employees who fail to take required meal or rest periods and/or who fail to properly report any missed or non-compliant meal or rest period will be subject to discipline, up to and including termination. Likewise, any employee who encourages or requires another employee to violate this Policy will be subject to disciplinary action up to and including termination.

## **12. LACTATION ACCOMMODATION**

The District provides lactating employees a reasonable amount of break time to accommodate an employee desiring to express breast milk for an infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any rest period already provided to the employee. Any break time provided to express breast milk that does not run concurrently with rest periods already provided to the employee shall be unpaid.

The District will provide lactating employees with the use of a room or other suitable location for the employee to express milk in private, which is in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. Employees with private offices will be required to use their offices as the location to express breast milk. Employees who work in the fields, away from the District's office may be provided with an alternate location to express milk, including an air-conditioned cab of a truck or tractor, in accordance with applicable law. The District will also provide the employee with access to a sink with running water and a refrigerator or other cooling device suitable for storing milk.

Employees who desire lactation accommodations should notify District Management, who will promptly provide a response to the employee's request confirming the designated location for the employee to express milk and the refrigerator or other cooling mechanism that will be made available for the employee. The District will not discriminate or retaliate against any employee for requesting a lactation accommodation. Employees who believe there has been a violation of this Policy shall immediately notify District Management so the District will have an opportunity to address the alleged violation. Although employees also have the right to file a complaint with the California Labor Commissioner for a violation of this Policy, the District is confident that we can address any concerns that the employee may have so filing a complaint will not be necessary.

## **13. MANDATORY MEETINGS AND TRAINING**

Employees may be required to attend mandatory meetings, training programs, and/or other activities. The District will pay the registration costs, fees and other appropriate costs required for an employee to attend mandatory meetings and/or training programs. Do not assume that a meeting or training program is mandatory or that your attendance outside of working hours is approved by the District. You will be notified if the District requires your attendance at a meeting or training program.

Non-Exempt Employees who are required to attend mandatory meetings and/or training programs outside of scheduled working hours will be compensated as time worked for all time spent at the meeting and/or training program. Accordingly, attendance at mandatory meetings and/or training programs must be documented as time worked using the District's timekeeping system. Additionally, if attendance at a mandatory meeting or training program requires an employee to travel a distance that is beyond the employee's normal commute, the employee will be compensated for the additional travel time as time worked. The rate of pay for employees who attend mandatory meetings and training, as well as travel time pay, may vary from the employee's base hourly

rate, as determined in the District's sole direction. If you have any questions regarding meetings and/or training programs or how to document your attendance, ask District Management.

#### **14. COMPANY CREDIT CARDS AND BUSINESS EXPENDITURES**

Designated employees may be issued a District credit card. District credit cards shall only be used by employees who are given specific authorization to do so by District Management and shall only be used for District business. Employees are prohibited from using a District credit card for personal charges.

From time to time, an employee may expend the employee's own money for a District expense. In accordance with California law, the District will reimburse employees for all necessary expenditures or losses incurred as a direct consequence of discharging the employee's duties. All such expenditures must be authorized by the employee's manager prior to the expenditure being made. If an approved expenditure is made, the employee must submit a receipt for the expenditure to District Management within 30 days of making the expenditure. The District will reimburse the employee within 30 days of receiving a receipt for an approved expenditure.

### **C. CAFETERIA PLAN: BENEFITS AVAILABLE TO ALL EMPLOYEES**

#### **1. WORKERS' COMPENSATION INSURANCE**

The District provides workers' compensation insurance coverage for all employees, regardless of classification, as required by law. Workers' compensation insurance protects you if you are injured while working or become ill as a result of a work-related cause. The District pays for the cost of this coverage.

If you suffer a work-related injury or illness, you must immediately report it to District Management, regardless of how minor you believe the injury or illness to be, obtain appropriate medical treatment and follow-up care, complete all required forms and documentation associated with the injury or illness, and provide the District with certification(s) from your health care provider regarding any work restrictions, the need for time off work and confirming your ability to return to work. If you are on leave for a work-related injury or illness, you will be required to maintain contact with the District, provide the District with all updated work status reports from your health care provider as soon as they are received by you, and notify the District as soon as you are released by to return to work, with or without any work restrictions.

Employees who are eligible for protected leave under the CFRA, ADA and/or FEHA will have their time off of work resulting from an injury covered by the District's workers' compensation policy designated to run concurrently with their CFRA, ADA and/or FEHA leave. Employees may be required to participate in a fit for duty medical examination prior to or after returning to work from a work-related injury or illness in accordance with applicable law. Employees returning to work after leave necessitated by a work-related injury, including those who were concurrently placed on CFRA, ADA and/or FEHA leave, have no greater right to reinstatement or right to job security than any other employee. For example, if the employee on leave as a result of an injury covered by the District's workers' compensation insurance policy would have been laid off had the employee not been on

leave, or if the employee's position has been eliminated, the employee will not be entitled to reinstatement merely because the employee suffered a work-related injury.

While on leave for a work-related injury or illness, employees do not accrue vacation (for eligible employees) and those who are on leave for more than 30 days are not entitled to any other benefits, unless otherwise required by law. In accordance with the law, eligible employees may use accrued paid sick leave and vacation to supplement any State Disability Insurance payments or other State funded payments received by the employee while on leave. Employees who are not receiving compensation through workers' compensation, State Disability Insurance or other State funded payments are required to use accrued paid time off while they are on leave, in accordance with the law. Employees whose medical insurance is paid by the District are required to pay their premiums while on leave, with all premium payments required to be paid to the District.

All employees should be aware that while legitimate workers' compensation claims are covered by workers' compensation insurance, false claims are not and making a fraudulent claim is a crime. Accordingly, the District will notify our workers' compensation insurance company of any concerns related to false or fraudulent claims.

The District will not retaliate or discriminate against you for reporting a legitimate work-related injury or illness. Failure to immediately report a work-related injury or illness, making a false claim or failing to comply with any other requirements of this Policy, will result in disciplinary action up to and including termination.

### 3. STATE DISABILITY INSURANCE

California has a disability insurance program designed to protect individuals against loss of wages when they are unable to perform their regular or customary work because of sickness or injury not related to the employee's work. This insurance is automatically deducted from the employee's pay and is selected by the employee on a voluntary basis.

### 4. SOCIAL SECURITY

The Social Security Administration administers the Federal programs of retirement, survivors, disability and health insurance for people 65 years and over (Medicare).

These benefits are paid for by contribution based on covered earnings. Employees and MRCD share the responsibility of paying contributions. Contributions are deducted from each employee's wage each payday. MRCD sends them, with an equal contribution as MRCD's own share, to the District Director of Internal Revenue.

The Social Security system makes available to eligible persons four basic benefits:

- Old Age (retirement) Insurance benefits
- Survivors Insurance benefits
- Disability Insurance benefits
- Hospital and Medical Insurance benefits (including Medicare)

## 5. MEDICAL, DENTAL AND VISION COST REIMBURSEMENT PROGRAM

Commented [DG1]: STAFF: this is one section that may evolve.

MRCD reserves the right to self-insure or to change any or all insurance carriers for MRCD-paid benefits. For additional information on reimbursements, please contact Executive Director

Unless otherwise required by law (i.e., employees off work and eligible for certain categories of protected leave), employees who are out of work on unpaid leave for any reason for a period of 30 days or more, and those employees whose employment terminates for any reason, will no longer be eligible for reimbursement of insurance premiums.

## 6. RETIREMENT

MRCD offers a retirement option, available at completion of the fourth month of employment, which is provided as follows:

- 401K Plan: Fidelity
- Employer Match: 100% of employee contribution up to 10% of your compensation. Matching contributions are paid as a lump-sum for each calendar year in January of the following year.
- % Vested: The percent Marin RCD match made to your 401k contribution that you may take with you when you leave the District.
  - After one year of service: 50% vested
  - After two years of service: 100% vested

## 7. TRAINING AND DEVELOPMENT

The MRCD is committed to excellence in staff by encouraging an individual's personal growth, the growth of the MRCD team and the growth of the organization. It is our belief that this support network leads to the enhancement of services provided within our District. We aim to create a culture of learning where employees take responsibility in partnership with MRCD for their development. We recognize the need to support training and education so that employees are fully equipped to deliver the MRCD's Mission, Goals and Objectives; both now and however they may change in the future. The success of the MRCD and the community it serves depends on all employees, whatever their role, having the relevant skills, knowledge, and competencies.

Staff development embraces all forms of development activity including personal study, e-learning, internal or external courses, workshops, work shadowing and planned experiences. The MRCD will aim to support individuals through available grant and district budgets. Development activities which have no direct relevance to the individual's role or objectives of the District are not within the remit of this policy.

An employee may participate in training, conferences and educational events that are 1) approved by the Executive Director and 2) supported by grant objectives and budgets. Each year, upon completion of the FY annual budget, allocations will be made for professional growth. Allowable expenses may include one or more of the following: travel, fees, tuition, transportation, meals, and time.



## 8. LEAVES OF ABSENCE

The District complies with all laws related to providing protected leave to employees. This Handbook contains only a summary of some of the leaves of absence that may be available to employees. Eligibility for protected leave is based upon criteria set forth in California and Federal laws and regulations. For all leaves of absence, it is important for you to request leave as soon as practicable when you know of the need to be away from work, that you comply with all terms and conditions of any permitted leave of absence, and that you keep the District informed of any changes in your anticipated return date. All employees who do not work all or a portion of a workday are required to document the time they are not at work using the District's timekeeping system and work with District Management to properly categorize the time off as paid or unpaid and protected vs. unprotected leave based upon the District's Policies and applicable law. When returning to work from a leave of absence that lasts longer than 2 weeks, you should provide the District with at least 2 weeks' notice to provide the District with a reasonable opportunity to schedule your return. If you fail to return to work at the expiration of your approved leave, you will be deemed to have voluntarily resigned, unless otherwise required by law.

Unless prior written approval is obtained from the District, employees may not engage in gainful employment during the period of any leave of absence if such employment would prolong the employee's leave of absence, be a conflict of interest, interfere with the employee's ability to return to work for the District, or violate any other Policy in this Handbook.

Questions about the leaves of absence debriefed in this Handbook and other potentially available leave rights should be directed to District Management.

## 9. PAID TIME OFF (PTO: VACATION/SICK LEAVE)

Paid Time Off (PTO: vacation/sick leave) is an all-purpose time-off policy for eligible employees to use for vacation, the diagnosis, care, treatment of an existing health condition or preventative care of an employee, family member or for employees who are victims of domestic violence, sexual assault or stalking to seek aid, treatment, or related assistance. A family member is defined as a spouse, registered domestic partner (RPD), grandparent, grandchild, sibling, in-law, parent, step-parent, legal guardian, or child (regardless of age or dependency status), illness or injury, and personal business. Regular full-time employees earn PTO as follows:

### YEARS OF SERVICE, PAY PERIOD ACCRUAL, ANNUAL MAXIMUM ACCRUAL

Full-time employees accrue PTO as indicated below. Employees working fewer hours are eligible for pro-rated PTO benefits.

- 1 week of PTO is accrued after the first 6 months of employment.

0 up to 3 years	11.33 hours accrued per month (136 hours per year)	PTO is 80 hours max + sick is 56 hours max
3 up to 10 years	14.67 hours accrued per month (176 hours per year)	PTO is 120 hours max + sick is 56 hours max
Over 10 years	18 hours accrued per month (216 hours per year)	PTO is 160 hours max + sick is 56 hours max

- PTO is accrued at the rates above for all employees who work 40 hours per week, including paid lunch and breaks.

PTO is paid at your base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives or bonuses.

PTO will be used to supplement any payments that you are eligible to receive from state disability insurance, or workers' compensation. The combination of any such disability payments and PTO cannot exceed your normal weekly earnings.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when you start to earn PTO. You will not earn PTO while you are out on a leave of absence. Therefore, your benefit year may be extended if you go out on a leave of absence other than a military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Salary will not be credited in lieu of PTO, except upon termination of employment.

## 10. PTO SCHEDULING AND APPROVAL

PTO can be used in minimum increments of one (1) hour for non-exempt employees. If you have an unexpected need to be absent from work, you should notify the Executive Director before the scheduled start of your workday. The Executive Director must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, you need to request advance approval from the Executive Director. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Prior to taking PTO, employees must complete monthly staff reports, board meeting materials, timesheets, email/phone autoreplies, and arrange for an alternate staff person to respond to outside requests.

MRCD encourages employees to take PTO days within a year of their accrual; however, PTO may be carried over for a maximum of two years. At any time, PTO reaches the two-year maximum, PTO will stop accruing.

When PTO is used in conjunction with paid work time during travel pertaining to MRCD projects, prior to the trip employees must indicate in writing to Executive Director the days which will be worked, and personal days taken. Employees will not be eligible for expense or lodging reimbursement on PTO days.

PTO can only be taken up to the amount of PTO that has been earned at the time the PTO is being taken,

## 11. HOLIDAYS

The MRCD provides a total of 14 holidays (12 regular and 2 floating). On July 1 of each fiscal year, 112 hours of paid holiday time will be given to each employee. There are 12 designated holidays observed on the following dates. The following holidays must be taken the day of the holiday, unless authorized by the Executive Director:

1. Independence Day (or, if the 4<sup>th</sup> falls on a weekend, the preceding Friday)
2. Labor Day
3. Veterans' Day
4. Thanksgiving break - 2 days: 4th Thursday and Friday in November
5. Christmas Eve - ½ day
6. Christmas Day
7. New Year's Eve - ½ day
8. New Year's Day
9. Martin Luther King Jr.'s Birthday
10. President's Day
11. Memorial Day
12. Juneteenth

Each employee receives two "floating holidays". Floating Holidays are given to all eligible employees at the beginning of the fiscal year (July 1) and expire at the end of the fiscal year in which they were given (June 30). Floating Holiday do not accrue, they do not carry over, and they are not available to be "cashed out" or paid out upon termination of employment.

Holidays observed during an employee's scheduled PTO shall be paid as a holiday and not be considered as PTO.

## 12. CALIFORNIA FAMILY RIGHTS ACT

The California Family Rights Act ("CFRA") entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family, medical and parental reasons. Only eligible employees are entitled to take CFRA leave. An eligible employee is one who:

- Has worked for the District for at least 12 months.
- Has at least 1,250 hours of service for the District during the 12-month period immediately preceding the leave.

Eligible employees may take up to 12 workweeks of unpaid leave in a 12-month period (calculated from the date the employee's leave first begins) for the following specified reasons:

- The birth of the employee's child and to care for or bond with the newborn child within 1 year of birth (see MRCD's Parental Leave Section next for more detailed information).
- The placement of a child with the employee for adoption or foster care and to care for the newly placed child within 1 year of placement.
- For a serious health condition that makes the employee unable to perform 1 or more of the essential functions of his or her job.
- To care for the employee's family member who has a serious health condition.
- For any qualifying exigency arising out of the fact that a spouse, domestic partner, child or parent is a military member on covered active duty or has been notified of an impending call or order to covered active-duty status.

The definition of family member under the CFRA is as follows:

- Parent (biological, foster, adoptive parent, stepparent, parent-in law, legal guardian, or person who stood in loco parentis when the employee was a child)

- Spouse
- Domestic Partner
- Child (any age and who is a biological, adopted, foster child, stepchild, legal ward, or child of a person standing in loco parentis)
- Child of Domestic Partner
- Grandchild
- Grandparent
- Sibling (related by blood, adoption or affinity through a common legal or biological parent)
- Designated Person (any individual related by blood, or whose association with the employee is the equivalent of a family relationship, that is identified by the employee at the time the employee requests leave, but the employee may only designate 1 person per 12-month period)

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the family member of the servicemember. The single 12-month period for military caregiver leave is different from the 12-month period used for other CFRA leave reasons and begins on the first day an eligible employee takes leave to care for the injured service member.

Under some circumstances, employees may take CFRA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time the employee works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the District's operations. If CFRA leave is for the birth, adoption, or foster placement of a child, intermittent or reduced schedule leave may be taken in 2-week increments, and on 2 occasions, you take leave in smaller increments of time. Employees generally must request leave a minimum of 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance, or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee requests CFRA leave due to the employee's own serious health condition or a covered family member's serious health condition, the District will require certification in support of the leave from a health care provider. Depending on the circumstances and duration of CFRA leave, the District may require employees to provide recertification of medical conditions giving rise to the need for leave. The District will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. Additionally, when an employee on CFRA for the employee's own medical condition is released to return to work, the employee may be required to submit a note from the employee's health care provider confirming that the employee is able to safely return to work and that the employee can perform the essential functions of the employee's position with or without a reasonable accommodation.

An employee requesting military family leave is required to provide a copy of the covered military member's active-duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active-duty status and the dates of the covered military member's active-duty service. Additionally, the employee must provide a certification setting forth information concerning the nature of the qualifying exigency for which leave is requested. Any new or different documentation supporting the requested leave must also be provided to the District. Leave to care for a covered service member with a serious injury or illness must be supported by a certification from the covered service member's health care provider to support the employee's entitlement for such leave.

Generally, CFRA leave shall be unpaid except to the extent that an employee has accrued paid time off. Consistent with State law, accrued paid time off must be used by the employee for all forms of CFRA leave. Use of accrued PTO by an employee receiving compensation from any source other than the District (e.g., workers' compensation, State Disability Insurance or Paid Family Leave) may only be used to supplement that compensation to allow the employee to receive 100% of the employee's wages. The use of paid time off does not extend the length of the employee's CFRA leave, as the paid time off runs concurrently with the CFRA leave. Employees are encouraged to contact the Employment Development Department to determine if they are eligible for compensation during CFRA from a State program (e.g., State Disability Insurance or Paid Family Leave).

The District will continue to provide the same level of health care benefits to eligible employees as if the employees were working and employees on protected leave will continue to accrue seniority as required by law. Employees are required to timely pay their portion of the premiums and all deductibles for the health insurance coverage. If the employee is receiving paid time off concurrently with the CFRA leave, the employee will receive a health insurance reimbursement.

Employees must notify the District if the employee's anticipated return to work date changes for any reason as soon as practicably possible. Upon return from CFRA leave, the District will restore the employee to the employee's original job or to a comparable job with equivalent pay, benefits, and other terms and conditions of employment unless, for legitimate business reasons, the employee would have been terminated, or the employee's position would have changed even if the employee had not taken the leave. Any employee who fails to return to work at the time that CFRA leave ends without properly notifying the District will be deemed to have voluntarily resigned.

Employees who believe they may be entitled to CFRA leave must notify the District of the need to leave and the qualifying basis for CFRA coverage. The District will provide you with all legally required notices informing you of your rights and responsibilities under the CFRA. The District will not retaliate or discriminate against you for requesting time off consistent with the law.

### **13. PREGNANCY DISABILITY LEAVE AND ACCOMMODATIONS**

In accordance with California law, the District will permit female employees to take unpaid leave for a maximum of 4 months (17 1/3 weeks) if they become disabled by pregnancy, childbirth, or related medical conditions, as determined by the relevant employee's health care provider. The actual number of hours of Pregnancy Disability Leave ("PDL") that an employee is entitled to take depends upon the number of hours the employee typically works in a workweek. PDL may be taken intermittently or pursuant to a reduced work schedule, as determined by the employee's health care provider. PDL may be taken in addition to leave for bonding purposes under the CFRA, if the employee is eligible for both PDL and leave under the CFRA.

PDL shall be unpaid except to the extent that an employee has accrued paid time off. An employee with accrued paid time off shall use her accrued time while on PDL. Employees are encouraged to contact the Employment Development Department to determine if they are eligible for compensation during PDL from a State program (e.g., State Disability Insurance or Paid Family Leave).

