

# STRAWBERRY RECREATION DISTRICT

118 East Strawberry Drive / Mill Valley / California 94941-2594

Tel # (415) 383-6494/ Fax # (415) 383-6635

## SRD Board Meeting Notice and Agenda

Tuesday, January 14, 2019

Strawberry Recreation District –1<sup>st</sup> Floor Meeting Room, 118 E. Strawberry Dr.

6:00 p.m. Closed Session

6:30 p.m. Open Session

1. Call to Order and Roll Call
2. Board Comments
3. Open Time for Public Expression - Non-Agenda Items (limit: three mins per person).  
While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.
4. **CLOSED SESSION AGENDA**
  - A. **CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYMENT**
    - i. Public Employment pursuant to California Government Code section 54957 (b)(1). Employee: General Manager
  - B. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**
    - i. Pending Litigation pursuant to California Government Code section 54956.9(d)(1). Name of Case: *Leanne Kreuzer v. Strawberry Recreation District*, Marin County Superior Court CIV-1902568
5. **OPEN SESSION AGENDA – Members of the public may comment on any agenzized matter**
  - A. Announcement from Closed Session
  - B. Approval of the Minutes of December 10, 2019
  - C. Appoint/Elect Board Secretary
  - D. General Manager's Report
    - a. Fiscal Reports: Approval & Confirmation of Expenditures, Disbursements, Payroll, and Warrants; Review Weekly Deposit Reports; Transfer of Funds
  - E. New Business Items
    - a. **Discussion/Action:** HR Subcommittee to recommend amended Employee Handbook to take effect January 2020.
      - i. **Recommended action:** Approve
    - b. **Discussion/Action:** Adoption of Resolution to approve employee only passes.
      - i. **Recommended action:** Approve
    - c. **Discussion/Action:** HR Subcommittee to recommend adoption of Cell Phone Reimbursement Policy
      - i. **Recommended action:** Approve
    - d. **Discussion/Action:** Adoption of new office hours closing the office between 12:00pm – 12:30 pm
      - i. **Recommended action:** Approve
    - e. **Discussion/Action:** Approve Independent Contractor Consulting Agreement with Katherine Rittenburg
      - i. **Recommended action:** Approve
    - f. **Discussion/Action:** California Security Cameras – Board Contract Approval – Request to revisit December 10, 2019 decision due to staff concerns about contractor not offering a monitoring option. Staff believes it is in the best interest of the District and safety of all employees to have a monitoring service. Staff believes the selection of Bay Alarm to be a better choice because price is roughly the same and this vendor offers a monitoring service.
      - i. **Recommended action:** Approve
    - g. **Discussion/Action:** Adoption of Resolution setting forth the procedures for purchasing of supplies and services.
      - i. **Recommended action:** Approve
6. Next Open Session Board Meeting is February 11, 2020, at 6:30 p.m.
7. Adjournment.



American Sign Language interpreters may be requested by calling (415)-927-5071(TDD) or (415)-383-6494(voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request.

**Strawberry Recreation District  
Board Meeting Minutes**

*December 10, 2019*

Attendees:

A. Strawberry Recreation District Board Members:

*Chair Pam Bohner, Cale Nichols, Jeff Frances, Peter Teese, Marc Lieberman*

B. SRD Staff:

*Interim General Manager Nancy Shapiro*

C. Members of the Public:

*Emily Lavin (Ark)*

Meeting called to order: 6:41 pm

Closed session

Direction to legal counsel, nothing to report

Public Comment

No Open Expression/Comments

Oath of office for Marc Lieberman as Strawberry Recreation District Board Member.

Motion to approve October Minutes with edit to spelling of Jeff Francis spelling of Frances to Francis

(Francis/Bohner): all in favor

Motion to approve September 10 Minutes (Francis/Teese): all in favor

Motion to approve November 13 Minutes with spelling edit to Jeff Francis last name

(Francis/Teese): all in favor

Motion to approve November 19 Minutes with spelling edit to Jeff Francis last name

(Francis/Bohner): all in favor

Motion to approve November 22 Minutes –edit first line typo from 11/29 to 11/19

(Francis/Teese): all in favor

GM Report

Fiscal Reports Approval

Motion to approve Warrants (Francis/Teese): all in favor

Motion to approve Payroll and Deposits and transfer of funds (Francis/Teese): all in favor

Online Target Solutions reminder 12/31 due date for completion

Summary of financials

Discussion to take out non operating costs section with zone IV and keep it separate.