The District will continue to provide the same level of health care benefits to eligible employees as if the employees were working and employees on protected leave will continue to accrue seniority, as required by law. In the event MRCD has group health coverage, employees are required to pay their health insurance premiums and all deductibles for the health insurance coverage.

In addition to providing a pregnant employee with PDL, when requested by an employee, the District will provide a reasonable accommodation to the employee, including, but not limited to, temporary reassignment to an alternate, less strenuous or less hazardous position, temporary reassignment of non-essential job duties, and/or providing a reduced work schedule, based upon the advice of the employee's health care provider due to the employee's pregnancy, childbirth or related medical conditions, provided that the accommodation does not result in an undue hardship on the District or pose a safety threat to the employee or others, and the employee is qualified to perform the duties.

All requests for and questions about PDL or accommodations shall be directed to District Management. The following rules and Policies apply to all requests for PDL and/or for a reasonable accommodation as a result of pregnancy, childbirth, or related medical conditions:

- Employees generally must request leave or an accommodation a minimum of 30 days in advance when the need for leave or an accommodation is foreseeable. When the need for leave or an accommodation is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.
- An employee requesting PDL must provide a written certification from her health care provider confirming the need for time off of work, or for an accommodation as a result of pregnancy, childbirth, or a related condition, describing the date on which the employee became or is expected to become disabled or in need of an accommodation, and identifying the probable duration of the period(s) of disability or accommodation.
- An employee who is no longer in need of PDL or an accommodation shall provide a certification from her health care provider confirming that she has been released to return to work with or without reasonable accommodation or is no longer in need of an accommodation. Under most circumstances, the District will restore the employee to her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment, unless, for legitimate business reasons, the employee would have been terminated, or the employee's position would have changed even if she had not taken the leave or requested the accommodation. Any employee who fails to return to work at the time that PDL ends without properly notifying will be deemed to have voluntarily resigned.

The District will not retaliate or discriminate against you for requesting time off or an accommodation consistent with the law.

## 15. SABBATICAL LEAVE

A sabbatical is a rest from work, or a hiatus. The District recognizes the need for employees to take a rest from work and renew their energy in our mission after extended service to the District. The purpose of a sabbatical is to allow employees rest time for self-development and inspiration, and to reconnect more deeply with the mission of the District. Given that each employee's connection with our mission is different, there is latitude in how an employee might refresh and connect. Sabbatical leave may be between one (1) and three (3) months of consecutive unpaid time off. A sabbatical must be planned with ample time to ensure that the District is adequately covered during the employee's absence.

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### **Eligibility**

- Employees in good standing, who have been employed with the District on a full-time basis (minimum 32 hours/week) for a minimum of ten (10) continuous years prior to requesting sabbatical leave during the six (6) months prior to and any time after their 10-year anniversary with the District.
- An employee must not have taken extended leave (more than four (4) consecutive weeks off) in the twelve months preceding the request for sabbatical leave.
- After the completion of the initial sabbatical, eligible employees may apply for an additional sabbatical every five years thereafter as long as the employee has maintained their continuous employment for those full 5 years between the last sabbatical and the next request.

### **Program Details**

- Sabbatical leave must be requested at least three (3) months in advance and is subject to approval based on District needs
- Employees on sabbatical are expected to fully disengage from work responsibilities and may not engage in paid employment elsewhere during this time.
- At the end of the sabbatical, employees will return to their existing role or an equivalent position within the District.
- Employees will not accrue PTO during their sabbatical.
- Employees will not receive holiday pay and are not eligible for benefits with the exception of health premium reimbursements.

### **Application & Approval Process**

Employees interested in taking a sabbatical must submit a written request to the Executive Director detailing the proposed start and end dates and a brief explanation of how they plan to use this time for renewal and growth.

The request will be reviewed based on operational feasibility and alignment with the District's needs.

This Sabbatical Program reflects our deep appreciation for our team members' long-term commitment and our belief in the importance of rest, renewal, and well-being. We hope that this opportunity allows our valued employees to return refreshed and ready to continue making a meaningful impact at Marin Resource Conservation District.

## **16. BEREAVEMENT LEAVE**

In the event of a death of an immediate family member, the District will grant up to 5 days of bereavement leave for employees who have successfully completed at least 30 days of employment with the District before taking bereavement leave. Additional time off in the form of a personal leave of absence may be granted for special circumstances with the approval of The Executive Director. Bereavement leave must be taken within 3 months of the family member's death and may be taken all at 1 time or on an intermittent basis. An employee who requests bereavement leave must provide documentation confirming the death within 30 days of the first day of bereavement leave. Acceptable documentation includes a death certificate, a published obituary or a written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency. For purposes of this Policy, the term "immediate family member" includes parent (biological, foster, adoptive, step, in law or legal guardian), spouse, domestic partner, child (biological, foster, adoptive, step, in law or that of the employee's domestic partner), sibling (biological, foster, adoptive, step or in law), grandchild or grandparent.

The District will maintain the confidentiality of any employee requesting bereavement leave, as well as all related documentation. If you need to request bereavement leave, please notify Executive Director. The District will not retaliate or discriminate against you for requesting time off consistent with the law.

## **17. LEAVE AND ACCOMMODATIONS FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, CRIME AND/OR ABUSE**

If you are a victim of domestic violence, sexual assault, stalking or other crime classified as a misdemeanor or felony (regardless of whether any person is arrested for, prosecuted for or convicted of committing the crime) that has caused physical injury, threat of physical injury, or mental injury, or are the victim of abuse, you may take time off of work for the following reasons:

- To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.
- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order or other injunctive relief to help ensure the health, safety or welfare of you or your child.
- To seek medical attention for injuries caused by crime or abuse.
- To obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse.
- To obtain psychological counseling or mental health services related to an experience of crime or abuse.
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including a temporary or permanent relocation.

The leave rights afforded by this Policy also apply if your immediate family member is deceased as a direct result of the crime. For purposes of this Policy, the term "immediate family member" includes all of the following:

- Biological, adopted or foster child, stepchild, legal ward, child of a domestic partner, child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor.
- Biological, adopted or foster parent, stepparent, your legal guardian or the legal guardian of your spouse or domestic partner, or a person who stood in loco parentis to you or your spouse or domestic partner was a child.
- A person to whom you are legally married under the laws of any State or your domestic partner as registered under the laws of any State or political subdivision.
- Biological, adopted or foster sibling, step siblings or half-sibling.



- Any other individual whose close association with you is the equivalent of a family relationship as described above.

Employees must provide notice of the need for leave as soon as possible and practicable under the circumstances to District Management, unless reasonable advance notice is not feasible. In the event of an unscheduled absence, you will be required to provide a certification to District Management within a reasonable time after the absence. Leave pursuant to this Policy shall be unpaid except to the extent that you have accrued paid time off and elect to use the accrued time to receive compensation during the leave.

In addition, should you believe you are in need of a reasonable accommodation to address any medical issue arising out of domestic violence, sexual assault, stalking, crime and/or abuse, or for your safety at work, immediately inform District Management so the District can engage in a timely, good faith and interactive process with you to determine whether the District is able to provide a reasonable accommodation. Possible reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changing work telephone or work station, installing locks, assisting an employee with documenting domestic violence, sexual assault, stalking or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility or work requirement, or referral to a victim assistance organization. The District may request a written statement signed by you or an individual acting on your behalf certifying the purpose of the accommodation, demonstrating your status as a victim, and confirming the anticipated duration of the accommodation, along with recertification every 6 months after the date of the previous certification. If your circumstances change and you are in need of a new accommodation, immediately inform District Management so the District can again engage in a timely, good faith and interactive process with you to determine whether the District is able to provide the new reasonable accommodation.

The District will keep the information related to your circumstances confidential to the extent permitted by law. The District will not retaliate or discriminate against you for being a victim of domestic violence, sexual assault, stalking, a crime or abuse, for requesting time off or an accommodation consistent with the law, or for requesting an accommodation. In the event the District is required to disclose any such confidential information about you by law, or as necessary to protect your safety in the workplace, the District will inform you before the disclosure is made.

## **18. JURY DUTY AND WITNESS SERVICE**

If you receive a summons for jury duty or a subpoena to serve as a witness, you must immediately notify District Management and provide a copy of the summons or subpoena. The District will permit you to take the required time off of work to comply with your legal obligations. Employees who are required to be on “telephone stand-by” for jury duty or witness service are expected to report to work during the stand-by time and they will be excused from work if called to report. An employee who misses all or part of a workday will be required to provide written verification from the Court Clerk or Court Reporter confirming the employee’s attendance at jury duty or witness service. If an employee is only required to serve jury duty or witness service for part of the employee’s scheduled workday, the employee is expected to return to work for the remainder of the scheduled workday.

When an employee is called for jury duty or as a witness in court, MRCD will pay the employee his/her regular wages. After one-week MRCD retains the right to withdraw from this commitment.

When an employee is summoned as a witness in proceedings related to MRCD business, the employee's time off with full pay is allowed, but any fee paid for the employee's appearance will be given to MRCD. Employees serving as jurors or witnesses are expected to be at work whenever the court does not require their presence.

You may retain any mileage allowance, parking fees, or other fees paid by the court or subpoenaing party for your jury service or witness testimony. The District will not retaliate or discriminate against you for requesting time off consistent with the law.

## 19. SCHOOL AND DAYCARE LEAVE

An employee who is a parent, stepparent, foster parent, grandparent, guardian or person who stands in loco parentis to a child in school, from kindergarten up to grade 12, or who utilizes a licensed childcare provider, may take leave up to a maximum of 40 hours per year for the following purposes:

- To find, enroll, or re-enroll the child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider of the child, if the employee, prior to taking the time off, gives reasonable notice to the District of the planned absence of the employee. Time off for these purposes shall not exceed 8 hours in any calendar month of the year.
- To address a childcare provider or school emergency, if the employee gives notice to the District of the need for time off.
- To respond to a request by the child's school to address a disciplinary matter, if the employee gives notice to the District of the need for time off.

In addition, an employee who is the parent or guardian of a child who is summoned to the school to discuss the child may take leave to comply with the school's request. Any employee who needs to take leave for any of the foregoing reasons shall notify District Management as soon as possible after learning of the need to take leave. The District may request documentation from the school or day care facility to confirm the need for leave.

Leave for this purpose is unpaid unless the employee has accrued paid time off, which will be charged for the duration of the time off. If more than 1 parent of a child is employed by the District, leave shall only be granted to the first parent to request leave, unless leave for multiple parents is requested and approved by District Management. The District will not retaliate or discriminate against you for requesting time off consistent with the law.

## 20. VOTING

If an employee does not have sufficient time outside of working hours to vote at a governmental election, the voter may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the voter to vote.

No more than two hours of time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

## 21. PERSONAL LEAVE

An employee may request time off of work for personal leave if the employee does not have paid time off available and the employee is not otherwise entitled to protected leave pursuant to applicable laws. All requests for personal leave must be submitted in writing to Executive Director as soon as practical after the need for personal leave is known to an employee and must state the dates of the employee's proposed leave of absence and the reason for requesting personal leave. The District will attempt to accommodate requests for personal leave but has the discretion to deny a request for personal leave for any reason, including, but not limited to, the operational or other business needs of the District. Additionally, although the District will attempt to reserve a position for an employee on personal leave, the District has the right to fill the position of an employee on personal leave if, in the District's sole discretion, the District's operational or other business needs require the position to be filled. An employee who does not return to work as scheduled at the end of an approved personal leave, or who applies for unemployment benefits, obtains work elsewhere or engages in any other business while on leave will be deemed to have voluntarily resigned.

All personal leave will be unpaid. Employees who are out of work on personal leave for a period of 30 days or more will no longer receive a health insurance reimbursement unless coverage is authorized under Sabbatical Leave. The District's health insurance plan and, if applicable, a summary plan document, will be provided with information regarding continued health insurance coverage under COBRA. Employees who elect to participate in COBRA will be responsible for the full cost of the premiums and deductibles for all coverage.

## 22. CALIFORNIA KIN CARE

Kin Care is an absence protection policy that applies to California employees who need time off to attend to an illness of a child, parent, spouse, or domestic partner of the employee.

Time off under Kin Care is unpaid and is not subject to discipline under the District's attendance policies. For record-keeping and compliance purposes, employees must notify the Executive Director when taking time off for Kin Care.

*(Lab. Code § 246.5, subd. (c)(1).) Separately, Labor Code section 233 (commonly referred to as the "Kin Care" law) requires an employer to allow an employee to use accrued and "available" sick leave (which is the amount that would accrue during a six-month period) for the purposes specified in the paid sick leave law. Labor Code section 234 provides that "[a]n employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233."*

## **D. COMPANY PHILOSOPHIES**

### **1. OPEN DOOR POLICY**

The District is committed to open and honest communication in the workplace as we work toward achieving our goal of maintaining a safe and healthy working environment. Accordingly, the District constantly strives to improve its operations and its relations with employees. You are encouraged to openly discuss any concerns, issues, ideas and/or recommendations for improvement with District Management. Employees should feel free to raise concerns and make reports without fear of reprisal or retaliation. Although nothing in this Handbook is intended to interfere with any employee's rights to communicate regarding the terms and conditions of the employee's employment, the District would like the opportunity to work with you directly to resolve any concerns you may have.

In most cases, your manager is in the best position to address an area of concern. However, if you are not comfortable speaking with your manager or are not satisfied with your manager's response, you are encouraged to speak with our HR Consultant, Dena Grunt – [Dena@destination-hr.com](mailto:Dena@destination-hr.com) – 707.695.6863 or anyone in management who you are comfortable approaching. Managers and HR are required to report all reported violations to the Executive Director and/or the President of the Board of Directors.

### **2. EQUAL EMPLOYMENT OPPORTUNITY**

The District is committed to complying with all applicable laws governing equal employment opportunities. In order to provide equal employment and advancement opportunities to all individuals, the District makes all employment decisions on the basis of individual skill, ability, performance history, merit and other relevant factors associated with job performance. The District prohibits all employees from discriminating against any applicant or employee with respect to hiring, assignments, performance evaluations, promotion, training, disciplinary action, termination, layoffs, compensation, benefits, working conditions, or any other terms or conditions of employment, based upon race (including traits historically associated with race such as hair texture and hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress, clothing, grooming practices, hairstyles, etc.), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition (including HIV, AIDS cancer or genetic characteristics), age, off-duty use of cannabis, citizenship or immigration status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for, need for or use of any form of protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or Local law. The District also prohibits unlawful discrimination based on the perception that anyone falls within any protected category, has or is perceived as having any protected characteristic, or is associated with a person who falls within a protected category or who has or is perceived as having any protected characteristic.

Any applicant or employee who requires an accommodation to perform the essential functions of the employee's position as a result of a physical or mental disability, medical condition or religious belief or practice (including religious dress, clothing, grooming practices, hairstyles, etc.) must notify District Management. The District will comply with all applicable laws, including, but not limited to, the Americans with Disabilities Act

("ADA") and the Fair Employment and Housing Act ("FEHA"), related to engaging in an interactive process with applicants and employees and providing a reasonable accommodation, where doing so will not result in an undue hardship on the District or pose a safety threat to the applicant, employee or others. The law requires both employees/applicants and employers to engage in a timely, good faith, interactive process to determine whether effective reasonable accommodations may be made to help the applicant or employee perform the employee's job duties and receive equal benefits and privileges of employment without causing an undue hardship on the District or posing a safety threat to the applicant, employee or others. Each request for an accommodation will be handled on a case-by-case basis based on the work restrictions imposed by the applicant's or employee's health care provider. The District will not retaliate or discriminate against you for requesting an accommodation.

All employees are responsible for maintaining a work environment that provides equal employment opportunities. If you believe a violation of this Policy may exist, immediately notify District Management. For all alleged violations, The District will conduct a prompt, fair, impartial, thorough and objective investigation by qualified personnel and will attempt to resolve the situation. The District will keep all information related to the investigation confidential to the extent possible. If The District determines that a violation has occurred, The District will take appropriate corrective, disciplinary and/or remedial action commensurate with the severity of the offense. The District will also take appropriate action to deter future violations and to remedy losses resulting from the violation. If you are a party to the investigation, you will be notified of the outcome of any investigation. The District prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or any other violation of this Policy.

Any employee who violates this Policy, or who retaliates against an employee for reporting a suspected violation or for participating in an investigation of a suspected violation of this Policy, will be subject to disciplinary action, up to and including termination.

### **3. AT-WILL EMPLOYMENT**

All employees of The District, regardless of classification or position, are employed on an at-will basis. This means that every employee may be separated from or terminated by The District or may resign at any time, for any reason, with or without cause, and with or without prior notice or warning. Nothing contained in this Handbook or any other verbal or written District policies, practices, procedures, manuals, job descriptions, applications for employment or other documents, in any way create an express or implied contract of employment, a guarantee of employment for any specific period of time, or an employment relationship that is anything other than on an at-will basis. This At-Will Employment Policy can only be changed by a written contract signed by the Executive Director of The District that expressly states the intent to modify application of this At-Will Employment Policy with respect to a specific employee. By agreeing to work for The District, you acknowledge that you understand and agree to an at-will employment relationship.

### **4. HARASSMENT, DISCRIMINATION AND BULLYING**

The District is committed to providing a work environment free of unlawful and inappropriate conduct. We believe all employees should be able to work in an environment without experiencing harassment, discrimination, bullying, retaliation, disrespectful and other unprofessional conduct and we take all reasonable steps necessary to prevent wrongful conduct from occurring in our workplace. Prohibited conduct may cause physical and psychological damage to those who are the subject of the misconduct, can undermine the employment relationship, lead to the loss of trained and talented employees, reduced productivity, poor

employee morale, employee turnover, and create legal risks. Accordingly, this is a Zero Tolerance Policy and any employee who violates this Policy will be subject to discipline, up to and including termination, even if the wrongful conduct does not rise to the level of being unlawful.

Federal and State laws, as well as this Policy, strictly prohibit all employees, interns, job applicants, volunteers and third parties (e.g., vendors, persons performing services pursuant to a contract, or any other individual that comes into contact with The District or our employees) from engaging in all forms of harassment, discrimination and bullying/abusive conduct, including that which is based on any of the following categories: race (including traits historically associated with race such as hair texture and hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress, clothing, grooming practices, hairstyles, etc.), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition (including HIV, AIDS, cancer or genetic characteristics), age, off-duty use of cannabis, citizenship status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or Local law. This Policy also prohibits unlawful harassment, discrimination and bullying based on the perception that anyone falls into any protected category, has or is perceived as having any protected characteristic, or is associated with a person who falls within a protected category or who has or is perceived as having any protected characteristic.

Conduct prohibited by this Policy includes any and all forms of discrimination, harassment, bullying/abusive conduct, as well as any disrespectful and other unprofessional conduct, regardless of whether the conduct is expressed verbally or in writing, directly or indirectly, including through the use of videos, text messages, instant messaging or through social media. Generally, prohibited conduct includes all conduct which is unrelated to the District's legitimate business interests and/or which is disrespectful, unprofessional, inappropriate, offensive, or otherwise creates a hostile work environment. Examples of prohibited conduct include, but are not limited to:

- Verbal – jokes, comments, epithets, slurs, remarks, the gratuitous sabotage or undermining of a person's work performance, and any other verbal conduct that a reasonable person would find harassing, threatening, intimidating or humiliating, etc.
- Physical – touching, assault, impeding or blocking movements, physical interference with normal work or movement, leering, and any other physical conduct that a reasonable person would find harassing, threatening, intimidating or humiliating, etc.
- Visual – gestures, e-mails, text messages, notes, letters, posters, photographs, cartoons, drawings, and any other visual conduct or communication that a reasonable person would find harassing, threatening, intimidating or humiliating, etc.