Discussion of when prop taxes come to SRD to be included and how we want it to show in reports.

Pool Report

Discussion of inspector report and GM will report back on specifics and what we are doing about it, specifically with the splash pad. Jeff recommended we hire a pool consultant to help us advocate for best practices.

Zone IV meeting with lafco and county—Jeff requested information to potentially attend. 10.30 meeting in San Rafael 1/16/20

New Business

Motion to approve Authorization of B of D for SRD Approving the addition of Marc Lieberman to WestAmerica Bank account (Bohner/Teese): all in favor

Motion to approve N Shapiro and J Woodall as admin to WA bank payroll account (Francis/Teese): all in favor

Moving amended Employee Handbook discussion to January

Motion to approve payscale to take effect January 1, 2020 (Francis/Bohner): all in favor

Discussion of bids for security system

Motion to approve installation of security system with California Security Cameras for \$10,000 (Bohner/Francis): all in favor

Motion to approve new pool pass at \$825 for non residents (Bohner/Lieberman): all in favor

Motion to approve pool pass rates to start on Feb 3 even if pool opens sooner than that (Bohner/Teese): all in favor

Motion to decline offer for donation of water parcel 243-271-05 (Francis/Bohner): all in favor

Discussion of board retreat for brown act training and 2020 goals on Wednesday 1/22/20, 9-1 p.m.

Next meeting January 14, 2020 at 6.30 p.m.

ADJOURNED 8:15 p.m.

TO:

RICHARD ARROW, AUDITORCONTROLLER

County of Marin

Civic Center

San Rafael, CA 94903

On the 147th day of January 2014, The Board of Directors of the Strawberry Recreation District ratified, confirmed and approved the following Warrants:

| Warrant in Favor of |  |          | Purpose                         |  | Amount   |
|---------------------|--|----------|---------------------------------|--|----------|
| 809310677           | Ellen Bari Goldman                     |          | Adult Contract Services         |  | 175.00   |
| 809310678           | Tricia Sheldon                         |          | Deposits Held on Rental         |  | 200.00   |
| 809310679           | ASCAP                                  |          | Admin Subs/Dues                 |  | 363.00   |
| 809310680           | AT&T Internet                          |          | Admin Telephone                 |  | 62.75    |
| 809310681           | At&t Telephone                         |          | Admin Telephone                 |  | 444.28   |
| 809310682           | Barlow Printing                        |          | Admin Brochure/Marketing        |  | 5,269.94 |
| 809310683           | Checkmate Chess for Kids               |          | Youth Contract Services/Contrac |  | 913.80   |
| 809310684           | Cintas Corporation                     | 332.34   | Supplies                        |  | 664.68   |
|                     |  | 332.34   | Pool Maint Supplies             |  |          |
| 809310685           | Claudia Mahan                          |          | Youth Contract Services/Contrac |  | 795.00   |
| 809310686           | Daina C Selph                          |          | Youth Contract Services/Contrac |  | 1,365.00 |
| 809310687           | Delta Dental of California             | 24.77    | Admin Dental                    |  | 247.70   |
|                     |  | 74.31    | Facilities Full Time Dental     |  |          |
|                     |  | 99.08    | Pool Full Time Dental           |  |          |
|                     |  | 49.54    | Youth Dental                    |  |          |
| 809310688           | Dorian Creager - Expense               |          | Admin Office Supplies           |  | 54.11    |
| 809310689           | Fast Forward                           |          | Youth Adv/Promo                 |  | 575.00   |
| 809310690           | Goodman's Building Supply              | 863.09   | Supplies                        |  | 2,017.55 |
|                     |  | 142.74   | Pool Repairs & Maintenance      |  |          |
|                     |  | 885.05   | Facilities Repairs & Maintenanc |  |          |
|                     |  | 67.59    | Tools                           |  |          |
|                     |  | 59.08    | Pool Chemicals                  |  |          |
| 809310691           | Hasler (Supplies)                      |          | Admin Postage/Frieght           |  | 248.05   |
| 809310692           | Home Depot                             | 43.58    | Admin Employee Relations        |  | 905.68   |
|                     |  | 369.24   | Pool Repairs & Maintenance      |  |          |
|                     |  | 492.86   | Facilities Repairs & Maintenanc |  |          |
| 809310693           | Jacqueline Woodall - Expense           |          | Adult Rec Supplies              |  | 443.49   |
| 809310694           | Kids Cooking for Life                  |          | Youth Contract Services/Contrac |  | 2,400.00 |
| 809310695           | Landesign Construction and Maint. Inc. |          | Zone V Contract Service         |  | 551.00   |
| 809310696           | Lincoln Aquatics                       |          | Pool Repairs & Maintenance      |  | 73.04    |
| 809310697           | Marin County Sheriff's Office          |          | Admin Fingerprinting            |  | 20.00    |
| 809310698           | Marin IT, Inc.                         |          | Admin Contract Services/Consult |  | 93.50    |
| 809310699           | Mill Valley Refuse Service, Inc.       | 205.26   | Facilities Repairs & Maintenanc |  | 410.52   |
|                     |  | 205.26   | Facilities Parks Repairs/Mainte |  |          |
| 809310700           | MMWD                                   | 160.97   | Facilities Parks Utilities      |  | 4,512.70 |
|                     |  | 157.31   | Facilities Parks Utilities      |  |          |
|                     |  | 838.88   | Facilities Utilities            |  |          |
|                     |  | 1,258.33 | Facilities Field Utilities      |  |          |
|                     |  | 2,097.21 | Pool Utilities                  |  |          |
| 809310701           | Nancy Shapiro                          |          | Admin Contract Services/Consult |  | 3,322.90 |
| 809310702           | Office Depot                           | 204.58   | Admin Office Supplies           |  | 236.96   |
|                     |  | 32.38    | Snack Shack Supplies            |  |          |
| 809310703           | PG&E                                   | 6,055.05 | Pool Utilities                  |  | 7,295.24 |
|                     |  | 1,240.19 | Facilities Utilities            |  |          |
| 809310704           | Planeteria Media LLC                   |          | Admin Web Site                  |  | 50.00    |
| 809310705           | Rebecca Ann Hutchins                   | 986.00   | Youth Contract Services/Contrac |  | 2,266.00 |
|                     |  | 1,020.00 | Youth Contract Services/Contrac |  |          |
|                     |  | 90.00    | Youth Contract Service/Daycamp  |  |          |
|                     |  | 170.00   | Youth Contract Services/Contrac |  |          |

|           |                             |        |                                  |  |  |           |
|-----------|-----------------------------|--------|----------------------------------|--|--|-----------|
| 809310706 | Safeway Inc.                |        | Admin Employee Relations         |  |  | 23.80     |
| 809310707 | Tropitone Furniture Co      |        | Replacement Reserves             |  |  | 3,839.62  |
| 809310708 | True North Landscapes, Inc. | 830.00 | Facilities Field Repairs & Maint |  |  | 1,710.00  |
|           |                             | 880.00 | Facilities Field Repairs & Maint |  |  |           |
| 809310709 | Norcal Co-Dependants        |        | Deposits Held on Rental          |  |  | 200.00    |
| 809310710 | Bank of Marin               |        | Pool Repairs & Maintenance       |  |  | 15,860.81 |
| Total     |                             |        |                                  |  |  | 57,611.12 |

Total 57611.12 General Manager

LIST OF PAYROLL CHECKS ISSUED - Page 1 of 1  
 STRAWBERRY RECREATION DISTRICT  
 TO: THE BOARD OF DIRECTORS  
 PAYROLL WARRANTS BACKUP

Payroll Date 1-3-20

\*\*\* PAYROLL CLEARING\*\*\*

On the 14th day of January 2020, The Board of Directors of the Strawberry Recreation District ratified, confirmed and approved the following Payroll Checks:

| Number | Warrant in favor of   | Purpose                    | Amount   |
|--------|-----------------------|----------------------------|----------|
|        | Barr, Judith A        | Paystub                    | 127.89   |
|        | Boyd, Brittney L      | Paystub                    | 2051.95  |
|        | Creager, Dorian A     | Paystub                    | 1268.23  |
|        | Duong, Daniel         | Paystub                    | 1493.34  |
|        | Griswold, Loren M     | Paystub                    | 2864.54  |
|        | Hood, Charles H       | Paystub                    | 41.11    |
|        | Rankin, Sarah M       | Paystub                    | 335.65   |
|        | Sousa, Nicholas M     | Paystub                    | 475.77   |
|        | Westerhold, Brendon D | Paystub                    | 1927.52  |
|        | Woodall, Jacqueline Q | Paystub                    | 2219.90  |
|        | CAL PERS              | payroll Checks             | 2,327.39 |
|        | Quickbooks            | Quickbooks Payroll fees    | 141.50   |
|        | Federal Taxes         | 1894.00 Payroll Taxes FWT  | 4655.64  |
|        |                       | 2238.20 Payroll Taxes FICA |          |
|        |                       | 523.44 Payroll Taxes MCARE |          |
|        | State taxes           | 677.32 Payroll taxes SWT   | 1309.07  |
|        |                       | 451.25 Payroll Taxres SUI  |          |
|        |                       | 180.50 Payroll Taxes SDI   |          |
|        |                       |                            | 21239.50 |

  
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 General Manager

LIST OF PAYROLL CHECKS ISSUED - Page 1 of 1  
 STRAWBERRY RECREATION DISTRICT  
 TO: THE BOARD OF DIRECTORS  
 PAYROLL WARRANTS BACKUP

Payroll Date 12-20-19

\*\*\* PAYROLL CLEARING\*\*\*

On the 14th day of January 2020, The Board of Directors of the Strawberry Recreation District ratified, confirmed and approved the following Payroll Checks:

| Number | Warrant in favor of   | Purpose                    | Amount   |
|--------|-----------------------|----------------------------|----------|
|        | Barr, Judith A        | Paystub                    | 127.89   |
|        | Boyd, Brittney L      | Paystub                    | 2044.82  |
|        | Duong, Daniel         | Paystub                    | 1487.23  |
|        | Francis., Jeff        | Paystub                    | 91.35    |
|        | Griswold, Loren M     | Paystub                    | 2857.21  |
|        | Hood, Charles H       | Paystub                    | 85.65    |
|        | Maloney, Karen L      | Paystub                    | 88.83    |
|        | Nichols, Cale B       | Paystub                    | 433.91   |
|        | Rankin, Sarah M       | Paystub                    | 743.66   |
|        | Sousa, Nicholas M     | Paystub                    | 1300.18  |
|        | Westerhold, Brendon D | Paystub                    | 1922.37  |
|        | Woodall, Jacqueline Q | Paystub                    | 2212.78  |
|        | Creager, Dorian A     | Paystub                    | 1265.23  |
| 9000   | Bohner, Pamela G      | Payroll Checks             | 431.92   |
| 9001   | Teese, Peter          | Payroll Checks             | 91.35    |
|        | CAL PERS              | payroll Checks             | 2,341.81 |
|        | Quickbooks            | Quickbooks Payroll fees    | 45.25    |
|        | Federal Taxes         | 2096.00 Payroll Taxes FWT  | 5303.30  |
|        |                       | 2599.38 Payroll Taxes FICA |          |
|        |                       | 607.92 Payroll Taxes MCARE |          |
|        | State taxes           | 750.57 Payroll taxes SWT   | 997.42   |
|        |                       | 37.22 Payroll Taxes SUI    |          |
|        |                       | 209.63 Payroll Taxes SDI   |          |
|        |                       |                            | 23872.16 |

  
 General Manager

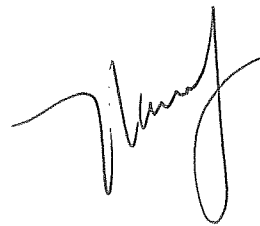


Strawberry Recreation District  
 Internal Revenue Summary Sheet  
 Week Ending:

118 East Strawberry Drive  
 Mill Valley, California 93931

12/18/2019

|                            |          |                                 |          |
|----------------------------|----------|---------------------------------|----------|
| Youth Contract Classes     | 154.00   | Total Cash                      | 1113.00  |
| Youth Daycamp              | 0.00     | Total Checks                    | 42070.63 |
| Pickleball                 | 178.00   | <u>Subtotal</u>                 | 43183.63 |
| Special Events Income      | 0.00     | Total Credit Card               | 0.00     |
| Adult Contract Classes     | 260.00   | <u>Total</u>                    | 43183.63 |
| Aquatics Pool Pass S/S     | 1571.00  |                                 |          |
| Aquatics Pool Pass F/W     | 0.00     |                                 |          |
| Aquatics Guest Fees        | 259.00   | <u>Receipts By Source - All</u> |          |
| Aquatics Pool Classes      | 476.00   | Adult Recreation                | 260.00   |
| Aquatics Swim Team Fees    | 17082.00 | "Special Events                 | 178.00   |
| Aquatics Miscellaneous     | 701.00   | Youth Recreation                | 154.00   |
| Other Misc.                | 39.16    | Aquatics                        | 20089.00 |
| Tennis Keys/Passes         | 125.00   | Tennis                          | 1538.66  |
| Tennis Guest               | 7.00     | Facilities                      | 7482.04  |
| Tennis Rental/Lessons      | 1367.50  | Deposits                        | 200.00   |
| Facilities Rental          | 7313.50  | Admin                           | 0.00     |
| Deposits Held on Rental    | 200.00   | Other                           | 13281.93 |
| Facilities Field Rental    | 0.00     | Credit Card Transfer            | 0.00     |
| Facilities Property Rental | 153.04   |                                 |          |
| Snack Shack                | 15.50    |                                 |          |
| Admin Miscellaneous        | 0.00     |                                 |          |
| Admin Advertising          | 0.00     |                                 | 43183.63 |
| Admin Donations            | 0.00     |                                 |          |
| Other Licenses & Permits   | 0.00     |                                 |          |
| Other Project Donations    | 0.00     |                                 |          |
| Activenet                  | 13281.93 |                                 |          |
| Other                      | 0.00     |                                 |          |
| Credit Transfer            | 0.00     | 0                               |          |
|                            | 43183.63 |                                 |          |