In addition, the following definitions apply to this Policy:

- **Discrimination** – Discrimination is the act of treating a person differently than others based upon that person's membership or perceived membership in any protected class or that person's association with a member of a protected class.

- Sex/Gender Discrimination – Sex/Gender Discrimination in the workplace occurs when employment decisions are made based on a person's sex, gender, gender identity, gender expression or transgender status.
- Harassment – Harassing conduct or statements are those which are disrespectful, unprofessional, hostile or otherwise inappropriate, or which are unnecessary for or unrelated to the performance of an employee's job duties or management of The District.

Examples of Harassment in the workplace include, but are not limited to:

- Shunning, ignoring or refusing to respond to an employee's reasonable efforts to communicate
  - Belittling or degrading an employee or the employee's job performance
  - Reprimanding an employee in front of other people
  - Speaking in a demeaning tone, using demeaning language or making demeaning facial expressions or gestures
- Sexual Harassment – Sexual Harassment does not need to be motivated by sexual desire. Sexual Harassment includes harassment based on sex, gender, gender identity, gender expression, transgender status, pregnancy, childbirth or related medical conditions. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature constitute Sexual Harassment if the conduct:
    - explicitly or impliedly affects a person's employment;
    - is used as a basis for employment decisions;
    - unreasonably interferes with a person's work performance; or
    - creates an intimidating, hostile, or offensive work environment

Examples of Sexual Harassment include, but are not limited to:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors or acts
- Close talkers or invasion of personal space
- Making or threatening adverse employment action (e.g., termination, demotion, etc.) for an employee's failure to submit to sexual advances or participate in sexual activity
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters
- Verbal conduct of a sexual nature such as flirting, making sexual advances, propositions, requests or comments, using derogatory language, epithets or slurs, sexually explicit jokes, sexually oriented teasing, sexually suggesting sounds, discussing or asking questions about an individual's sexual activity, making comments about a person's body or attire, using sexually degrading words to describe an individual, or sending suggestive or obscene letters, notes or invitations
- Sending or posting sexually related videos or messages via text, instant messaging or social media
- Physical conduct, touching, patting, pinching, brushing against another person's body or assault of a sexual nature
- Making comments concerning an individual's gender, gender identity, gender expression or transgender status, including making any statements concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body (e.g., making remarks that a male is too feminine or a female is too masculine)

- **Bullying / Abusive Conduct** – Bullying or Abusive Conduct means malicious conduct of an employer or employee in the workplace that a reasonable person would find hostile, offensive and unrelated to The District’s legitimate business interests. Abusive conduct may result from unreasonable actions of an individual (or a group) directed towards an employee (or a group of employees), which are intended to intimidate, degrade, humiliate or undermine, or which create a risk to the health or safety of the employee(s).

Examples of Bullying or Abusive Conduct in the workplace include, but are not limited to:

- Unwarranted or invalid criticism
- Blame without factual justification
- Cursing, shouting or using foul, degrading or disrespectful language
- Exclusion or social isolation
- Engaging in pranks, jokes or teasing
- Derogatory remarks, insults or epithets
- Gratuitous sabotage or undermining of a person’s work performance
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating

The District also strictly prohibits retaliation against, and/or intimidation of, any employee who makes a complaint or who participates in any investigation of alleged wrongdoing. Retaliation includes any adverse employment action taken against an employee for, or any action which may deter an employee from, making a complaint or participating in the investigation of a complaint. The District will not retaliate or discriminate against you for filing a complaint and will not tolerate or permit retaliation by any employee.

This Policy applies at all times while working at all District locations even if not working, while conducting business-related activities off District premises including business trips or meetings, as well as other activities at which employees represent The District. Additionally, although employees’ off-duty conduct is generally regarded as private, employees will be subject to disciplinary action, up to and including termination, if any off-duty conduct violates this Policy, or if that conduct has or may have any impact on any employee’s work environment, including, but not limited to, through any actual, potential or perceived harassment, discrimination, bullying, retaliation or other wrongful conduct.

All Managers are responsible for implementing and monitoring compliance with this Policy, displaying leadership and role modeling of appropriate professional behavior, and responding promptly to any observed or alleged wrongdoing by immediately involving District Management so an appropriate investigation can occur. All Managers are also subject to this Policy and will be disciplined for engaging in prohibited conduct.

It is the responsibility of every employee of The District to ensure that harassment, discrimination, bullying and/or retaliation does not occur in the workplace in any form. The District cannot address wrongful conduct if it is not informed of known or suspected violations of this Policy. If you have a good faith belief that you, or any other District employees, have experienced or witnessed any kind of prohibited conduct, you must notify District Management as soon as reasonably possible after the incident occurs. If a Manager receives a complaint or observes prohibited conduct, the Manager is required to immediately stop the prohibited conduct and report the complaint or observation to District Management. For purposes of this policy, “good faith” means acting honestly and without bad intent. Please note that merely discussing your allegations with co-workers other than the specified individuals does not constitute reporting a known or suspected violation of this Policy to The District. Additionally, you should be aware that you do not have to confront the person who you believe has engaged in wrongful conduct before making your report. You may make your report in person, by telephone, voicemail,



email, letter or memorandum and your report may be made anonymously. Although your report need not take any particular form, generally, your report should include details of the incident, the names of the people involved, the names of any witnesses, direct quotations when language is relevant and any relevant documents (e.g., email messages, text messages, notes, pictures, etc.). Failure to comply with your reporting obligations will result in disciplinary action, up to and including termination.

The District will ensure that a fair, impartial, timely and thorough investigation of all complaints is conducted by qualified personnel, which will provide all parties with appropriate due process, and will reach a reasonable conclusion based on the evidence collected. All employees are expected to fully and honestly participate in The District's investigations. Any employee who refuses to participate in any investigation, or who makes a false allegation, claim or statement as part of an investigation will be subject to disciplinary action, up to and including termination.

All complaints will be documented and tracked to ensure reasonable progress and timely resolution. If The District determines that prohibited conduct has occurred, The District will take appropriate corrective, disciplinary and/or remedial action appropriate for the severity of the offense, up to and including termination, and will take action to deter future instances of prohibited conduct. The District will also take action to remedy loss to its employees resulting from the prohibited conduct. If you are a party to the investigation, you will be notified of the results of The District's investigation. The District will keep all information related to the allegation and investigation confidential to the extent reasonably possible while still conducting a meaningful investigation in compliance with all applicable laws.

The District encourages all employees to use The District Policy to address all complaints of wrongful conduct, and we are confident that The District will be able to resolve all complaints in a prompt and reasonable manner. Employees may also lodge complaints with the California Civil Rights Department and/or the U.S. Equal Employment Opportunity Commission (EEOC). You may contact the EEOC by calling (800) 669-4000, by e-mail at [info@eeoc.gov](mailto:info@eeoc.gov) and through its website at [www.eeoc.gov](http://www.eeoc.gov). You may contact the CRD by calling (800) 884-1684, by e-mail at [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov) and through its website at <https://calcivilrights.ca.gov/>. However, if you fail to notify The District of your complaint before contacting either of these agencies, The District will argue that you precluded The District from appropriately addressing the matter.

To ensure that all employees are aware of the standards, rights and obligations set forth in this Policy, The District provides training regarding the prevention of harassment, discrimination, bullying and retaliation as required by law. The District also distributes written publications produced by the State of California to all employees at the time they are hired and displays all required posters as required by law.

The District does not consider conduct in violation of this Policy to be within the course and scope of employment or the direct consequence of the performance of one's duties. Accordingly, to the extent permitted by law, The District reserves the right to not provide a defense or pay damages assessed against an employee for conduct in violation of this Policy. Employees should also be aware that engaging in prohibited conduct may result in personal civil and/or criminal liability for the employee's actions.

## **5. WHISTLEBLOWER AND PROTECTION AGAINST RETALIATION**

The District strictly prohibits retaliation against any employee of The District who makes any complaint, raises any concern, makes any suggestion for improvement, participates in any investigation of an alleged violation of law or District Policy, or any other form of wrongful conduct, or for asserting any right protected by law.

Retaliation includes any adverse employment action, or any other statement or action by any person, which may deter an employee from making a complaint, raising a concern, making a suggestion, participating in any investigation, or asserting any legal right. The District will not tolerate any form of retaliation against any employee by any person. Any employee who violates this Policy will be subject to disciplinary action, up to and including termination.

The District has an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, your manager is in the best position to address an area of concern. However, if you are not comfortable speaking with your manager or are not satisfied with your manager's response, you are encouraged to speak with our HR Consultant, Dena Grunt – [Dena@destination-hr.com](mailto:Dena@destination-hr.com) – 707.695.6863 or anyone in management who you are comfortable approaching. Managers and HR are required to report all reported violations to the Executive Director and/or the Board of Directors.

## 6. RELATIONSHIPS WITH CO-WORKERS

The District takes pride in maintaining a workplace culture that demands compliance with all applicable laws, and which fosters civility and respect in all circumstances. With respect to the relationships among co-workers, The District strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business, enhancing productivity and maintaining a respectful work environment, free from actual, potential and perceived conflicts of interest, favoritism, harassment, discrimination, bullying, retaliation, exploitation and all other forms of other wrongful conduct. Although this Policy does not prohibit the employment of relatives or the development of friendships or romantic relationships between co-workers, it does establish expectations, boundaries and standards for how relationships among co-workers are conducted during working hours, within the working environment, and at all other times where the working environment may be impacted. For purposes of this Policy, a familial relationship includes an employee's parent, grandparent, child, sibling, cousin, uncle, aunt, niece, nephew, in-law, step relation, spouse, fiancé and/or registered domestic partner.

The District has created this Policy in an effort to ensure that all decisions regarding employees and the terms and conditions of employment are based upon job performance and the legitimate business and operational needs of The District, and that they are not influenced by any improper factors. Additionally, this Policy seeks to avoid even the appearance of any improper motives or conduct with respect to employment decisions, as all forms of wrongful conduct undermine the spirit of trust and mutual respect that The District fosters for all employees.

To facilitate a respectful working environment, the following rules shall be followed at all times while working, while on District premises even if not working, while conducting business-related activities off District premises, as well as during all other activities at which employees represent The District:

- Employees shall conduct themselves in an appropriate and respectful workplace manner at all times. Employees shall not engage in any conduct or make any statements that may interfere with the work of others, with overall productivity, or which may in any way be deemed unprofessional, disrespectful, offensive, distressing or otherwise inappropriate for the workplace by a reasonable person. Examples of prohibited conduct include, but are not limited to: verbally or physically displaying affection, holding hands, kissing, hugging, touching in an affectionate, romantic or sexually suggestive manner, making affectionate, romantic or sexually suggestive gestures, engaging in affectionate, romantic or

sexually suggestive verbal or written communication, displaying affectionate, romantic or sexually suggestive objects or photos, etc.

- Employees shall not allow any familial, close personal, romantic and/or sexual relationship with any co-workers affect the work environment in any way or allow the relationship to influence any decision regarding the terms and conditions of employment for any employee, regardless of whether the influence is positive or negative.
- Employees shall not use any position of authority to induce any other employee to enter into or maintain a familial, close personal, romantic and/or sexual relationship, regardless of whether that relationship is viewed as consensual or non-consensual by either party.
- Employees designated as Managers may not directly or indirectly supervise, manage or otherwise affect the terms or conditions of employment of any other employee with whom the Manager has any familial, close personal, romantic and/or sexual relationship. Where a Manager has a familial, close personal, romantic and/or sexual relationship with another employee, there is an inherent uneven balance of power within the workplace aspect of the relationship, such that consent of the other employee is suspect and may be viewed by the relevant employee or other employees as having been given as the result of coercion, fear or intimidation. Even if this may not be a likely result, employees in Managerial roles are subject to more stringent requirements under this Policy due to their status as role models, their access to sensitive information, and their ability to impact the terms and conditions of employment of other employees.
- Although employees' off-duty conduct is generally regarded as private, employees will be subject to disciplinary action, up to and including termination, if any off-duty conduct violates any District Policy, or if that conduct has or may have any impact on any employee's work environment, including, but not limited to, through any actual, potential or perceived conflict of interest, favoritism, harassment, discrimination, bullying, retaliation, exploitation or other wrongful conduct.

Every familial, close personal, romantic and/or sexual relationship between 2 or more employees is required to be disclosed immediately to District Management by all employees who are part of the relationship. Each relationship will be evaluated individually, in a fair and reasonable manner, based upon the totality of circumstances at issue, so The District may effectively determine whether it is appropriate to make any changes to any employee's position, job duties, schedule, work location and/or any other terms or conditions of the employment of any of the employees. The relevant employees may also be required to execute a Consensual Relationship Agreement. If The District determines, in its reasonable business judgment, that appropriate changes cannot reasonably be made, The District will inform the parties regarding its decision to require 1 or more employees to separate from The District if they decide to remain in the relationship. Any employee who violates this Policy in any manner will be subject to corrective and/or disciplinary action, up to and including termination.

## **7. CONFLICTS OF INTEREST**

The District expects its employees to devote their work time, energies, abilities and attention to our business to the extent necessary to ensure satisfactory performance of each employee's job duties. Employees are prohibited from engaging in any conduct adverse to the interests of The District, which creates or may create an actual, perceived or potential conflict of interest, or which impairs or may impair the ability to exercise good judgment on behalf of The District. A conflict of interest exists when an employee's loyalties or actions are divided between

The District and the employee, a competitor, supplier, vendor, customer, etc. Not every circumstance that violates or may violate this Policy can be anticipated. The following is a list of situations that may reflect in a negative way on the employee's personal integrity, limit the employee's ability to properly perform the employee's job duties and responsibilities in an ethical manner, and/or which may give rise to an actual or potential conflict of interest.

- Requesting or accepting any gift, gratuity, entertainment, favor, fee, compensation, money, service, discount, loan, reward, benefit or promise of future employment from a competitor, customer, supplier, vendor or business associate of The District that is offered to any District employee or any person related to the employee as a result of the employee's employment with The District. This Policy is not intended to restrict gifts of token value or routine business meals that do not exceed \$50.00 provided that they are unsolicited, infrequent, given and received openly and transparently, and unlikely to create the appearance of impropriety. However, you should discuss expenses paid by such circumstances with District Management, preferably in advance. It is unacceptable for an employee to accept anything that is given in cash or cash equivalent, as a condition of security or keeping business, as part of any quid pro quo, is in poor taste, is illegal or otherwise inappropriate.
- Owning, accepting employment with, acting on behalf of, or providing any service, for or without compensation, for any person, business or entity which competes with or conducts business with The District, including, but not limited to, a competitor, vendor, supplier or customer.
- Failing to notify The District of, taking personal advantage of, or referring to any other person, business or entity, an actual or potential business opportunity that falls within The District's general business operation or any operation that The District has expressed an interest in engaging in the future.
- Having a direct or indirect financial interest in, or relationship with, a competitor, customer, supplier or vendor of The District that has not been previously approved by District Management.
- Planning, organizing, participating in or engaging in any business activity or enterprise, or engaging in any employment, consulting or other type of activity, which directly or indirectly competes or interferes with the business of The District or any of its affiliated businesses or operations.
- Deriving personal gain, directly or indirectly, from purchases or sales made by The District, transactions to which The District is a party, use of The District's assets, use of The District's facilities, and/or use of The District's personnel.
- Directly or indirectly soliciting, encouraging, diverting or attempting to divert business, or actual or potential customers, away from The District for any reason, including, but not limited to, for the benefit of employee or any other person, business or entity.
- Engaging in a close personal or romantic relationship, or a business relationship, with any co-worker, competitor, customer, customer's employee, supplier or vendor of The District.
- Disclosing any Protected Information to any unauthorized recipient or to any person for an improper purpose.
- Soliciting or encouraging any District employee to terminate employment with The District to go to work elsewhere, including with a competitor, while employed by The District.

Employees must disclose all actual or potential conflict of interest situations to the Executive Director so a determination can be made regarding whether modifications to working conditions or other actions are appropriate under the circumstances. In addition to the conflicts described in this section, the Executive Director and Fiscal Manager must adhere to the Marin RCD's Conflict of Interest Policy. Employees who, because of other work or activities, cannot commit to avoiding conflicts of interest may be asked to end their employment with The District. Failure to adhere to this Policy, including failure to disclose any conflict, will result in disciplinary action, up to and including termination.

## **8. OUTSIDE EMPLOYMENT AND ACTIVITIES**

Although The District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with The District's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect The District's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the legitimate business interests of The District or the employee's ability to perform their job will not be tolerated.

An employee may have jobs in addition to employment with The District and may engage in educational, recreational, social or athletic activity that is not part of the employee's work-related duties while off duty as long as the employee continues to satisfactorily meet The District's performance standards, the employee's work schedule is not affected, and the outside employment or activity is not incompatible with the employee's position at The District and does not create an actual or potential conflict of interest. All employees will be judged by the same performance standards and will be subject to The District's scheduling demands, regardless of any outside employment or activities. An employee who holds outside employment must notify District Management. If The District determines that an employee's outside work or other recreational, social or athletic activity interferes with the employee's job performance or the ability to satisfactorily meet The District's requirements, is incompatible with the employee's position, or creates an actual or potential conflict of interest, the employee may be asked to terminate the outside employment or activity if the employee wishes to remain employed with The District.

Employees may not perform work for other employers or for their own personal business ventures, or engage in any outside activity, on District time. The District shall not be responsible for any outside activity or work conducted by an employee while the employee is working for the other entity or working on the employee's own personal business venture, and The District shall not provide workers' compensation coverage for such conduct.

## **9. DIVERSITY, EQUITY AND INCLUSION POLICY**

The District is 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.

The District is 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 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, or discriminated or retaliated against in violation of the District's *Harassment, Discrimination and Retaliation Prevention policy*, please contact your Manager, Executive Director, or HR Consultant.

## **E. STANDARDS AND EXPECTATIONS FOR CONDUCT IN EMPLOYMENT**

This Handbook contains many Policies setting forth the requirements and expectations employees must satisfy. All employees are expected to act professionally and reasonably, and to use sound judgment and common sense in performing their job duties. You are expected to safely perform your job duties to the best of your ability, cooperate with your co-workers, positively contribute to our team, exhibit a good attitude and follow the instructions given to you by District Management. All employees shall also conduct themselves in a courteous and respectful manner at all times while working, while conducting business-related activities off the District's premises, as well as activities at which employees represent the District.

This section of our Handbook provides guidance as to our standards and expectations for your conduct as an employee of the District. Questions about this section of our Handbook should be directed to District Management.

### **1. INSPECTIONS, SEARCHES AND MONITORING**

Employees have no expectation of privacy while on District property, in any District vehicle or equipment, or with respect to the use of any District property, including, but not limited to, vehicles, equipment, phones, cell phones, computers, tablets, etc. In furtherance of the District's goal of maintaining a safe, secure and legally compliant workplace for its employees, customers and visitors, and to ensure operational efficiency, the District monitors and/or reserves the right to monitor activities that take place on District premises and involving District property and equipment through the use of video surveillance and/or GPS (collectively, "Monitoring Equipment"). The District will not place or position any Monitoring Equipment in any areas where there is a reasonable expectation of privacy, including restrooms.