SRD 1-Year YTD Financials  
Jan 8 '19 - Jan 8' 20 vs. Jan 8 '19 - Jan 8 '18

|   | 2019/2020    |              |               | 2018/2019    |              |               |
|---|--------------|--------------|---------------|--------------|--------------|---------------|
| <b>OPERATING</b>  | Revenue      | Expenses     | Net Inc./Loss | Revenue      | Expenses     | Net Inc./loss |
| Youth Recreation  | \$ 387,109   | \$ 258,585   | \$ 128,524    | \$ 437,795   | \$ 211,599   | \$ 226,196    |
| Special Events  | \$ 2,183     | \$ 12,480    | \$ (10,297)   | \$ 6,522     | \$ 24,339    | \$ (17,817)   |
| Adult Rec. Classes  | \$ 19,084    | \$ 12,028    | \$ 7,056      | \$ 14,940    | \$ 8,487     | \$ 6,453      |
| Aquatics  | \$ 432,491   | \$ 572,163   | \$ (139,672)  | \$ 487,330   | \$ 515,519   | \$ (28,189)   |
| Tennis  | \$ 45,901    | \$ 1,697     | \$ 44,204     | \$ 41,284    | \$ 4,455     | \$ 36,829     |
| Facilities  | \$ 163,862   | \$ 322,482   | \$ (158,620)  | \$ 193,126   | \$ 358,275   | \$ (165,149)  |
| Employer Taxes  |              | \$ 1,598     | \$ (1,598)    |              |              |               |
| Administration  | \$ 3,043     | \$ 422,062   | \$ (419,019)  | \$ 40,754    | \$ 391,820   | \$ (351,066)  |
| <b>Total Operating</b>  | \$ 1,053,673 | \$ 1,603,095 | \$ (549,422)  | \$ 1,221,751 | \$ 1,514,494 | \$ (292,743)  |
|   |              |              |               |              |              | \$ -          |
| <b>NON-OPERATING</b>  |              |              |               |              |              | \$ -          |
| <b>Other Funds</b>  |              |              |               |              |              |               |
| Measure A   | \$ 93,745    |              | \$ 93,745     | \$ 130,863   | \$ 134,230   | \$ (3,367)    |
| Property Tax  | \$ 193,069   |              |               | \$ 405,749   |              |               |
| Interest Income   | \$ 17,727    |              |               | \$ 24,649    |              |               |
| License & Permits   | \$ 150,406   |              | \$ 150,406    | \$ 138,973   |              | \$ 138,973    |
| Other Grants  | \$ -         |              |               | \$ 10,000    |              |               |
| Education Revenue   | \$ 68,600    |              | \$ 68,600     | \$ 186,493   |              | \$ 186,493    |
| Replacement Reserves  |              | \$ 30,283    |               |              | \$ 10,196    |               |
| Construction Exp  |              | \$ 115,512   |               |              | \$ 228,455   |               |
| <b>Total Other Funds</b>  | \$ 523,547   | \$ 145,795   | \$ 377,752    | \$ 896,727   | \$ 372,881   | \$ 523,846    |
| <b>Zone IV</b>  |              |              |               |              |              |               |
| Zone IV Measure B Sp. Tax   | \$ 69,428    |              |               | \$ 138,871   |              |               |
| Zone IV -04   | \$ 114,258   | \$ 219,327   | \$ (105,069)  | \$ 215,015   | \$ 2,570     | \$ 212,445    |
| Zone IV 2014  | \$ 7,007     | \$ -         | \$ 7,007      | \$ 16        | \$ 223,154   | \$ (223,138)  |
| <b>Total Zone IV</b>  | \$ 190,693   | \$ 219,327   | \$ (28,634)   | \$ 353,902   | \$ 225,724   | \$ (10,693)   |
| <b>Zone V</b>   |              |              |               |              |              |               |
| Zone V  | \$ 7,164     | \$ 6,029     | \$ 1,135      | \$ 7,044     | \$ 6,440     |               |
|   |              |              | \$ -          |              |              | \$ -          |
| <b>Total Zone V</b>   | \$ 7,164     | \$ 6,029     | \$ 1,135      | \$ 7,044     | \$ 6,440     | \$ 604        |
|   |              |              |               |              |              |               |
| <b>Total Non-Operating</b>  | \$ 721,404   | \$ 371,151   | \$ 350,253    | \$ 1,257,673 | \$ 605,045   | \$ 513,757    |
|   |              |              | \$ -          |              |              | \$ -          |
| <b>Net Income</b>   | \$ 1,775,077 | \$ 1,974,246 | \$ (199,169)  | \$ 2,479,424 | \$ 2,119,539 | \$ 359,885    |
|   |              |              |               |              |              |               |
| Y/Y Net Operating Income down \$256,679   |              |              |               |              |              |               |
| 2019 Pool Pass revenue down \$53K due to possible Aug. closure and scheduling uncertainty                   |              |              |               |              |              |               |
| Camp Strawberry revenue down \$52K, likely due to cessation of advertising program                          |              |              |               |              |              |               |
| Facilities Rentals revenue down \$30K - lost two big meeting renters & Futsal                               |              |              |               |              |              |               |
| Insurance premium refund (from previous years) - \$37,5K  |              |              |               |              |              |               |
| Admin expenses up due to overlap in GM transition & payout of leave balances - \$42K                        |              |              |               |              |              |               |
| Salary expense up in 2019 due to pay increases, full year of additional Rec. Coordinator/Specialist - \$40K |              |              |               |              |              |               |
| Aquatics expense up in 2019 due to additional pool repairs and portion of replastering costs - \$75K        |              |              |               |              |              |               |

January 14, 2020

Manager's Report – Nancy Shapiro, Interim General Manager

Financials

See Attached

Facilities Update:

Notable Items:

- We have reached the finish line! The pool refurbishment has been completed and it looks great. We're rebalancing the water chemistry this week and should have it ready for use by January 21<sup>st</sup>. All other pool deck projects are projected to meet their completion dates and ready for the public opening on January 27<sup>th</sup>.
- Adams Pools still has some additional work to perform this week under change order A for \$9,800. It includes the installation of no diving pictogram tiles to bring the pool deck to code; as well as, the installation of five new pool wall lights. The new LED lights will reduce main pool lighting costs by approximately 70 -75%.
- The south entrance gym doors have degraded to a point that necessitates their replacement. We have ordered new doors (see budget) from Mission Wood Products of San Rafael. Like-for-like replacement of the existing wood double doors for \$5,580 per set. The replacement will allow for improved ease of use, compliance with fire code and an improved aesthetic. Replacement is tentatively scheduled for late March.
- Other exciting projects include:
  - Upgrades to changing stalls which will allow patrons to comfortably and conveniently change in privacy on the pool deck.
  - The installation of new upgraded AstroTurf will bring a more natural color and softer feel to the main entrance of the aquatics facility.
  - The entrance pots are being refreshed with pigmy palms and cascading perennials, to give it a lush resort feel.
  - The main building has been re-keyed and new electronic lockboxes installed – with individualized codes - to better track who is utilizing the facilities and when. No longer giving keys to periodic and one-time renters.
- Tracking & Expenditures: Utilization of Facility Dude has steadily increased due to the winter closure items and increased manpower to execute the work. There has been a 37.25% increase in work orders (102→ 140) from November to December. Hours Utilization Efficiency also improved by .028 hours per job assigned
- Large upcoming expenditures include:
  - Main pool re-plastering completed on January 10<sup>th</sup> - \$114,368
  - Misc. pool deck repairs and upgrades to changing area - \$15,860
  - Pump, valve and fan repairs in the pump room - \$8,500
  - New pool deck furniture fabric slings - transitioning from a light tan to a slate gray - \$3,840
  - TBD - replacement of the 6-bulb main and 3-bulb spa UV units – tentative start spring '20 - \$36,300
  - Tennis court re-surfacing with a tentative start spring '20 - \$14,450