The District may use the Monitoring Equipment to, among others, monitor employee work time and job performance, monitor the District's operations, property, equipment, visitors, and vehicles (both on-site and off-

site), track travel time, monitor the driving speed, etc. All employees are advised that the District reserves the right to photograph and record employees using the Monitoring Equipment at all times in accordance with all applicable laws. the District's intent is to ensure compliance with the District's policies, to ensure the safety of the District's employees and to deter theft, illegal and/or otherwise inappropriate activities. The District reserves the right to use photographs, recorded video footage and GPS information in connection with evaluating employee work performance, conducting investigations and all other legally permissible purposes.

Employees are prohibited from removing, tampering with, manipulating, damaging and/or destroying The District's Monitoring Equipment. Any employee who refuses to consent to the District's lawful monitoring and/or who otherwise violates this Policy will be subject to disciplinary action, up to and including termination. By continuing to work for the District and signing the acknowledgement below, you acknowledge the information contained in this Policy and authorize The District to photograph and record your actions using its Monitoring Equipment.

In addition, the District will conduct searches of all or any portion of its property, and all items brought to District property and/or brought to work at any location by its employees, at any time, with or without prior notice and regardless of whether any employee is present, when The District has reasonable suspicion that a violation of the law or any District Policy has occurred. Employees are expressly advised that inspections and searches may occur in accordance with the law with respect to any item on or in District property, including, but not limited to, your office, desk, file cabinet, purse, briefcase, vehicle, equipment, or any other location where you may place personal items on or in District property. Inspections or searches for prohibited materials and/or to determine whether a violation of any law or District Policy has occurred may be conducted by an independent security service, law enforcement, by a District employee, or any other individual designated by the District. The District also reserves the right to take appropriate action to prevent any employee from removing District property without authorization.

If you are found in the possession of prohibited materials, are found to have misused or taken any District property, are found to have violated the law or any District Policy, are found to have manipulated, disabled or damaged any Monitoring Equipment, or if you refuse to cooperate with, impede or prevent any inspection or search, you will be subject to disciplinary action, up to and including termination.

## **2. GENERAL EXPECTATIONS FOR EMPLOYEE CONDUCT**

Employees will be subject to discipline, up to and including termination, with or without prior warning or prior disciplinary action, for violating any District Policy, failing to report any violation of a District Policy, being dishonest or disruptive, or otherwise engaging in any form of prohibited conduct while at work, at any District function, while on the District's premises even if not working, and/or while conducting business-related activities off District premises. Additionally, consistent with the District's At-Will Employment Policy, any employee may be terminated at any time, for any reason, with or without cause, and with or without prior notice or warning.

The following non-exhaustive list provides examples of prohibited conduct for which an employee will be subject to discipline, up to and including termination if the employee engages in any such conduct while at work, at any District function, while on District premises even if not working and/or while conducting District-related activities off District premises. It must be remembered that all of the District's Policies and procedures are important, even if they are not specifically referenced in this section of the Handbook, and an employee's violation of any District Policy or procedure will subject the employee to discipline, up to and including termination.

- Engaging in any form of harassment, including sexual harassment, discrimination, bullying or retaliation
- Absenteeism, tardiness, sleeping on the job, or leaving while on duty without authorization
- Theft, dishonesty or committing a fraudulent act or a breach of trust under any circumstance
- Giving away the District's property, products or services free of charge or at a discount in violation of the District's Policies
- Fighting, provoking a fight, disorderly conduct, horseplay, or any other behavior which is dangerous, violent or disruptive
- Manufacture, distribution, dispensing, sale, possession, purchase, use or being under the influence of alcohol, drugs (including marijuana) or non-prescribed controlled substances
- Possession or use of any weapon, firearm, ammunition, explosive, fireworks, or any other dangerous device
- Failure to promptly and accurately report a workplace injury, illness or accident involving any of the District's employees, equipment or property
- Tampering with, damaging or destroying the District's security system or Monitoring Equipment
- Failure to work when scheduled or failing to accurately report time worked
- Failing to take and/or report time spent on a rest or meal period
- Being inefficient, careless, unproductive, engaging in non-work-related conduct or communication while clocked in as working (other than while on a rest period or on-duty meal period), or otherwise engaging in unsatisfactory job performance
- Working overtime without authorization or refusing to work assigned overtime
- Recording time for another employee using the District's timekeeping system, or permitting an employee to report time you worked using the District's timekeeping system
- Providing inaccurate, incomplete, or misleading information when communicating with or on behalf of the District or in the preparation of any District or employment-related document including, but not limited to, job applications, personnel files, employment review documents, intra-district communications, expense reports, invoices, contracts, etc.
- Neglect of safety practices, rules, or Policies
- Failure to wear or properly use PPE
- Tampering with, damaging or destroying any safety equipment and/or safety device
- Contributing to unsanitary conditions or poor housekeeping
- Falsifying any District record or document
- Improper use or manipulation of the District's computer system
- Engaging in any conduct or being convicted of a crime that indicates unfitness for your job, poses a threat to the safety or well-being of the District, its employees, property, or those with whom the District regularly interacts, or which may damage the District's reputation
- Use of profane, vulgar, threatening or abusive language or otherwise failing to be courteous and polite
- Engaging in any indecent or immoral conduct
- Stealing, misappropriating, misusing, destroying or damaging property or equipment belonging to the District, any employee, customer or vendor
- Stealing or misappropriating the District's funds
- Unauthorized use of the District's name, logo, funds, credit card, equipment, property or time
- Making false or defamatory statements about the District, its operation or its good standing in the community
- Spreading or promoting rumors or gossip
- Insubordination, including failure to comply with any work assignments or instructions
- Interference with the work performance of another employee



- Failure to cooperate with any District investigation, including, but not limited to, investigations of violations of any District Policy or rule
- Failure to maintain the confidentiality of trade secrets or other confidential information belonging to the District
- Violation of, or the failure to report a known or suspected violation of, any District Policy or rule

### 3. COMPLIANCE WITH APPLICABLE LAWS

All employees shall comply with all applicable Federal, State and local laws and regulations while at work, including while on rest and meal periods, while on District premises even if not working, at any District function, and/or while conducting business-related activities off District premises.

The District will not discipline an employee, discriminate, harass, bully or retaliate against an employee, nor allow such wrongful conduct to occur against an employee, for engaging in any legally protected activity that is conducted in a safe and legal manner, such as engaging in political activities, filing complaints with government agencies, or being a witness in any matter filed by another employee.

### 4. DISPUTE RESOLUTION

Disputes interfere with productivity and the successful operation of the District's business. In the event that you have a dispute with or have any concern or complaint about, any employee, customer, vendor, supplier or any other person while at work, including while on a rest or meal period, at any District function, and/or while conducting business-related activities off District premises, immediately notify District Management. Although your report need not take any particular form, generally, your report should include details of the incident, the names of the people involved and the names of any witnesses. You may make your report anonymously.

It is The District's goal to resolve all issues in a prompt and amicable fashion, to the extent reasonably possible. If appropriate, the District will ensure that a fair, impartial, timely and thorough investigation of the complaint is conducted by qualified personnel, which will provide all parties with appropriate due process, and will reach a reasonable conclusion based on the evidence collected. All complaints will be documented and tracked to ensure reasonable progress and timely resolution. If the District determines that unacceptable conduct has occurred, the District will take effective corrective and/or disciplinary action appropriate for the severity of the offense, up to and including termination, and will take action to deter future instances of prohibited conduct. the District will also take action to remedy loss to its employees resulting from the unacceptable conduct.

All information related to disputes and complaints shall remain confidential to the extent reasonably possible in accordance with the law. The District strictly prohibits retaliation against any employee who reports a dispute or complaint or who participates in any investigation. Retaliation is any adverse employment action taken against an employee for, or any action which may deter an employee from, making a complaint or participating in the investigation of a complaint. Retaliation will result in discipline, up to and including termination.

### 5. HEALTH AND SAFETY

Employees are required to attend mandatory safety training meetings, to properly use all required safety gear and equipment, and to comply with the policies contained in the District's Safety Manual, which contains

details regarding specific actions and responsibilities for promoting and maintaining a safe and healthy work environment. All employees are trained regarding the policies contained in the District's Safety Manual and any employee may request a copy of the Safety Manual from District Management. It is your responsibility to comply with the policies contained in the District's Safety Manual. Any questions regarding the contents of the Safety Manual should be directed to District Management.

There are very specific safety requirements that must be followed by many of our employees, depending on their position and the tasks they perform. You will receive specific instructions regarding the safety requirements, including instructions regarding the Personal Protective Equipment ("PPE") that must be used. The District supplies all necessary and appropriate PPE. If you have any questions about the safety requirements you are required to follow, PPE, or any other safety issue, please ask District Management.

Additionally, employees are required to comply with following safety rules, which are a summary of the standards we must adhere to every day in order to make our workplace as safe as possible:

- Safety Procedures: Understand your job fully and follow all safety instructions while performing each task. If you are not sure of the required safety procedure, do not guess – ask your manager.
- Machines / Equipment: Use, adjust, and repair machines and equipment only if you are trained, qualified and authorized by the District to do so. Properly use the correct tools and equipment for the task being performed and do not substitute tools or equipment. All guards must be in place when equipment is in operation. Ensure that cabinets and storage areas are properly secured to prevent them from falling over. Operators of machinery or equipment shall not allow any persons to ride as passengers. If equipment appears to have been tampered with or is otherwise in need of attention, immediately stop using the equipment and notify District Management.
- Climbing / Falling: Properly use ladders and do not climb on machinery, belts, motors, railings, boxes, pallets or other equipment. Keep floors clean and clear of debris and be aware of cords and other tripping hazards.
- Electrocution: Make sure all electrical equipment is properly grounded and power is locked out when working with electrical connections.
- Fires: Know the location of the nearest exit and emergency exit in every working area you are assigned to work. Review fire emergency procedures with District Management.
- Lifting and Pushing: Know your own strength, get help when lifting or pushing heavy objects and use back supports and proper lifting techniques.
- PPE: Wear all appropriate PPE in designated areas and when working on any operation that requires the use of PPE. If any PPE is not available, or if you believe additional PPE should be provided, immediately notify District Management.
- Shoes: All employees are required to wear appropriate shoes for the job being performed.
- Clothing and Jewelry: Do not wear any loose clothing or any jewelry of any kind while operating machinery or equipment.

The District recognizes that some of the best safety improvement ideas come from employees. Any person with ideas, concerns or suggestions for improved safety in the workplace are encouraged to raise them with District Management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes.

Employees who violate any safety standard, who cause a hazardous or dangerous situation, or who fail to report any safety issue, will be subject to disciplinary action, up to and including termination.

## 6. INJURIES, ILLNESSES AND ACCOMMODATIONS

All injuries or illnesses that occur while you are working must be reported to District Management immediately, regardless of the severity, so the District may complete legally required forms and make an assessment of whether you should be sent for medical attention. By promptly notifying the District of work-related injuries and illnesses, you also will protect your right to workers' compensation benefits, if applicable.

If you are injured or become ill while you are not at work, but your injury or illness may affect your ability to perform your job duties, you are required to report your condition to District Management as soon as practicable after the injury or illness occurs.

Employees who miss work as a result of any injury or illness (regardless of whether it occurred at work) may elect, and in some cases may be required, to use accrued paid sick leave or vacation time to receive compensation during the leave or to supplement compensation received from another source (e.g., State Disability Insurance). Unless otherwise required by law, employees out of work on an unpaid leave for a period of 30 days or more will be responsible for paying the full cost of the premiums and deductibles.

Any employee who requires an accommodation to perform the essential functions of the employee's position as a result of an injury or illness must notify District Management as soon as possible and provide a note from the employee's health care provider supporting the requested accommodation, identifying any work restrictions and the anticipated duration of the accommodation. The District will comply with all applicable laws, including, but not limited to, the ADA and the FEHA, related to engaging in an interactive process with employees and providing a reasonable accommodation where doing so will not result in an undue hardship on the District or pose a safety threat to the employee or others. The District encourages you to suggest possible reasonable accommodations that you believe would allow you to perform your job duties for consideration by the District in the interactive process. If unpaid leave is provided as a reasonable accommodation, the leave will run concurrently with other applicable leave entitlements where permitted by applicable law.

Any employee who misses work due to an injury may be required to submit a note from the employee's health care provider confirming that the employee is able to safely return to work and that the employee can perform the essential functions of the employee's position with or without a reasonable accommodation. The District will not retaliate or discriminate against you for reporting an injury or illness or requesting an accommodation.

## 7. SECURITY

Security is of the utmost importance to the District. Employees are prohibited from discussing the security of the District's property or services with any individual not employed by the District, other than law enforcement. Employees should also always be aware of their surroundings and immediately notify District Management if there

are any suspicious persons or activities, or if you believe a crime has occurred at any District location. The security of our facilities and the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. If appropriate, call emergency personnel (i.e., 911). Once the incident has been reported, you should, in your own words, write down all details that you observed, including, but not limited to, the date, time, location, description of the person/people involved and any witnesses, and what happened. If you need assistance with this process, please notify District Management. Employees are also advised not to bring any valuable belongings to work, and to secure your workstation when you are away, as the District will not be responsible for any lost or stolen property. Employees who violate any security rule or who fail to report any security issue will be subject to disciplinary action, up to and including termination.

## **8. HOUSEKEEPING**

Maintaining work and community areas in a clean and organized manner contributes to a safe and healthy work environment. All employees are expected to pick up after themselves, properly dispose of all trash, and keep common areas such as break rooms and restrooms clean and sanitary.

## **9. EMPLOYEES WHO DRIVE FOR DISTRICT BUSINESS**

The District has implemented this Policy for employees who are required to drive for District business with the intent of maximizing efficiency, ensuring compliance with all District Policies and procedures, ensuring compliance with all applicable Federal, State and local laws, rules and regulations, and to promote a safe working environment.

All employees must arrange their own transportation to get to and from work at the start and end of each workday and to travel between job sites during the workday. Time spent traveling to and from your home and your usual worksite or to an alternate worksite within a reasonable commute distance is generally not considered time worked and will not be subject to mileage reimbursement. Time spent traveling during the workday for District business (e.g., to multiple worksites, to run District errands, etc.), or to a worksite that is outside of a reasonable commute distance from your typical worksite is considered time worked, which must be documented on the employee's timecard, and will be subject to mileage reimbursement at the current IRS reimbursement rate.

The District does not own any vehicles; therefore, this section will apply at such time the District's vehicles are made available to authorized employees for the sole purpose of assisting employees in performing their job duties. All District vehicles shall only be used for District business and only employees who are specifically authorized to drive a District vehicle by District Management may drive a District vehicle. Additionally, unless the District specifically notifies you that you are required to drive a District vehicle, all use of Company vehicles by authorized employees shall be completely voluntary. Use of a District vehicle shall not be considered part of any employee's compensation and shall not be used as an inducement for employment with the District. Employees who are required to drive their own vehicles for District business will be reimbursed at the current IRS reimbursement rate per mile traveled. Employees who are authorized to drive a District vehicle, or who are required to drive their own vehicles for District business may not transport any passengers unless they are specifically authorized to do so by District Management. Employees must exercise reasonable care to prevent loss or damage to District vehicles. Employees shall not operate any District vehicle that is in a defective condition or that may otherwise create a safety risk. If you believe a District vehicle may be in need of cleaning, maintenance or repair, or if it has been damaged or stolen, immediately notify District Management. When a District vehicle is not in use, the vehicle must be parked in a safe location and the keys must be kept with the authorized employee.

Employees who are required to drive a District vehicle or their own vehicle for District business will be required, on the first day of employment, to show proof of a current valid California driver's license and proof of current effective automobile insurance coverage under the employee's policy or proof of insurability under the District's policy, as determined in the sole discretion of the District. Employees whose job duties require them to have a Class A driver's license must have and maintain a current Class A driver's license as a condition of employment. If an employee's driver's license is suspended or revoked, or if the employee's insurance policy terminates, the employee shall immediately notify District Management and the employee shall no longer be permitted to drive any District owned vehicle or drive for District business. The District participates in a system that regularly checks California Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job. The District reserves the right to transfer to an alternative position, suspend, or terminate an employee required to drive as part of the employee's job duties if the employee's license is suspended or revoked, if the employee fails to maintain personal automobile insurance coverage, if the employee is uninsurable under the District's policy, or if the employee's driving record is unacceptable to the District.

At all times while driving for District business, employees shall use the vehicle in a safe, effective and efficient manner and shall comply with all applicable Federal, State and Local laws, rules and regulations. Employees must also be aware of the hazards created by traffic, inclement weather, varying road conditions, pedestrians and traveling in an unfamiliar area. Employees and all authorized passengers are required to properly use their safety belts and adhere to all posted speed limits and signs. Employees shall use the most direct and efficient route of travel when driving to any destination on District business. Any employee who is unclear about which route of travel to take shall ask District Management. At no time shall any employee drive for District business if the employee is under the influence of drugs (including marijuana), alcohol, any controlled substance, or any medication (prescription or over the counter) that may impair the employee's ability to drive safely.

Employees shall not utilize cell phones while driving for District business, unless they do so safely and in compliance with the law, which requires the use of a Bluetooth device or other hands-free mechanism. Any employee who does not have a hands-free mechanism available in the vehicle being driven shall pull to the side of the roadway, into a parking lot or other safe location prior to making or receiving a phone call, text message, e-mail or other communication. Employees must always be aware that use of a cell phone or other personal data device while driving is extremely dangerous and distracting and impairs the employee's ability to devote the employee's full attention to the duty of safely operating a vehicle. These rules also apply and prohibit employees from engaging in any other distracting activity while driving, including, but not limited to, texting, e-mailing, reading, writing, searching the internet, etc.

In the event of an accident involving a District vehicle, or which occurs while an employee is driving the employee's own vehicle while on duty, you must call 911 to report the accident and also report the accident to District Management as soon as possible. To the extent reasonably possible, take photos of the vehicles and scene and obtain the contact information (name, address and phone number) and insurance information for all other people involved in the accident, as well as the contact information for any witnesses. Do not negotiate or reach a settlement with any other person involved in the accident, regardless of the severity of the accident. Employees are solely responsible for any moving and parking violations, tickets and fines imposed while an employee is driving on duty.

Employees have no expectation of privacy with respect to any District vehicle. The District reserves the right to search and inspect all District vehicles at any time, and to monitor the use of District vehicles, including through the use of GPS, with or without notice, for a variety of reasons, including ensuring operational efficiency,

maintaining accurate records of work and travel time and improving employee safety. GPS, if used, may not be removed, as it can record the vehicle's location, the exact route the vehicle was driven, time spent at each stop, and the speed the vehicle was traveling, which can help the District determine what changes or accommodations can be made by the driver to increase efficiency and safety.

Any employee who refuses to consent to any District vehicle inspection, who impedes any inspection, who disables or tampers with the District's GPS, or who otherwise violates any part of this Policy will be subject to disciplinary action, up to and including termination.

## **10. EMPLOYEES WHO TRAVEL FOR DISTRICT BUSINESS**

From time-to-time employees may be asked to travel for District business to work events or training. All travel by employees must be authorized in advance by District Management. The District will determine the number of employees who will be authorized to attend work events and attend training sessions that require employees to travel. Traveling for work events or training is generally still considered work time and all of the District's policies apply while employees are at the event or attending training. For example, employees are required to properly document all time worked while traveling for District business, including time spent traveling to and from the event, to take timely, complete and uninterrupted meal and rest periods, to conduct themselves in a professional, respectful and responsible manner, etc.

Before any employee leaves for a work event or training, District Management will confirm the District's expectations, including, but not limited to, the method of travel (e.g., vehicle, air, etc.) and the time the employee is expected to spend traveling to/from the event or training location, the event or training hours, the hours the employee is expected to be at the event or attend training vs. the hours the employee is expected to be off work and perform no work, the employee's job duties while at the event or training session, whether the employee is expected to stay overnight or not, whether the employee is expected to participate in group meals that will be organized by the District, etc. The District will make arrangements for and prepay the costs, to the extent possible and applicable, associated with registration fees, lodging, airfare, rental vehicle, etc. If an employee is required to pay the cost associated with expenditures that are not prepaid by the District for items such as meals, Uber/Lyft, etc., the employee will either be provided with a District credit card. Alternatively, the employee will be required to keep receipts for all expenditures and submit the receipts to District Management within 5 days of returning to work from the event or training. All expenditures shall be reasonable, taking into account the location of the event and employees must avoid improper or unnecessary expenditures while traveling for District business. Incidental expenses, including, but not limited to, movies, laundry service, dry cleaning, etc., are not subject to reimbursement by the District. Employees who travel together are encouraged to share in expenses, to the extent practical (e.g., share Uber/Lyft rides).

The pay rate for employees who travel for District business will be the same for travel time and for time spent working at the event or training session as the employee's regular hourly rate and overtime rate, if applicable. Any questions about travel expenses and/or reimbursements shall be directed to District Management.

## **11. APPEARANCE, ATTIRE, UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

Your personal appearance, clothing, grooming, personal hygiene and cleanliness contribute to the District's reputation and integrity, the business image the District presents to its customers, and to a safe working

environment. At all times while working, while conducting business-related activities off District premises, at all District-sponsored social or other events in which you are working, at all times while performing activities at which you represent the District, and when off duty but wearing clothing bearing the District's name or logo, you are expected to present a clean, well groomed, neat and tasteful appearance and to wear clothing and shoes appropriate for your job duties. Employees are responsible for purchasing and maintaining appropriate clothing and shoes at their own expense, as the District does not require employees to wear any particular or distinctive type, design or color of clothing or shoes. Employees are also expected to maintain appropriate personal hygiene including, but not limited to: regular bathing, hand washing, basic manicuring, with hair and beards neat and professional.

You must avoid wearing clothing that can create a safety hazard. In addition, the following are prohibited for all employees: any attire that depicts illegal, inappropriate, obscene or offensive behavior, words, conduct or substances, any clothing, jewelry or accessories that may be unsafe or which may adversely affect the employee's ability to perform the employee's duties, any gang related attire.

Certain employees may be required to wear safety or personal protective equipment or clothing, which will be provided and maintained by the District. Instructions regarding required protective equipment or clothing will be given by District Management.

District Management can answer any questions you have regarding the District's standards for appropriate appearance and attire as well as engage in the interactive process with you should you believe you need a medical or religious accommodation or modification to this Policy. Employees who report to work in violation of this Policy may be asked to clock out and return to work in compliance with this Policy. Additionally, any employee who violates any provision of this Policy is subject to disciplinary action, up to and including termination.

## 12. DRUGS AND ALCOHOL

The District is a drug and alcohol-free, healthy and safe workplace. Accordingly, all employees are required to report to work in appropriate mental and physical condition, so they are able to perform their jobs in a safe and satisfactory manner.

Employees shall not manufacture, distribute, dispense, sell, possess, use, solicit or be under the influence of any alcoholic beverage, marijuana, drug, prescription medication, controlled substance, or any other substance which may impair an employee's ability to safely, effectively and satisfactorily perform the functions of the employee's job, which may increase the potential for accidents, absenteeism, substandard performance, poor employee morale, damage the District's reputation, or which may endanger any person, during work hours, at any time while on the District's property, while using the District's property or equipment, or while conducting District business at any location.

The use of prescribed medication is permitted while an employee is on duty only if it does not impair the employee's ability to perform the essential functions of the employee's job effectively and in a safe manner and will not endanger any other person. If an employee is taking any prescription medication which impairs or may impair the employee's ability to perform the essential functions of the employee's position, the employee must notify District Management so a determination may be made as to whether the employee should be working while taking the medication and/or whether the employee is in need of an accommodation. To facilitate the interactive process, a note from the employee's health care provider describing the expected effect of the

medication on the employee, any required accommodations and the anticipated duration of the employee's use of the prescription must be submitted to District Management. The District does not require or request the health care provider or the employee to identify any prescription drug or the medical condition for which it is prescribed, as that information is deemed to be private.

Although pursuant to Proposition 64 California legalized adult possession and consumption of marijuana for recreational use, and pursuant to Proposition 215 California law permits the use of medical marijuana, these laws have no effect on the workplace or this Policy. In the case of *Ross v. RagingWire* (2008) 42 Cal.4th 920, the California Supreme Court held that employers are not required to permit an employee's medicinal marijuana use as a reasonable accommodation. Likewise, Proposition 64 does not impact the rights of employers with respect to enforcing drug-free workplace policies. Accordingly, the prohibitions set forth in this Policy apply to being under the influence of marijuana in any form (e.g., through smoking, eating, vaping, etc.) at work.

Applicants for employment who have been given a conditional offer of employment may be required to submit to and pass a drug and/or alcohol test in accordance with applicable law and at the District's expense, depending on the position for which the employee is applying. Applicants who test positive for alcohol or drugs, or who decline to submit to required pre-employment testing, will not be hired by the District. In addition, upon reasonable suspicion that an employee is under the influence of alcohol, marijuana, drugs, prescription drugs or any other controlled substance while at work, regardless of whether the employee is involved in an accident, injury or otherwise, the employee will be required to stop working and the District may ask that the employee submit to a drug and/or alcohol test, in accordance with applicable law, at the District's expense. Reasonable suspicion shall be based upon direct observation of District Management, or report made by any employee that is verified by District Management.

All Managers are responsible for actively monitoring employees to enforce this policy. In order to enforce this Policy and ensure the safety of all employees, the District also reserves the right to conduct searches of all District property and all personal property that employees bring to work, whether on or off District premises, including, but not limited to, desks, work stations, equipment, filing cabinets, purses, bags and vehicles, and to implement other measures to deter and detect violations of this Policy. Employees have no reasonable expectation of privacy with respect to any District property, or any personal property brought to work, whether on or off District premises. Inspections can be conducted at any time, with or without notice, and regardless of whether any employee is present.

Any employee who refuses to consent to a reasonable inspection or to a drug or alcohol test, who impedes any inspection or test, who tampers with a testing sample, who tests positive for drugs or alcohol while on duty, or who otherwise violates this Policy in any manner will be subject to disciplinary action, up to and including termination, and the District will report any illegal conduct to the proper authorities.

### **13. VIOLENCE AND WEAPONS**

Violence in the workplace is strictly prohibited. Workplace violence includes, but is not limited to, conduct or statements that cause an individual to reasonably fear for the employee's personal safety or the safety of the employee's family, friends and/or property so as to cause the employment conditions to be impacted and/or to create a threatening, hostile, abusive or intimidating work environment for 1 or more employees. Workplace violence may involve any threats or acts of violence involving an employee, the District (in whole or part), which affect the business interests of the District, and/or which may lead to an incident of violence involving the District or any employee, regardless of whether the incident occurs on or off District premises, and regardless of the



relationship between the District and the parties involved in the incident. This Policy applies to all employees, vendors, customers, agents, volunteers and visitors. Examples of workplace violence include but are not limited to:

- Threats or acts of violence, harm, fighting, danger, destruction, confrontation, aggression or intimidation toward an individual and/or property.
- Surveillance, stalking (in person or virtually), monitoring and/or following a person and/or property without a legitimate non-violent purpose.
- Conduct resulting in conviction of a crime involving violent conduct or threats, or which otherwise adversely affects the District's legitimate business interests.

Prohibited conduct may be physical or verbal and may be communicated by any means, including, but not limited to: physical contact, threatening or menacing gestures, verbal or written communication, electronic mail, text messages, social media, phone calls or any other form of communication. We have zero tolerance for all forms of prohibited conduct and take all actual and threatened misconduct seriously, even those allegedly made in jest or as a joke to the extent a reasonable person may find the conduct threatening, hostile, abusive or intimidating.

In order to ensure a safe environment, the District also prohibits the possession, wearing, transportation, storage, or presence of weapons including, but not limited to, knives, pistols, rifles, handguns, firearms of any sort, stun guns, tasers, explosives, ammunition and/or any other dangerous object or weapon while at work, including while on rest and meal periods on District premises, at any Company function, and/or while conducting business-related activities off District premises. Possession of a valid concealed carry permit does not exempt the employee from complying with this Policy. Additionally, any employee that receives a protective or restraining order that lists District property as a protected area is required to provide District Management with a copy of the order.

All employees shall immediately report any behavior that may violate this Policy to District Management, including any incident or event which you reasonably believe may be threatening to you or any other person. Reports should include details of the incident, the names of the people involved, and the names of any witnesses. Reports may be made anonymously. In the event of an emergency, employees should immediately call 911. All reports of conduct which may violate this Policy will promptly be investigated and will be kept confidential to the extent permitted by law, or as otherwise appropriate. The District will determine whether the circumstances warrant the immediate removal of any person and/or property to ensure a safe working environment and whether to require any person to remain off of work while the investigation is pending. If the District determines that there has been a violation of this Policy, the District will take appropriate disciplinary action, up to and including termination.

#### **14. SMOKING, VAPING AND CHEWING TOBACCO**

The District regulates smoking, vaping and the use of chewing tobacco on District premises and in District vehicles and equipment for health and safety reasons and in accordance with California law. Smoking, vaping and the use of chewing tobacco of any kind is prohibited inside and in close proximity to District premises and inside District vehicles and equipment. All smoking, vaping and chewing tobacco products must be properly and safely discarded in the appropriate receptacles and must not be discarded on the ground. Additionally, chewing tobacco must not be spit on the ground. This Policy applies to all smoking and vaping devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes and hookahs. Consistent with the

District's Drug and Alcohol Policy, nothing in this Policy permits smoking or vaping of anything other than tobacco, including marijuana, while working. Employees who do not comply with this Policy will be subject to disciplinary action, up to and including termination.

## **15. COMPANY ISSUED CELL PHONES AND CELL PHONE REIMBURSEMENTS**

Employees who are not issued a District cell phone are not required to use their personal cell phones for work unless District Management specifically notifies the employee that the use of the employee's personal cell phone for District business is required. Unless the District requires the use of a personal cell phone for District business, employees will not be entitled to any reimbursements for the use of a personal cell phone. If you believe that you are required to use your cell phone for District business and are therefore entitled to a reimbursement, notify District Management immediately. Reimbursements for an employee's required use of a personal cell phone will be determined based upon the scope and extent of the required usage. If any employee believes that the reimbursement for the required use of a personal cell phone is insufficient to cover the actual expense of using the cell phone for District business, please contact District Management to discuss your concerns.

If the District requires the use of your personal cell phone for District business, you must ensure that all use of the cell phone is done in a manner that puts safety above all other concerns. Employees shall not utilize cell phones while driving for District business or operating any equipment, unless they do so in a safe manner, in compliance with the law and by using a Bluetooth device or other hands-free mechanism.

The District expects employees to use common sense and sound judgment when utilizing a personal cell phone as part of an employee's job duties. The District will provide each employee with an optional private cell phone line to be used on an employee's personal phone. Since cell phone transmissions may be accessible by individuals outside of the District, employees should not transmit sensitive or confidential information via cell telephone outside of the District's private line. Additionally, all use of District cell phones shall comply with the District's Policies and shall not result in any security breach.

Employees have no expectation of privacy with respect to District issued cell phones. The District reserves the right, at any time, with or without notice, to review, monitor, search and inspect all District issued cell phones, telephone conversations, voicemail messages, e-mail messages, text messages, data, internet use, browsing history, digital archives, etc. Any employee who refuses to consent to any of the foregoing, who impedes the District's efforts, who misuses or damages a District cell phone in any manner, or who otherwise violates this Policy will be subject to disciplinary action, up to and including termination.

## **16. EMPLOYEE PERSONAL PROPERTY AND PERSONAL ACTIVITIES AT WORK**

Although the District allows employees to bring personal property into the workplace, including, but not limited to: cell phones, watches, fit-bits, personal data devices, tablets, computers, purses, backpacks, etc., employees shall not use personal property while on duty, let personal property interfere with the performance of any employees' job duties, or impact the workplace in any negative manner. Employees shall not make, receive or respond to personal calls or text messages while on duty, including through the employee's watch. Exceptions to this rule may be granted by District Management in circumstances demanding immediate attention or emergencies. You should ensure that family members and others who may need to reach you have the District's

phone number. Employees are prohibited from conducting personal business or activities during working hours. All personal business and activities at work must be conducted during meal and rest periods and in compliance with all District Policies.

Employees may use their personal property during rest and meal periods. All use of personal property shall be done in a manner that is courteous to others in the area. Employees shall not use their personal property, including social media accounts, in violation of any District Policy. Employees are also prohibited from taking, posting and/or distributing unauthorized photos, videos and/or audio recordings of the District's property, personnel or any of the District's operations.

Employees have no expectation of privacy with respect to any personal property that is brought to District premises, or which is used while conducting business-related activities off District premises. The District reserves the right, at any time, with or without notice, and based upon reasonable suspicion of a violation of any District Policy, to inspect employee personal property that is on or in District property for purposes of ensuring compliance with District Policies and the safety of all employees, customers, vendors and visitors. Inspections can be conducted at any time, with or without notice, and regardless of whether any employee is present. Any employee who refuses to consent to such an inspection, who impedes any inspection, or who otherwise violates this Policy will be subject to disciplinary action, up to and including termination.

Designated employees may be authorized by the District to use personal devices for purposes of conducting District business. Before using any personal device for work-related purposes, you must obtain written authorization from District Management. The use of personal devices for District business is limited to certain employees whose job duties necessitate the use of the devices. If you are required to use a personal device for District business, you will receive a stipend in an appropriate amount to compensate you for the use of your personal property.

You should take all precautions necessary to safeguard your personal possessions while at work, as the District is not responsible for any lost or stolen employee personal property.

## 17. SOCIAL MEDIA

At the District, we understand that social media (i.e., any web-based or mobile based technology used to disseminate or receive information, communicate and/or interact, including, without limitation, Facebook, LinkedIn, Instagram, Snapchat, Twitter, Pinterest, YouTube, chat rooms, texting, messaging, social networking, bulletin boards, blogs, etc.) can be a fun and rewarding way to share your life and opinions with family, friends, co-workers and others. While the District respects your right to express yourself as you deem appropriate, the use of social media presents certain risks and carries with it certain responsibilities with respect to your position at the District. The same principles and guidelines found in the District's Policies apply to your activities online. Accordingly, your posts must not violate your duty of loyalty to District or violate any District rule or Policy, regardless of whether the posts occur during working time or on your own time, on or off of District premises and/or through the use of the District's equipment or your own. In particular, you are reminded that the District's Policies prohibiting harassment, discrimination, bullying and retaliation apply to your conduct at all times, regardless of whether you are on or off duty. Ultimately, you are solely responsible for what you post online. Before creating online content, keep in mind that any of your conduct that adversely affects the District, your job performance, the performance of any other employee, customer, vendor, independent contractor, volunteer, or

any other person with whom you or the District interacts as part of its operation, may result in disciplinary action, up to and including termination.

If you have an issue, complaint or concern about the District, any employee, customer, vendor, independent contractor, volunteer, or any other person with whom you or the District interacts as part of the District's operation, The District encourages you to utilize the District's dispute resolution procedures rather than posting about the matter on social media. If you decide to post any complaints or criticism about the District or any of the foregoing individuals, the content of all posts should be accurate and you must avoid using statements, photographs, video or audio that could reasonably be viewed as malicious, obscene, threatening or intimidating, that contains false or misleading information, that constitutes defamation, libel or slander, or which otherwise violates any District Policy.

You are expressly prohibited from posting any information or opinions on behalf of the District, and from disclosing any of the District's Protected Information. Your posts shall not contain photographs or content depicting any District property. If you post any information or photograph that identifies you as a District employee, or which contains information related to your work for the District, you must make clear that you are not speaking on behalf of the District, and your post must contain a disclaimer such as: "The postings on this site are my own and do not necessarily reflect the views of Marin Resource Conservation District."

Employees are prohibited from using social media during working time or through use of any District property or equipment. Employees may use social media on their own time, including during meal and rest periods, in non-working areas. At no time shall any District email be used to register on any social network, blog or other online tool for any employee's personal use or otherwise in violation of this Policy.

This Policy does not restrict any employee's rights to engage in protected activity under the National Labor Relations Act or any other applicable Federal, State or Local law. Nor does this Policy prohibit discussing or disclosing information, concerns or criticism regarding wages, terms and conditions of employment, the District's labor and employment Policies or treatment of its employees, provided that the information disclosed is factual. However, the District prefers that you discuss any such concerns with District Management so the District can have the opportunity to properly address the matter.

## 18. AUTOMOBILE INSURANCE

- **Personal Auto.** Any employee required to use their personal auto for the performance of their job, will receive reimbursement on a mileage basis per the IRS mileage reimbursement rate.
- **Insurance.** Any employee required to use an automobile to perform their job, whether the automobile is a personal auto or government auto or vehicle, must provide current evidence of possessing the minimum amounts of insurance as specified by California law and hold a valid California driver's license as well as a clean DMV report.

## 19. POLITICAL ACTIVITY

Many employees participate in political activities on their own time. The District recognizes that employees are entitled to their own personal political beliefs and will not discriminate against employees based on their lawful political activity engaged in outside of work. However, District time, facilities, property and equipment must not be used for an employee's outside political activities. The District will not reimburse any

employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by District Management announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that the District officially endorses or opposes any candidates for political office that District Management has not publicly announced.

## **20. DISCLOSURE OF INFORMATION ABOUT OTHER CURRENT AND FORMER EMPLOYEES**

During the course of your employment, you may receive inquiries regarding current or former employees. All such inquiries shall be directed to District Management. You may not respond to any such inquiries on behalf of the District. In response to any inquiries about current or former employees, the District will disclose only the dates of employment and the title of the positions held by the employee.

## **21. SOLICITATION, DISTRIBUTION OF LITERATURE AND ACCESS**

In order to ensure efficient operation of the District's business and to prevent disruption to employees, we have established this Policy to control solicitations and the distribution of literature on District property and to control who enters our premises. Approaching employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important or benevolent, can create unnecessary apprehension and pressures for our employees, which we do not allow.

Employees shall not sell merchandise, solicit or promote support for any cause or organization, nor distribute or circulate any written or printed material during the employee's working time or during the working time of the employee(s) at whom such activity is directed. Employees are also prohibited from entering or remaining on District property for any purpose except to report for work and to perform work as instructed by District Management. Under no circumstances will any non-employee be permitted to sell merchandise, solicit or promote support for any cause or organization, or distribute any written or printed material for any purpose, at any time, on District property, unless otherwise required by law.

Additionally, non-employees (including visitors of the District's employees) are prohibited from entering any restricted area on District property at any time except on official business with the District or as expressly approved in advance by the District. The District reserves the right to deny any visitation request in the District's sole and absolute discretion. All non-employees who are authorized to enter any restricted area of the District's property must be accompanied by a District employee at all times. Restricting unauthorized visitors from accessing the District's restricted areas helps maintain our safety standards, protects confidential District information, safeguards employee welfare and avoids potential distractions and disturbances. If you believe an unauthorized visitor is in any restricted area on the District's property, please immediately notify District Management.