## Recreation Update

- Recreation Software
  - Rec Desk has been an amazing addition to our registration system. There are a few enhancements we have requested be added to their system, but everything is working beautifully.
  - Jacqueline has been very vocal with the public about any feedback they can give us on the new system
  - Very FEW phone calls with patrons on needing help registering for the new system – very nice for staff
  - Rec Desk has a great support center that is a manual for Rec Desk so not a lot of training needed for staff.
  
- Youth Programs
  - Cooking Class is sold out
  - NEW Kung Fu program has 11 sign ups
  - Wednesday play club we have 22 pickups.
  - Moving play club pick up to 6:00 PM (from 5:00 PM), starting March 2. Hoping this will get more families to switch over to Strawberry from EDS at Strawberry Point School
  - Registration Numbers as of 1.14
    - Camp  
2019: 63  
2020: 99
    - Extended Care:  
2019: 47  
2020: 63
    - Revenue:  
2019: \$18,838.00  
2020: \$24,588.00
  
- Adult Programs
  - NEW Tai Chi class had 3 participants last week! We are hoping the more we market, the more students we will get.
  - Mah Jongg – have 4 sign ups
  - Knitting – Nancy and Jacqueline just scheduled this class with a wonderful woman named Elaine Johnson. She has a lot of experience
  - Bridge
  - Creating a lot of buzz with our adult patrons to come down and take some new classes.
  
- Activity Guide
  - 2020 Winter/Spring Activity Guide went out
  - So far, we've already placed activity guides at Strawberry Point School, and have been approved to place more at the following local libraries:
    - Mill Valley, Corte Madera, Sausalito and Tiburon

- Marketing
  - Started increasing our advertising campaign with ARK ads. Officially, on every other week schedule with the Ark with Connect with Strawberry Rec.
  - Working on new banners with a cohesive look and new branding
  - Has been successful as a lot of phone calls coming in regarding our ads and information in the ARK

### Aquatics

- With just weeks before the pool opening, Brittney held a staff In-Service meeting January 13, 2020 from 4-6 PM. It was a very successful meeting because 13 out of 16 aquatics staff members attended. Brittney reviewed pool rules, employee communication, etiquette, standards of behavior, additions to the pool and overviewed the exciting new changes with Rec Desk and check in process. Brittney also reviewed our EAP (Emergency Action Plan) and how to respond to land and water emergencies properly.
- There is a Lifeguard course scheduled for 02/01/20 for current staff whose certifications are about to lapse. A full Lifeguard course will be scheduled for some time in late March or April (date to be determined).
- Swim lessons are filling up! 8 Class times are now full, and all other classes have 2-3 participants. With 3 weeks left until we begin lessons, I am hopeful these numbers will continue to rise. The updated benchmarks have made it much easier for families enrolling their children to select the most appropriate class. The online system is also much easier for families to navigate and see classes day and level.
- Schedule is complete for the next month and will be worked in advance using deputy app. Employees were asked for their availability through June. All employees have this app on their phones to see upcoming shifts.
- Brittney will continue the Monday email communication for staff. Positive feedback and improved communication.