Nothing in this Policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Rather, this Policy is intended to ensure efficient operation of the District's business and to prevent disruption of employees during their working hours.

## **F. COMPANY INFORMATION AND PROPERTY**

### **1. CONFIDENTIAL DISTRICT INFORMATION**

The District is very sensitive to the issue of protecting confidential, proprietary information, the dissemination of which would be extremely detrimental to the District. In the course of your employment, you may gain access to, learn and/or develop certain confidential, proprietary and/or trade secret information regarding the District and its operation, including, but not limited to, all of the following materials and information (whether or not reduced to writing or some tangible form, and whether or not patentable or protected by copyright) related to the business of the District, ranchers and farmers, business associates, vendors, employees and/or agents. The District's protected material and information is created, produced or obtained by the District and/or any of the District's employees, agents and/or contractors, is not generally known to the public or the industry, and, if known, would, among others, interfere with the District's ability to maintain. Examples of such confidential, proprietary and/or proprietary information include, but are not limited to, inventions (whether patentable or not); designs; processes; protocols, decision making processes; formulas; patterns; compilations; methods; strategies; programs; devices; techniques; developments; chemical compounds; mixtures; recipes; research; codes; capacities; testing procedures; research plans; product plans; technical data, drawings and/or specifications; information about business operations; information regarding the District's past, present and/or future products and/or services; banking, accounting, debts, assets and/or other financial information; records, policies, procedures, forms and/or correspondence; litigation strategies; publicity plans; system design; nature and/or identity of machines and/or their use; information about past, present, future and/or projected sales; sales and marketing strategies, programs, formulas and/or estimates; contract terms and/or conditions; information about costs, fee structures, pricing and/or profits; information regarding past, present or potential business associates, such as identity, contact information, files, account specifications, credit worthiness, product specifications, needs and/or requirements; prospects; cost data; suppliers; vendors; information regarding key employees, personnel data and/or files; flow charts; databases; electronic and/or computer codes; computer programs; and any other confidential, proprietary and/or trade secret information relating to the District or its operation (collectively, "Protected Information"). The term Protected Information, and the terms of this Policy are not intended to and shall not interfere with any employee's ability to disclose or discuss their wages or any other terms and conditions of employment. If you have any questions about what may constitute Protected Information, seek clarification from District Management.

The District derives and places an economic value on its Protected Information. Accordingly, the District has taken reasonable precautions to preserve the confidentiality of all such information. All Protected Information is and shall remain the sole and exclusive property of the District. Employees are prohibited from disputing or contesting the District's ownership interest and/or rights regarding any Protected Information, as well as the District's inclusion of additional categories of information in the definition of Protected Information.

As a term of, and in consideration for employment with the District, every employee must agree, by signing the acknowledgement below, not to do any of the following without prior written authorization from District Management: directly or indirectly use, take, copy, remove, communicate, divulge, disclose and/or solicit any Protected Information, or any summary thereof, for any reason other than for the sole benefit of the District, as specifically required for the performance of the employee's job duties, and in compliance with all District Policies. Additionally, employees are required to take all reasonable steps to preserve the confidentiality of and the District's ownership interest in the Protected Information.

Employees shall return all Protected Information, and any copies thereof, in hard copy and/or electronic or other format, to The District at the time that the employment relationship with the District ends for any reason.

The District also insists on maintaining the confidentiality of all Protected Information even after employment with the District has ended. Unauthorized disclosure or use of Protected Information to or by any person, including, but not limited to, a future employer and/or an actual or potential competitor of the District is strictly prohibited, and may subject employees (as well as any new employer, competitor or other person or entity) to civil and/or criminal liability. Accordingly, employees are prohibited from using any Protected Information on behalf of or for the benefit of employee or any other person, business or entity.

The District will vigorously protect the confidentiality of its Protected Information, including taking legal action. Employees must disclose all known and suspected improper use and/or disclosure of Protected Information by any employee to District Management so a determination can be made regarding whether any responsive action is appropriate under the circumstances.

The obligations set forth in this Policy shall not apply to any Protected Information which has become generally known to the public or competitors of the District through lawful means and without violation of any law, of this Policy, or of any other agreement prohibiting the disclosure of Protected Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. §1833(b), employees shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

## **2. PHOTOGRAPHS AND VIDEOS OF DISTRICT PROPERTY AND PERSONNEL**

Employees are prohibited from taking, posting and/or distributing unauthorized photos or videos of the District's property, personnel or any of the District's operations, including, but not limited to, buildings, equipment, processes, etc. Any photos or videos that are specifically authorized by District Management to be taken of any of The District's property, personnel or any of the District's operations shall at all times remain the property of the District and shall not be used for any purpose other than as specifically authorized by District Management. Any violation of this Policy will result in disciplinary action, up to and including termination.

## **3. USE AND INSPECTION OF DISTRICT PROPERTY**

Employees are permitted to use the District's property and equipment including, but not limited to, supplies, credit cards, documents, physical and electronic files, furniture, telephones, cell phones, voicemail systems, computers, e-mail, laptops, tablets, computer software/hardware, computer servers, etc., for purposes of performing their job duties, provided such use complies with all District rules, Policies, procedures, the specific instructions and authorization granted by the District and the law. Proper use of the District's property and equipment can make operations and communication more efficient, while improper use can put the District, its operations and its employees at risk. At all times, the District retains ownership of its property and equipment.

The District's property and equipment shall not be misused, used without authorization, used for any employee's personal use, or used by any non-employee. Employees may not copy or use any District property or equipment in any manner that may violate any District Policy, rule or procedure, in a manner that is discriminatory,

harassing, abusive, obscene, illegal, or which is not in the best interest of the District. Additionally, District property and equipment shall not be used for any reason other than performing assigned job duties, including any personal use, without the express written consent of District Management.

Employees must exercise reasonable care to prevent loss or damage to the District's property and equipment, and employees shall notify District Management if any District property or equipment appears to be in need of cleaning, maintenance or repair, or if it has been damaged, lost or stolen. Accessing, using, removing, changing, deleting, erasing or otherwise damaging any District property, equipment or information without first obtaining specific authorization to do so is strictly prohibited. Any employee who loses, damages, steals or misuses any District property may be personally liable for the cost of replacing or repairing the property, in addition to appropriate disciplinary action.

The District utilizes the latest technology. Employees may only access, review and/or use the documents, programs and systems in accordance with the specific authority granted by the District and in compliance with the District's instructions. Employees are prohibited from installing, deleting, modifying or upgrading any computer software program or equipment without prior approval from District Management. Employees shall not use any District property or equipment in a manner that may interfere with the District's normal business operations, or which may corrupt or slow down any of the District's systems.

Employees have access to e-mail and the internet. Employees must understand the potential threat of viruses and other issues that may damage our computer system. Employees are prohibited from downloading any software or application or transferring data or programs onto the District's computer system without prior authorization from District's. E-mail messages from unknown sources must not be opened. If you have a question about whether you should open a message, please contact District Management. The District's anti-virus programs shall be enabled at all times. Employees are also advised that e-mail and use of the internet may not be entirely secure. All employees shall take reasonable steps to safeguard the District's confidential information, including through the use of encryption or requiring recipients to utilize a password to access the information. Do not leave confidential documents or emails visible by others on your computer, desk or elsewhere. Documents and emails containing confidential information should be labeled as "CONFIDENTIAL" in accordance with the District's instructions.

Employees shall not place any passwords or other restrictions on any document, computer, software program or any other District property or equipment without prior authorization from District Management. If an employee is permitted to utilize a password, all such use shall be for the sole purpose of protecting the District's security and shall not in any way impact the District's ownership or rights. All passwords and other restrictions on use shall be provided to District Management. The District reserves the right to keep a record of all passwords used and/or may override any password at any time, with or without prior notice. Employees are also prohibited from accessing any other employee's email accounts, voicemails, logins, or passwords without prior authorization from District Management.

Employees must recognize that although many forms of electronic communication, including text messages, emails and voicemail may seem informal, they create permanent business records, which may be binding and may be admissible in court and administrative proceedings. Employees should keep in mind that even if they delete an email, voicemail, text message or other communication, a copy may be archived and retrieved at a later date. All employees must be extremely cautious about what they say and write in performing their job duties and ensure that all communication complies with all District Policies and is reflective of the District's morals and standards. The District's email and computer system must be used only for business purposes and must always include the employee's name as the sender. E-mail messages shall not be sent anonymously or transmitted



under an assumed name. When employees are away from work, they should enable the auto-reply feature for emails to advise others regarding the duration of the employee's absence and who the sender may contact in the employee's absence. Employees should also indicate that they are out of the office on their voicemail message.

Employees must respect and comply with laws governing trade secrets, confidential and proprietary information and copyrights when using District computers and programs and when obtaining and disseminating information by any medium. Employees shall not copy or distribute any confidential or protected material, documents or information unless authorized to do so by District Management.

Employees have no expectation of privacy with respect to any District property or equipment. The District reserves the right to search, inspect, review and monitor all District property, equipment, documents, physical and electronic files, telephone conversations, voicemail messages, e-mail messages, text messages, internet use, digital archives, etc. at any time, with or without notice and with or without any employee being present. The District also has the right to question and inspect or search any employee or other individual entering or leaving any District premises in accordance with the law to enforce the terms of its Policies. Any employee who refuses to consent to any of the foregoing, who impedes District efforts, or who otherwise violates this Policy will be subject to disciplinary action, up to and including termination.

#### **4. BULLETIN BOARDS**

The District maintains areas for posting work-related notices, to keep you up to date regarding our Policies, procedures and events, and to post notices which must be posted pursuant to Federal, State and Local law. Employees are responsible for reviewing the information posted in these areas.

#### **5. DISTRICT KEYS AND ACCESS CODES**

The District assigns designated employees keys and/or access codes to the District's buildings and equipment. Employees who are assigned District keys and/or access codes are responsible for maintaining and protecting the keys and/or access codes and they shall not duplicate, loan, distribute or share them. If a District key is lost, misplaced, destroyed or stolen, or an access code is disclosed, immediately notify District Management.

#### **6. COMPANY MAIL**

The District's mail system is for the use of District mail only. Employees may only open District mail if they are specifically authorized to do so by District Management. Employees must not use District postage to send personal mail. Additionally, employees are not permitted to have personal mail delivered to District premises.

## **G. JOB PERFORMANCE, PERSONAL PROGRESS, DISCIPLINE AND SEPARATION**

### **1. PERSONAL PROGRESS, PERFORMANCE EVALUATIONS AND ADVANCEMENT**

Decisions regarding each employee's professional advancement within the District, responsibilities and compensation shall be based on factors such as merit, skills, training, education, experience, demonstrated ability, job performance, and aptitude for future improvement, as well as operational factors such as District profitability, future business plans, etc. Personal progress, compensation and advancement within the District are not based merely upon the passage of time or length of service.

The District regularly evaluates each employee's performance of the employee's job duties to assess whether the employee is satisfactorily performing the required job duties and meeting the objectives of the position, the employee's knowledge of the tasks the employee is required to perform, the employee's dependability, attendance, quantity and quality of work, adaptability and other relevant factors. The timing and frequency of each employee's evaluations is determined on an individual basis and depends on factors such as length of service, job position, past performance, changes in job duties, performance issues, etc. Additionally, written performance evaluations may be conducted in the District's sole discretion. These formal and informal performance evaluations give the District the opportunity to assess the employee's strengths and weaknesses, and determine whether promotions, wage adjustments and/or any other actions affecting employment are appropriate. If your performance evaluation is in writing, you will be provided with a copy of the written performance evaluation. You should carefully review any written evaluation you receive. District Management will discuss your written and unwritten performance evaluations with you and provide you with guidance regarding any suggested or required improvements. You are encouraged to discuss any questions that you may have. You will be asked to sign any written performance evaluation you receive. Signing the written evaluation does not mean you agree with everything, it simply confirms that you have received your written evaluation and have been given the opportunity to discuss the content with the District. Favorable performance evaluations do not guarantee an increase in compensation. Unfavorable evaluations require improvement, and the failure to improve will lead to disciplinary action, up to and including termination.

### **2. CORRECTIVE ACTION, DISCIPLINE, SEPARATION AND TERMINATION**

The District expects all employees to perform to the best of their abilities at all times and to satisfy the expectations and standards set by the District. There will be times, however, when employees perform at an unsatisfactory level, violate a District rule, Policy or procedure, or act in a manner that the District deems to be inappropriate. The District has the discretion to utilize different forms of corrective or disciplinary action, including, but not limited to, verbal or written warnings, counseling, mandatory additional training, performance improvement plan, probation, suspension, transfer or demotion, or the District may elect to terminate employment. Regardless of performance or longevity of service, in accordance with the at-will nature of the District's employment relationship with all employees, the District may separate any employee at any time, with or without cause or prior notice, and without following any system of discipline or warning.

Employees also have the ability to resign at any time as a result of the at-will nature of the employment relationship each employee has with the District. Although not required, the District requests that employees who decide to resign provide advance notice, in writing, specifying the employee's preferred last day of

employment. The District reserves the right to notify the resigning employee whether the employment relationship will end on the date specified by the employee or on an earlier date.

At the time that an employee's employment ends for any reason, the employee will be provided with the notice of change in relationship required by applicable law and other separation documents issued by the District. The District will also issue a final paycheck for all wages earned through the last day of employment and any accrued paid time off in accordance with the timeframes mandated by applicable law. You will also be required to return all District documents, property and equipment and to certify that you have in fact done so (including any duplication of the same).

### 3. SCOPE OF DISTRICT POLICIES

None of the District's Policies, procedures or philosophies are intended to, nor shall they actually preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable law or regulation governing the employment relationship.

No part of any District Policy, procedure, philosophy, or agreement with any employee shall be construed to prohibit or prevent any employee from discussing or disclosing information about unlawful acts in the workplace or any other conduct that an employee has reason to believe is unlawful.

Changes to this Handbook and/or any other District Policies, rules or procedures will be made from time to time in the District's discretion and without prior warning. The District may or may not issue a new Handbook with each change that is made. Notwithstanding the foregoing, no change can be made in the at-will nature of any person's employment unless it is made in a written contract signed by Executive Director that expressly states the intent to modify application of the District's At-Will Employment Policy with respect to a specific employee.

The District Employee Handbook was designed to help you understand the District's Policies, rules and procedures. We want you to enjoy a rewarding experience with us and your fellow employees. You are required to carefully and completely read this entire Handbook. If you have any questions regarding anything about the District or any of its Policies or procedures, please feel free to contact District Management. Once you have reviewed this Handbook and have had your questions answered, please sign and return this Employee Acknowledgement page to District Management. You should retain a copy of this Handbook for future reference.

## EMPLOYEE ACKNOWLEDGEMENT

By signing below, I acknowledge, understand and agree that all of the following are true and correct:

1. I have received and have carefully and completely read the District's Employee Handbook, and I have had the opportunity to ask any questions I have and to discuss the contents of the Handbook with District Management before signing this Acknowledgement.
2. I understand the contents of the Handbook and the fact that the Handbook contains important information regarding the District's general personnel Policies, rules and procedures, as well as my obligations as an employee. I understand that compliance with the District's Policies, rules and procedures is a term and condition of my employment with the District.
3. This Handbook is the only operative Employee Handbook for the District and supersedes all prior agreements, understandings and representations concerning my employment, unless otherwise specified in a writing signed by the District Owner.
4. The statements in the Handbook are guidelines for employees concerning the District's Policies, rules and procedures and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment. I acknowledge that the District may modify or rescind any Policies, rules, procedures and/or benefits described in the Handbook, other than the At-Will Employment Policy, at any time, without prior notice to me.
5. My employment with the District is At-Will, which means that my employment can be terminated by me or the District at any time, for any reason, with or without cause, and with or without prior notice or warning. I further understand that no one other than District Management has the authority to enter into any agreement, express or implied, for employment for any specified period of time, or for any relationship other than at-will employment.
6. I agree to comply with all Policies, rules and procedures and requirements described in the District's Employee Handbook.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name

### 3A CARBON FARMING

**Action:**

- A. Board approval of contract C09-2025 with Point Blue Conservation Science Teachers and Students Restoring a Watershed for implementation, establishment and monitoring of 4 riparian restoration projects. ~*Sarah Skinker, Carbon Farming Program Manager*

**Urgency:**

- A. Urgent. Projects are designed and Point Blue STRAW would like to move forward with the implementation this fall.

**Background:**

The USDA awarded a grant to MRCD, Sonoma and Goldridge RCDs through the Climate Smart Commodities Program, which was then terminated in spring 2025. Before it was terminated, one deliverable of this grant was to implement 4 riparian restoration projects with Point Blue's STRAW program. MRCD intended to use Measure A funds to implement these projects even before it was terminated.

MRCD is proposing to enter into the attached contract with STRAW to implement, establish and monitor these projects over three years for a total of \$836,425 using Measure A funding. This contract will pay for STRAW staff time, materials and supplies to implement, establish and monitor over 3380 linear feet of riparian restoration over 3 years. Measure A requires a 1:1 match which is being provided in part by STRAW in the amount of \$289,008.

Projects were selected using internal grant criteria and approved by both the State Coastal Conservancy (design funder) and Marin County Parks Measure A Committee (implementation funder) in June 2025.

Deliverables: Point Blue will implement 4 riparian restoration projects with MRCD and partners. The practices to be installed include planting practices that increase biodiversity, reduce erosion and directly sequester atmospheric carbon. Point Blue's STRAW program will educate K-12 students from local schools and connect them to Marin's agricultural lands to provide field-based restoration science education opportunities. See contract attached for more details on projects and student engagement.

**Past Actions:**

- Projects approved by Marin County Measure A and CA State Coastal Conservancy in June 2025

**Actions:** \* staff recommendation

\*Option 1: Board approves the contract.

Option 2: Board tables the approval.

**Impact:**

Marin RCD has an opportunity to continue the important work of increasing biodiversity, erosion control and carbon sequestration through these projects. 4 riparian restoration projects with MRCD and partners. The practices to be installed include planting practices that increase biodiversity, reduce erosion and directly sequester atmospheric carbon.

Specific alliance with [RCD strategic plan](#) and grant goals:

GOAL 1: Active support of our district's agricultural economy, viability and cultural heritage

STRATEGY:

3. Improve and enhance natural resources on agricultural lands.
4. Support innovative technologies for the agricultural industry.
6. Secure financial incentives and cost share funding from a variety of funding options including grants, tax & bond measures, mitigation, cap & trade, conservation credits.

GOAL 3: Maintain and improve soil health and air quality

STRATEGY:

1. Support agricultural producers in conserving and improving soil health to support healthy productive farms and ranches.
2. Support private landowners and agricultural producers with the implementation of practices that reduce greenhouse gas emissions, sequester carbon and support resiliency to climate change.

GOAL 4: Conserve and enhance flora and fauna

STRATEGY:

1. Conserve coastal prairies, grasslands, croplands, wetlands, upland and riparian forests to enhance biodiversity and economic sustainability.
2. Implement projects that conserve and enhance habitats for threatened, endangered and local species of importance.

**Available Budget:**

- A. \$836,425 is available in the Measure A budget across 3 years to fund these projects with STRAW.



**Contract Log #09-2025**

**Marin Resource Conservation District  
Professional Services Contract**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of August, 2025 by and between the MARIN RESOURCE CONSERVATION DISTRICT, hereinafter referred to as "MRCD" and POINT REYES BIRD OBSERVATORY DBA POINT BLUE CONSERVATION SCIENCE, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, MRCD desires to retain Contractor to provide the following services, more specifically described in **Exhibit A** attached hereto and by this reference made a part hereof:

- Implement 4 riparian restoration projects on ranches
- Establish and monitor implemented practices

**WHEREAS**, Contractor certifies that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by MRCD, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The MRCD agrees to:

- A. Make available all pertinent data and records for review.
- B. Provide general bid and contract forms and special provisions format when needed.

**3. FEES:**

The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

**4. MAXIMUM COST TO MRCD:**

In no event will the cost to MRCD for the services to be provided herein exceed the maximum sum of \$836,425 including direct non salary expenses. Indirect costs are not to exceed 35% (\$204,587) of the total amount eligible for indirect costs.





**5. PAYMENT:**

The fees for services under this Contract shall be due as set forth in **Exhibit B**.

The source of funding by the MRCD for this work shall be: County of Marin Measure A. This Agreement is subject to the terms and conditions negotiated between the MRCD and Marin County, dated October 1st, 2022 which is attached and incorporated herein as Exhibit C for reference. Please contact MRCD for additional exhibits.

Contractor shall submit invoices no more than monthly, but at least quarterly, for work completed and costs incurred for the period. Payments shall be made within 30 days of receipt of a complete invoice.

**6. CONTRACT PERFORMANCE TIME:**

All the work required by this Contract shall be completed and ready for acceptance no later than December 31st, 2028.

**7. INSURANCE:**

The Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless MRCD specifically consents to a "claims made" basis. The MRCD shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to MRCD prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to MRCD of any termination or reduction in coverage.

**\_\_\_\_By initialing in the space provided, Contractor certifies that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on Exhibit C attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the MRCD harmless and defend the MRCD against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. MRCD agrees to timely notify Contractor of any negligence claim.



Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, MRCD may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**8. WORKER'S COMPENSATION:**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to MRCD prior to commencement of work.

**\_\_\_By initialing in the space provided, Contractor certifies that no employees will be used in providing the services under this Contract.**

**9. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**10. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MRCD except for any subcontract work identified herein.

**11. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MRCD.

**12. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**13. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures in accordance with Contractor's standard procedures.. In addition,



in accordance with Contractor's standard procedures Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least three years from the completion of this contract. Contractor will permit MRCD to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at MRCD's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from MRCD. Contractor shall refund any moneys erroneously charged.

**14. TIME OF AGREEMENT:**

This Agreement shall commence on August 1st, 2025 and shall terminate on December 31st, 2028. Time is of the essence with respect to this Contract.

**15. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the MRCD. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over copies of all information, writing and documents to MRCD without exception or reservation. Contractor shall have the right to a non-transferable, free-of-cost, nonexclusive, world-wide license to use and reproduce any reports, data, documents or other materials produced in whole or in part under this Agreement for education and research purposes. Any materials produced to promote the activities under this contract must include State Coastal Conservancy as a sponsor.

**16. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the MRCD may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty
- D. (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- E. In the event of termination under 16.A, 16.B and 16.C Contractor shall be paid for services including uncancellable commitments performed to the date of termination in accordance with the terms of this Contract.



**17. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the MRCD. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

**18. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**19. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MRCD, as is evidenced in writing.

**20. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**21. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold MRCD harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract but only in proportion to and to the extent that such claims and losses are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees and agents.

**22. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

**23. ORDER OF PRECEDENCE**

Should any conflict arise between any provision of this Agreement and the Prime agreement the provisions of this Agreement shall prevail.

**24. NOTICES:**

This contract shall be managed and administered on MRCD's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and follow the guidelines set forth in the attached vendor instructions.

Nancy Scolari



Marin Resource Conservation District  
P.O. Box 1146  
Point Reyes Station, CA 94956

Notices shall be given to Contractor at the following address:  
Padmini Srinivasan  
3820 Cypress Drive, Suite #11  
Petaluma, CA 94954

**IN WITNESS WHEREOF**, the parties hereunto have executed this Contract on the date first above written.

**APPROVED BY  
MRCD:**

By: \_\_\_\_\_  
PRESIDENT, Board of Directors

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

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

**CONTRACTOR:**

Padmini Srinivasan, Chief Financial Officer

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

Federal Tax I.D.#: 94-1594250  
Phone #: 707-781-2555 ext. 404  
Email: [bhuang@pointblue.org](mailto:bhuang@pointblue.org)



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **SERVICES TO BE PROVIDED BY CONTRACTOR**

#### **Project Description**

The purpose of the Measure A program is to support and enhance ecosystem services, climate resiliency, and the protection, restoration, and sustainability of Marin County agricultural working lands and food systems. MRCD's Carbon Farming Program receives funds from Measure A to implement projects that meet these goals. Carbon Farming improves the ability of farmers and ranchers to adapt to existing and future impacts by implementing practices that improve soil health, thus increasing a soil's water holding capacity to withstand periods of drought, thereby benefiting the entire watershed. Restoration activities include the installation, establishment, and monitoring of native riparian plant species. The project design has been informed by Point Blue's innovative research on native plant tolerances to climate change, therefore candidate species have been selected to provide a number of critical benefits (e.g. wildlife shelter, pollinator resources, and to meet producer's livestock management needs) across a wide range of possible climate scenarios to increase resiliency and maximize project success in an uncertain future. Candidate species have been identified and species selection will be finalized prior to implementation. The plant species and quantities were determined by Point Blue restoration designers based on nearby native plant community reference sites.

#### **Project Task List & Scope of Work**

##### **Task 1 - Implementation**

Point Blue will implement 4 riparian restoration projects with MRCD and partners. The projects to be installed include planting practices that increase biodiversity and directly sequester atmospheric carbon, plus supporting practices. Point Blue Conservation Science's STRAW program will educate K-12 students from local schools and connect them to Marin's agricultural lands to provide field-based restoration science education opportunities. STRAW estimates 1200 local students from 48 classrooms will be engaged across all projects. These numbers may change as they rely upon many factors such as bus transportation, teacher schedules, and inclement weather. See attached Exhibit B for more details on match and volunteer participation.

Project 2025-01: 950 linear feet of stream restored, 300 plants and 16 seed baskets

Project 2025-09: 675 linear feet of stream restored, 256 plants and 18 seed baskets

Project 2025-10: 1200 linear feet of stream restored, 349 plants and 49 seed baskets

Project 2025-11: 555 linear feet of stream restored, 505 plants and 165 seed baskets



Budget:

Marin County Measure A: \$429,335.00

*Point Blue student volunteer match:* \$289,008.00

**Task 1 Contract Amount: \$429,335.00**

**Task 2- Plant Establishment and Monitoring**

Point Blue Conservation Science will establish installed plants to encourage maximum survivability. Planting practices will be maintained for up to 3 years and establishment activities will include regular weeding, irrigation and securing of browse protection and weed prevention. Plant survival and vigor will be monitored annually following methods in the Riparian Zone Monitoring Plan. MRCD is responsible for collaborating with each landowner to implement the appropriate livestock exclusion fencing for each project.

Deliverables:

Perform plant establishment and monitoring activities for implemented planting practices at implemented sites.

Budget:

Marin County Measure A: \$407,090.00

**Task 2 Contract Amount: \$407,090.00**



## **EXHIBIT B**

### **FEES TO BE PAID TO CONTRACTOR**



# STRAW Restoration Project Budgets Contract #C09-2025

Budget by Project						
	Billing Category	2025-01	2025-10	2025-11	2025-09	Grand Total
	Education	\$3,850.64	\$4,331.97	\$6,751.93	\$2,406.65	
	Installation	\$70,154.44	\$76,633.06	\$95,503.11	\$49,429.93	
	Maintenance/Monitoring	\$96,011.94	\$110,107.86	\$118,985.85	\$71,258.63	
	Materials	\$17,622.43	\$23,719.95	\$26,267.32	\$15,173.30	
	Mileage	\$3,263.40	\$1,863.40	\$2,805.60	\$2,793.00	
	CCNB - blackberry removal	\$0.00	\$11,136.00	\$0.00	\$0.00	
	Porto	\$1,164.00	\$1,164.00	\$1,164.00	\$1,164.00	
	Indirect on Non Labor	\$4,192.95	\$8,515.18	\$5,329.46	\$3,660.95	
	<b>Total Project Budget</b>	<b>\$196,260</b>	<b>\$237,471</b>	<b>\$256,807</b>	<b>\$145,886</b>	<b>\$836,425</b>
Match and Volunteer Participation						
		2025-01	2025-10	2025-11	2025-09	Totals
	Student Planting Days	6	7	8	3	24
	Total Students	300	350	400	150	1,200
	Total Classrooms	12	14	16	6	48
	Total Volunteer Hours	1800	2100	2400	900	7,200
	Total Volunteer Match (\$40.14/hour CA Volunteer Rate)	\$72,252	\$84,294	\$96,336	\$36,126	\$289,008
Budget by Task						
		2025-01	2025-10	2025-11	2025-09	Totals by Task
Task 1	Implementation	\$96,984	\$125,500	\$135,016	\$71,835	\$429,335
Task 2	Establishment & Monitoring	\$99,275	\$111,971	\$121,791	\$74,052	\$407,090
	<b>Totals</b>	<b>\$196,260</b>	<b>\$237,471</b>	<b>\$256,807</b>	<b>\$145,886</b>	<b>\$836,425</b>
Budget by MRCD Fiscal Year						
		2025-01	2025-10	2025-11	2025-09	Totals by Year
Year 1	July, 2025 - June, 2026	\$96,984	\$125,500	\$135,016	\$71,835	\$429,335
Year 2	July, 2026 - June, 2027	\$33,092	\$37,324	\$40,597	\$24,684	\$135,697
Year 3	July, 2027 - June, 2028	\$33,092	\$37,324	\$40,597	\$24,684	\$135,697
Year 4	July, 2028 - December, 2028	\$33,092	\$37,324	\$40,597	\$24,684	\$135,697
	<b>Totals by Project</b>	<b>\$196,260</b>	<b>\$237,471</b>	<b>\$256,807</b>	<b>\$145,886</b>	<b>\$836,425</b>

<b>Name</b>	<b>Title</b>	<b>FTE</b>	<b>Annual</b>	<b>Hourly</b>
Allen, Emily	Senior Project Manager	Full	111467.2	53.59
Alvarez, Edgar	Conservation Educator	Full	70366.4	33.83
Arriaza, Nicholas	Restoration Technician	Full	59185.15	28.45
Crisostomo-Rickman, Kylie	Project Manager	Full	74380.8	35.76
Distrola, Vincent	Nursery Technician	Full	59185.15	28.45
Ditmore, Jessica	Project Manager	Full	78977.6	37.97
Dixon, Jordan	Restoration Technician	Full	58413.89	28.08
Giambastiani, Leia	Senior Project Manager	Full	110385.6	53.07
Graziano, Gina	Sr Education Manager	Full	105913.6	50.92
Jensen, Trevor	Restoration Technician	Full	55016.24	26.45
Keller, Matthew	Outreach Specialist	Full	59185.15	28.45
Kennedy, Elizabeth	Project Manager	Full	74380.8	35.76
Khan, Kha	Project Manager	Full	74380.8	35.76
Kow Jr, Clifford	Conservation Educator	Full	61564.64	29.60
Lopez, Denise	Project Manager	Full	70366.4	33.83
Lozano, Raquel	Restoration Technician	Full	58190.08	27.98
Matz, Alycia	Project Manager	Full	74380.8	35.76
Nuzzo, Joshua	Project Manager	Full	82243.2	39.54
Parodi, John	STRAW Restoration Director	Full	140400	67.50
Patterson, Emily	Restoration Technician	Full	59185.15	28.45
Perry, Maia	Restoration Technician	Full	55016	26.45
Phillips, Jennifer	Senior Project Manager	Full	105892.8	50.91
Polizzotti, Tess	Restoration Technician	Full	58190.08	27.98
Rodriguez-Chavez, Claudia	Restoration Field Tech	Full	55016	26.45
Rogers, Laurette	STRAW Founder Ambassador	Partial	127732.8	61.41
Rosales, Alejandro	Novato Restoration Technician	Full	59185.15	28.45
Sawairi, Eri	Conservation Educator	Full	63606.4	30.58
Silva Hernandez, Claudia	Restoration Technician	Full	55016	26.45
Smith, Samuel	Project Manager	Full	71383.21	34.32
Soderberg, Sara	Restoration Technician	Full	58190.08	27.98
Stagner, Lara	Project Manager	Full	85550.4	41.13
Sublette, Sandra	Nursery Technician	Full	58190.08	27.98
Tawade, Rushi	Science Illustration Apprent.	Partial	39936	19.20
Thalmayer, Isaiah	Senior Project Manager	Full	107244.8	51.56
Uy, Dezarhel	Restoration Technician	Full	59185.15	28.45



## **EXHIBIT C**

MARIN COUNTY MEASURE A SIGNED AGREEMENT

*See next page*

# Marin RCD Staff Report

## August 1-31, 2025

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### *District*

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- **ED Report** (*Nancy's work*)
  - District
    - Drafted oath of office and communications with County re new director
    - Review of Strategic Plan information and arrangement of retreat venue
    - Arrange NRCS-RCD Local Work Group slides for public mtg in Sept
  - Personnel
    - Met with HR consultant to review Employee Handbook and make additional edits. Schedule HR meeting for follow up. Sent Handbook out to Staff for review.
    - Set up Annual Personnel Evaluations
    - Check ins with staff
  - Contracts - Reviewed/Authorized/Signed. New contracts above \$50k must go before the Board.
    - \$67,000 change between budget line items in the Point Blue STRAW contract moving funds between implementation to monitoring
    - \$19,000 Evans DeShazo Archeological review of Conserving Our Watersheds Projects
  - Finance
    - Arranged Board Ethics training, documented Ethics Training completions and posted on RCD website. All done!
    - Drafted Indirect Cost Rate narrative
    - Drafted PRNS Invoice
    - Completed revised proposal for 2M USDA grant
  - Newsletter/Website - Updated website: Board/Staff page, ethics completion. Met with Jerry/Elise to discuss newsletter content.
  - Meetings/Conferences: North Coast RCD, RCD Staff Finance
- **New Grants:** (See [grant status spreadsheet](#) for a full list of out-standing grants)
  - **A "Funding Opportunities for Working Lands" spreadsheet:** informs local producers about cost-share and grant programs they can apply to for conservation projects. For most programs on the list, you do not need to have a Carbon Farm Plan to apply or qualify. Spreadsheet will be updated semi-annually. [Find at this link](#) or on the Carbon Farming page at [marinrcd.org](http://marinrcd.org).

- **District Operations & Financials:** (FC: David Sherwood, Terry Sawyer, Marcus Meggett, Nancy Scolari)
  - Received \$346,000 of Measure A funds in August
  - Solicited proposals for a new auditor and reviewed 2 proposals
  - The Indirect Cost Rate proposal for our final 2024/provisional 2026 NICRA is almost complete (an audit is needed)
  - Elise has been researching three different platforms that can provide HR, payroll and timekeeping for Marin RCD in one service. We can eliminate three different platforms with one of these new platforms and get additional services like HR and hiring tracking. We also need a new platform to reduce small, tedious tasks that can be easily automated if these systems are integrated. This has been a priority as updating our platforms will drastically free up Nancy's precious time by reducing the number of tedious tasks that would be eliminated by a new platform. We plan to select a system this month, begin the HR set up process in Oct-Nov and then set up the timekeeping system in Nov-Dec, so we can start using it in Jan 2026.
  - Elise gathered staff feedback regarding Marin RCD internal operations to determine how she should prioritize her time based on their needs and suggestions.
  - Elise has been providing support to Nancy, as needed, in weekly meetings.
- **Staff Development**
  - A complete list of staff training and take-aways can be [found at this link](#).
  - A new MRCD Employee Handbook has been edited and is up for approval.
- **Diversity Equity, Inclusion and Justice**
  - The Carbon Farming team hired David Escobar as a JEDI consultant, funded by the SCC grant. David has shared his final recommendations on the implementation steps, and the RCD staff and JEDI committee will review them together this fall.
  - MRCD Carbon Farm Team and Michelle Katuna developed a scope of work with FIGR that outlines a workflow between the two parties and other partners such as STRAW. The draft was approved at the August 2023 board meeting. The final draft is currently going through the FIGR legal team channels for approval. The team is scheduling another site visit with FIGR for October.
  - Through the North Coast Soil Hub, RCDs are collaborating on Spanish language education and outreach on soil health and climate-friendly ag and creating a regional outreach plan for small and underserved producers. *This is on hold due to some of our federal funding losses, need to touch base with other RCDs.*
  - Carbon Farming Staff visited Sembrando Vida, a brand new 1-acre Latinx crop farm incubator program located on Blue Marble Acres, to provide technical support. The goal of the program is to provide low-cost, culturally appropriate fresh food to the farmworker community in West Marin.

- **Media/ Messaging/Outreach**

- Newsletter - the second physical newsletter (link to it is [posted on our website](#)) was mailed to all boxes including Muir Beach and north Marin ranches with Petaluma addresses. The cadence of the newsletter will switch to quarterly from bimonthly. We have received positive feedback from the newsletter. Each printed newsletter costs \$3k, so reducing the number of newsletters a year will help cut costs and give us more time to create content.
- Marin RCD has a grant to focus on Marin RCD's messaging and outreach, so staff can spend dedicated time and focus on this effort.
- Elise started drafting the bones of a Communication Plan for the Marin RCD. Staff (directors, program managers and technical staff) will co-create this plan in Aug 2025. The plan will provide us with our core messaging along with where, when and how we share that info (website, newsletter, etc.). The goal is to compile information and start drafting the Communications Plan during the Strategic Planning process, so both processes can inform each other. The goal is to share draft info with the Board in Sept 2025.
- Elise has begun leading staff through a process of identifying impact metrics and locating where that information exists, so we can communicate our impacts. Then we will meet to create new and engaging ways to communicate our work, like telling stories and sharing case studies for those audiences.

### See below for Marin RCD Studies, Programs & Project updates:

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#### *Walker Creek Study (Sarah Phillips, PM)*

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- **Lower Walker Creek Estuary Study (100% complete):** Closed on March 31, 2024. This grant from CA Dept of Fish & Wildlife (CDFW) was to study the Walker Creek estuary and evaluate opportunities for fisheries enhancement.
  - No report

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#### *Biomass Project (Chad White, PM)*

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The Marin Biomass Project was developed in response to increasing biomass flow generated by wildfire prevention activities and by landfill diversion efforts in the County overseen, respectively, by the Marin Wildfire Prevention Authority (MWPA) and by Zero Waste Marin (ZWM). It was also developed in response to the Marin Resource Conservation District (MRCD)'s work to advance carbon farming and advance climate-smart practices as a member of the Marin Carbon Project. MWPA's work generates biomass flows. ZWM's work

guides diversion of biomass flows from landfill and Marin’s compost procurement responsibilities. MRCD’s staff work with agricultural producers in west Marin whose operations are potential sites of compost application to land. The project looks for synergy across the work of these organizations and the capacity to create a shared platform for sustainable utilization, rather than waste, of a range of biomass types: woody biomass from forests and woodlands, source-separated organics, and mixed construction and demolition materials, food scraps, yard trimmings, and agricultural biomass. The goal is to ensure that biomass utilization pathways support wildfire prevention and landfill diversion, while also reducing greenhouse gas (GHG) emissions.

The Project is designed to foster cooperation among stakeholders in biomass utilization, particularly the public authorities who oversee and the private organizations that manage biomass management infrastructure and processes. A forum called the “Marin Biomass Collaborative” was created to support rapid implementation of recommendations developed through the Study. The Marin Biomass Project is also in a cohort of five pilot projects selected in 2021 by the Governor’s Office of Planning and Research (OPR). It has been awarded \$900,000 in grant funding to identify solutions that overcome barriers to biomass feedstock utilization. Technical analysis and project management funded under this grant have been awarded through RFPs for consulting contracts.

**Activity in the last month:**

- **Study Production. Biomass Project:** The Marin Biomass Project is nearing completion of its integrated Study and expects to release it this fall. The team is now planning and working toward implementation of the study’s recommendations.
- **Contract Status.** The Marin Biomass Project is now operating under LCI Agreement No. SPPD23176. This second contract focuses on dissemination of Study findings and implementation of Study recommendations.

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*Conserving Our Watersheds Program*  
*Gerhard Epke PM*

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- **COW (MILC) Phase VIII funded by 319(h) Water Board (~15 % complete)**
  - Water Board agreement executed and initiated in January 2025, ends fall 2027.
  - MRCD’s scope includes Management Practices at dairies that support the attainment of the Stemple Creek-Estero de San Antonio watershed Sediment & Nutrients TMDL and towards enhancing the high water quality of Drakes Bay Watershed.

- In December project solicitation postcards were sent to all the known dairies in the Stemple Creek watershed. Responses turned into six applications. In March the grant's Technical Advisory Group was assembled and began by reviewing project selection and ranking criteria developed in previous COW cycles, conducting site visits to all applicants, and ranking applications.
- All six Stemple Creek were approved and have moved into the design phase.
- In Point Reyes National Seashore, RCD and the Park are working together to design simple and cost-effective treatments to decommission the manure ponds at the three departing dairies within Drakes Bay watershed.
- On September 4 RCD staff met with representatives from the natural resources agencies to discuss permitting requirements for projects that touch creeks and wetlands.

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*Marin Permit Coordination Program*  
*Gerhard Epke PM*

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The Marin Permit Coordination Program (PCP) refers primarily to an Initial Study- Mitigated Negative Declaration used by Marin RCD to conduct CEQA approval of projects. The PCP prescribes environmental protections for a suite of NRCS conservation practices, thereby streamlining the design and approval process for landowners and ranchers pursuing restoration projects. The term of this ten-year program ends in 2027 and staff are currently exploring possibilities for updating and extending its term. Other aspects of this program include being contracted as a CEQA lead agency for other restoration projects and assisting landowners with permits for public trust agencies.

- The 2025 PCP project list is expected to include COW MILC practices but has not yet been compiled.
- **Audubon Canyon Ranch (ACR) CA Vegetation Treatment Program Plan**
  - MRCD was contracted by ACR to act as CEQA lead on a vegetation management plan tiered off of the CalFire Vegetation Treatment Plan Environmental Impact Report (EIR). MRCD scope of work is limited to CEQA document drafting, review and submission.
  - ACR has drafted their Project Specific Analysis and MRCD staff are reviewing it before it comes to the board..
  - A recent emergency proclamation from the governor suspending CEQA and



Coastal Act and litigation against the State Board of Forestry may impact RCD's scope.

- **Green Gulch Streamflow Enhancement Project**

- MRCD was contracted by Green Gulch to act as CEQA Lead on a streamflow enhancement project funded by the Wildlife Conservation Board and managed by Green Gulch and Prunuske Chatham Inc (PCI). The project restores instream flows in a coho stream by constructing additional storage and reallocating riparian to appropriative water rights. It involves a Section 1707 Water Rights change, pond installation, pond enhancement and pond decommissioning/restoration. All permitting will be conducted by PCI.
- The July board meeting included a presentation by PCI staff on the current project design and use of the Water Board's Statewide Restoration General Order to comply with CEQA.
- They are expected to return as an action item by this board in the form of a CEQA determination next month.

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*Carbon Farming Program (Sarah Skinker, Lee Farese, Preston Duncan, Fiona O'Neill)*

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- **Restore CA by Zero Foodprint (ZFP):** ZFP's Restore CA program will generate funds from restaurants charging diners with a 1% donation to support regenerative agriculture. Local producers can apply for the grant on their own, but can designate a local RCD as their technical assistance provider. Past applications have been ranked by the "total carbon removal per dollar" which is calculated as the requested grant amount divided by the total metric tons of modeled CO<sub>2</sub>e (calculated using COMET Planner). Zero Foodprint runs a Compost Connector program. [More information can be found here.](#)
- **Marin Carbon Project (ongoing):** The MCP, managed by Orlena Yee (MCP Coordinator) now has a new Strategic Plan and Charter to guide overall coordination of carbon farming activities in the county and beyond.
  - MCP has created a Compost Working Group to ID barriers to composting. She is also identifying funding sources to support compost systems.
  - Working on a proposal to work with county partners to collect, calculate and submit GHG metrics to the county to meet goals of Climate Action Plan.
- **State Coastal Conservancy – SCC (85% complete):** This grant funds the Carbon Farming (CF) technical support team for the RCD while building county-wide capacity to

accelerate adoption of the Marin County CF Program. The RCD and eight partners will expand Marin County's existing CF Program by: implementing 15-20 shovel-ready CF practices on 6–8 ranches, designing 15–20 more CF practices (planning for future implementation), and writing 6 new CF plans (CFPs) on newly participating farms (planning).

- Carbon Farm Planning and Design update(s)
  - 7 Carbon Farm Plans have been completed. Final drafts have been submitted to and approved by CDFA. The Carbon Farm team is following up with producers to review plans and prioritize projects for implementation.
  - 4 projects were selected to meet the design deliverable for this grant. STRAW is almost finished with these designs.
- Tribal collaboration Buffy McQuillen and Matthew Johnson attended October 2023's board meeting for an open discussion about the collaboration. The CF Team met with STRAW and FIGR representatives in late June 2024 to discuss upcoming opportunities for collaboration. On May 9th, 2025 MRCD and STRAW staff reconnected with land owners and managers, and Tribal staff and citizens to re-visit implemented collaborative riparian restoration design projects at Toluma and Straus, and to receive input on new designs. The team is planning another site visit with new MRCD and Tribal members for October 2025.
- 4 of 6 WCB design recipients were implemented in 2023/24: TrueGrass, Straus, Toluma, Cohen. Planting has begun. Mahrt is not moving forward with implementation due to the current avian flu conditions. Torliatt has chosen not to move forward with implementation in this grant, but rather implemented herself last winter. Maintenance and monitoring continues at the implemented sites.
- **WCB 2022 (50% complete):** MRCD staff will collaborate with PB STRAW to implement and maintain 3-5 hedgerow/windbreak projects, work with Walker Creek Ranch to construct an ADA accessible pollinator and planting garden, and complete 1 Carbon Farm plan.
  - Carbon farm plan complete
  - Hedgerow/windbreak implementation complete. STRAW continues to maintain and monitor these projects.
  - Sarah continues to meet with Walker Creek Nursery team, including WCR naturalists and contract designers.
    - WCR is going to reapply for the FARE grant this summer for a naturalist that would staff the new space.

- Sarah met with WCR nursery designer onsite in March 2025 to review designs. They are being reworked to meet the updated staffing challenges at WCR.
  - Educational resources will be developed in coordination with Emilie and regional RCDs (North Coast Soil Hub)
- **USDA Climate Smart Commodities – SMACCC (15% complete):** *We are currently not billing this grant due to the federal funding freeze. Work has paused until we receive more clarity from USDA on how to move forward.*
- **No-Till Drill**
  - Rentals of the No-Till Drill will resume in the fall of 2025. We are grateful that it is housed at Mike Moretti's place.
  - In an attempt to get more users, we reduced the cost in 2024 from \$250/day to \$200/day, a rate consistent with other local RCDs.
  - The drill was under-utilized in the fall of 2024. We are adjusting our outreach strategy in 2025 to contact more producers.
- **Technical Capacity Building and Training**
  - Fiona is participating in the Chico State Center for Regenerative Ag and Resilient Systems Technical Assistance Provider certification program through the end of August 2025. 🎓

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*North Coast Soil Hub & Carbon Farming Network (Emilie Winfield)*

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- **National Association of Conservation Districts (5th year is 41% complete) and NRCS Cooperative Agreement (42% complete) - North Coast Regional Soil Hub**  
 The Soil Hub created a revised Strategic Plan for 2025-2029. Shasta Valley RCD has joined the North Coast Soil Hub. One additional RCD, Lava Beds Butte Valley, has expressed interest in joining the Soil Hub. Emilie is drafting a general proposal for continued hub development, a revision of an earlier 2020 proposal for the North Coast Hub.
- Outreach/communications/events:
- Coordinating outreach and education deliverables for the region through WCB Implementation Grant, NRCS Grazing Lands Conservation Initiative grant, and UC SAREP CA Farm Demonstration Network grant.

- Working on education and outreach for the Soil Hub. Currently developing a series of case studies for carbon farming practices. The goal is to have a series of stories showcasing regional implementation activities for the purpose of informing other farmers and ranchers and being a source of inspiration and empowerment. Hedgerow case study is underway with a Mendocino grower.
- Writing an article on NRCS CSP program for North Coast farmers and ranchers.
- Collaborating with statewide partners to produce a video on the CA Farm Demonstration Network and the importance of technical assistance in supporting farmers.
- Working with Fiona on a new Soil Hub website template for sharing information about regional field trials and demonstration sites.

#### Technical Assistance

- There are funds in the new NACD contract for activities associated with the NRCS EQIP program - EW and members of the carbon farming team will be utilizing the hours.
  - EW is working with the Petaluma NRCS office to assist with soil health testing and hedgerow projects for EQIP. EW is working on a nutrient management practice with a grower in Sonoma.

#### Partnerships and working groups:

- Facilitating a North Coast carbon farm planning peer learning group with regional RCDs to build technical capacity for CF planning and soil health management planning. Held one meeting in July.
- Facilitating an RCD Ag Program Leadership Peer Group for program managers to share resources related to program design and orientation, needs assessment, program evaluation, resource and team management, SOPs, etc.
- Participating in statewide ag and climate hubs cohort group with other regional coordinators and CARCD. Attending biweekly meetings.
- Participating in statewide policy workgroup for RCD Ag & Climate program advancement.
- Attended CA Farm Demonstration Network Meetings and meetings about web-based soil health report tools with UC Davis and statewide partners.
- Serving on the Bay Area Regional Climate Action Plan: NWL Technical Stakeholder Group; working to develop Natural and Working Lands climate action measures and coordinating input from RCDs.
- Serving on the Conservation Innovation and Practice Adoption working group for the statewide C2P2 (CA Conservation Planning Partnership).

- Hosted a meeting for the North Coast Hub and Carbon Cycle Institute to connect on state climate opportunities for ag.
- Attended convening in Sacramento at CA Natural Resources Agency focused on the state's needs relative to Measurement, Monitoring, Reporting, and Verification (MMRV) for agricultural climate-resilience projects.
- Attended CDFA's Science Advisory Panel Meeting in August.

#### Technical capacity building and training:

- Partnered with NRCS Petaluma to host a training for RCD planners on the Conservation Stewardship Program (CSP) in August. The aim of the training was to increase comfort and familiarity with the CSP program and to better align RCD carbon farm planning processes to allow producers to access implementation funds through NRCS.

#### Hub Governance:

- Attending monthly North Coast Durable Collaboration meetings.
- Held Hub governance meeting in August.

#### Regional Opportunities Assessment:

- Starting to analyze implementation data from public sources to determine rates of adoption and outstanding opportunities.

#### Funding opportunities:

1. North Coast RCDs are exploring ag-focused regional grant proposals in 2025 to access Prop 4 Climate Bond dollars and other funds. Emilie is coordinating North Coast proposals to SCC, WCB, CDFA, and NFWF. In June EW hosted 7 regional meetings for grant proposal planning and development.
  - a. NFWF Conservation Partners program will support increased TA on grazing lands in the region; proposal submitted in July.
  - b. In conversation about a regional proposal to SCC; differing timelines may result in RCDs submitting separate proposals to the agency.
  - c. Working on a regional proposal to WCB for hedgerow implementation.
  - d. Planning to submit a regional proposal to the CDFA Healthy Soils Block Grant Program; the solicitation is expected to be available in late 2025 or early 2026 based on communication with CDFA.
2. Emilie is working with the statewide Regional Hub Coordinators to develop a proposal to secure funding for regional coordination. The plan is to approach private foundations.

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### *Urban Streams Program (Gerhard Epke temp PM for Sarah Phillips)*

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- A steady stream of inquiries continue to trickle their way across Sarah's desk to other RCD staff. In the last month, several entities have requested help with fish counting, fish relocation for in-stream construction, and fish passage barrier information.
  - Mill Valley Streamkeepers are applying for funding to remove a migration barrier in Old Mill Park after several salmon went viral trying to swim up a 35-foot concrete spillway last year.
  - In Kentfield, the County of Marin has begun a long-awaited project to restore sections of the concrete channel by removing vertical walls, laying back the bank, improving resting pools for migratory fish as well as some grading and infrastructure for flood mitigation.
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### *Stemple Creek Project (Preston Duncan)*

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**Department of Conservation Riparian Restoration at Lazy R Ranch (100% complete):** Marin RCD, in collaboration with Point Blue Conservation Science's Students and Teachers Restoring a Watershed (STRAW) program, received funding from the Department of Conservation to restore approximately 4,260 linear feet of degraded riparian area along Stemple Creek at the Lazy R Ranch (Righetti). STRAW is a key subcontractor and will be responsible for implementation, plant establishment, and monitoring.

- Third year of monitoring and maintenance has begun.
  - Grant is closed but is funded for a 3rd year of monitoring by Measure A
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### *Pine Gulch Project (Gerhard Epke, Sarah Phillips)*

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RCD staff continue to work with MALT to secure funding for the repair of a leaky irrigation pond. The RCD and farmers along Bolinas's Pine Gulch creek undertook an early water rights forbearance project, like Green Gulch, whereby instream flows are protected by developing offstream storage filled in winter. Peter Martinelli of Fresh Run Farms is still trying to seal the leak under his main storage pond. The current design is for a plastic liner buried across the bottom of the pond.

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### *Fire and Forestry (Preston Duncan, Lee Farese, Gerhard Epke)*

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- **State Coastal Conservancy – SCC Fire and Forest Resiliency:** This Block grant, hosted by Humboldt RCD, funds capacity building for MRCD staff, outreach and education, and implementation in partnership with Audubon Canyon Ranch's (ACR) Fire Forward Program.
  - Contract and MOU has been signed between participating RCDs.
  - Capacity Building:
    - Lee, Preston, and Sarah P. have up-to-date Firefighter Type II certifications, allowing them to participate in burns across the region.
    - Staff attended "Learn and Burn" days at Pepperwood Preserve this spring to increase knowledge. Lee and Preston participated in two Sonoma County grassland burns coordinated by the Good Fire Alliance in June
  - Staff has been meeting with ACR to develop a work plan and a path forward to getting more fire implemented in the region. The Carbon Farming team will work to integrate this topic into plans, and have been seeing interest from producers for weed management, shrub encroachment, forest resilience. They will be trying to schedule some site visits with ACR in the coming months to discuss feasibility.
  - Insurance needs have been investigated by Marcus, and are deemed sufficient to continue work. Preston is working on getting the Contract executed and a work plan accepted by SCC.

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### *Monitoring and Project Tracking (Preston Duncan)*

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- **PRNS Monitoring:**
  - Final RDM window within this contract has begun the first week of September and will go through the first part of October. Lee, Fiona, and Preston are involved in this effort.
- **Project Tracker:**
  - Fiona has been updating Project Tracker entries 🗓️
- **Wildlife Monitoring:**
  - Preston has continued to attend Marin Monarch Working Group meetings when possible
- **GIS:**
  - Preston is working with regional RCDs in a GIS working group to hopefully get more coordination and consistency across district lines.

- Preston has been updating GIS data across programs
- Preston is devising GIS data re-structure to better fit into planning templates in development.
- CFP team is meeting as-needed for GIS workshopping.
- Preston has been meeting with MALT to identify areas where we can get standardized and consistent data structures to more easily share data across organizations.
- Preston is building out more system updates to increase our efficiencies on the user end- Fiona is assisting with standardizing our data and narrowing down our data fields to be more useful
- **Carbon Quantification/reporting:**
  - Preston networking and getting assessment of regional interest to develop standardized protocols for County Climate Action Plan reporting.
  - Preston and Nancy have been involved in recent conversations to gain ground on County reporting efficiencies and Preston is devising funding avenues alongside Sarah to begin a monitoring program of CFP farms.

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*Staff serving on committees or attending regular meetings*

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Nancy Scolari

- Marin Carbon Project Steering Committee, Implementation Working Group
- MRCD Finance Committee
- North Coast RCD Durable Collaboration
- Sonoma-Marin Climate Smart Commodities / Advancing Markets for Producers
- North Coast RCD Soil Hub Executive Committee

Marcus Meggett

- MRCD Finance Committee (Facilitator)

Sarah Phillips

- Tomales Bay Technical Advisory Group
- Marin Prescribed Fire Collaborative
- Lagunitas Technical Advisory Committee (Chair)
  - Large Woody Debris Subcommittee
  - Membership Subcommittee (Chair)
  - Aquatic Toxicology Subcommittee
  - Marin Water's TUCP (Temporary Urgency Change Petition) Subcommittee
  - Marin Water Stewardship Plan Subcommittee
  - Prop 68 Lagunitas Watershed Enhancement Study Subcommittee
- Sonoma-Marin Weed Management Area Meetings
  - WMA Steering Committee



- Marin County Project Coordination Program (permitting)
- Gallinas Watershed Council (Advisor)
- Technical Advisory Group San Geronimo Commons Restoration (former golf course)
- MKAT (Marin Knotweed Action Team)

Sarah Skinker

- A-Team
- North Coast Soil Hub
- Marin Carbon Project (MCP) Implementation Working Group
- SMACCC Implementation and TAC Working Groups
- California Farm Demonstration Network

Gerhard Epke

- Regional Water Quality Control Board Grazing Waiver Technical Advisory Committee
- Tomales Bay Foundation Advisory Committee
- Sonoma Farm Bureau Animal Resource Committee
- Marin Prescribed Fire Collaborative
- Lagunitas Technical Advisory Committee (Alternate MRCD Rep to SP)
- Marin County Project Coordination Meeting
- A-Team

Preston Duncan

- A-Team
- Lagunitas Technical Advisory Committee (Alternate MRCD Rep for Sarah P)
- North Coast Soil Hub
- Marin Monarch Working Group
- Marin Prescribed Fire Collaborative
- Carbon Farm Planning Portal Advisory Group
- Good Fire Alliance (North Bay's Prescribed Burning Association) Steering Committee

Emilie Winfield

- North Coast Soil Hub (Coordinator)
- CARCD Ag Technical Assistance Task Force
- California Farm Demonstration Network
- RCD Statewide Ag & Climate Hubs Coordinators Cohort
- RCD Ag & Climate Hubs Partnership Policy Workgroup
- Bay Area Regional Climate Action Plan: NWL Technical Stakeholder Group
- C2P2 Conservation Innovation and Practice Adoption Working Group

Chad White (special consultant)

- Marin Biomass Steering Committee/Collaborative (Project Manager)

Orlena Yee (special consultant)

- Marin Carbon Project (Coordinator)

Lee Farese

- Sonoma-Marín Weed Management Area Meetings
- A-Team
- North Coast Soil Hub
- Marin Carbon Project (MCP) Implementation Working Group
- Marin Prescribed Fire Collaborative

Fiona O'Neill

- A-Team
- North Coast Soil Hub
- California Farm Demonstration Working Group