### Misc.

- Marin Lafco meeting on January 16 – will be discussing Zone IV possible transition to County oversight.
- Arcsine update
  - Have not heard back from the County re: getting permits in hand
  - Will send us a bill for December with final contract charges
- Computers of Marin:
  - Most work is completed
  - Establish scope of work going forward
- Branding
  - Modified logo to better match with branding
  - Added tag line...SWIM. PLAY. FUN.
  - Consistency with ads, banners and advertising to establish brand identity
  - Looking at new ways to advertise – email marketing, google, websites
  - Searching for websites that allow free posting

- Considering postcards instead of Activity Guide mailings – may switch as soon as March/April for next Activity Guide issue.
  - Had issues with EDDM Activity Guide mailing, did not go out to everyone in Tiburon/Belvedere – trying to identify source and process flaws
- Initial meeting with TPLL
  - Reviewing rate structure
  - Separate contracts for main season vs. Fall Ball
  - Working on shared advertising ideas
- HR
  - Beginning work on Job Descriptions for all positions
  - All future reviews will have current job descriptions and specific goals
  - New time clocks – should have up and running within the month
- Community Meeting @ SRD on Thursday, January 30
  - Sponsored by Strawberry Tomorrow
  - Will address latest Seminary development issues
  - No charge for event – community service
  - Nancy to give intro about new developments/programs @ SRD



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STRAWBERRY RECREATION DISTRICT  
Employee Handbook

Dear Colleague,

Welcome aboard! We are thrilled you have chosen to work at Strawberry Recreation District (the District). You are officially part of an inspiring team that works cohesively to provide exceptional recreational and educational activities, facilities and parks that enhance the quality of life in the Strawberry community and surrounding neighborhoods.

Strawberry is an unincorporated waterfront community in the Mill Valley district of Marin County, located 10 miles north of San Francisco. Approximately six thousand people live in Strawberry and its residents are a mix of professionals, students, families and retirees who enjoy the community's outdoor lifestyle with waterfront access, marine wildlife viewing, nature trails and a variety of parks offering a multitude of enjoyment. The District provides services and programs through a publicly elected Board of Directors (the Board) and a staff made up of full-time, part-time, seasonal and contracted employees. You are joining a team passionate about creating opportunities to accommodate the evolving needs and desires of our community in Strawberry and those who enjoy our center and its environs.

As a team, we are responsible for operating and maintaining the Strawberry Recreation District community center, aquatics, tennis, playing fields, athletic facilities and area parks. Our mission is to enrich the quality of life for our community by providing a variety of recreation and educational activities, parks and park features, and facilities that promote health and wellness, learning, and fun.

The Board is very proud of its staff and the teamwork mentality instilled throughout the organization. As an employee dedicated to the success of your position, you are our greatest asset and we appreciate all you do. Our expectation as a board is that – as a collaborative team—we hold the position of public trust and we give our very best as community ambassadors and recreation district leaders.

Our mission as an employer is to provide you with meaningful employment and we hope you find your position within the organization fulfilling.

With a warm welcome, thank you in advance for all you do.

Strawberry Recreation District, Board of Directors

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## **I. INTRODUCTION**

This handbook is designed to help employees understand the District's employment policies. It describes some of our philosophies and beliefs and the basic terms and conditions of employment with the District. Employees are expected to read this handbook carefully, and to know and understand its contents.

The District reserves the right to make changes to this handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice. Any change to this handbook or any employment policy, practice, work rule, or benefit is effective only if it is in writing and is signed or authorized by the SRD Board. Employees are responsible for knowing about and understanding those changes once they have been disseminated. Except as otherwise provided in this handbook, no one has the authority to make any promise or commitment contrary to what is in this handbook.

The District also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with the General Manager to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment. In addition, this handbook is not intended to cover all possible situations that may arise in your employment relationship with the District.

This handbook is the property of the District, and it is intended for the personal use and reference by employees of the District.

This handbook replaces all earlier handbooks and supersedes all prior and/or inconsistent policies, practices, and procedures.

Employees shall sign the acknowledgement form at the back of this handbook, tear it out, and return it to the General Manager.

### **A. STRAWBERRY RECREATION DISTRICT MISSION**

The Strawberry Recreation District (the District) works to enrich the quality of life of the Strawberry community by promoting health and wellness, learning, and fun by providing a variety of stimulating recreation and educational activities for all ages in a safe, fun environment. The District strives to continuously enhance and improve its parks and facilities for the enjoyment of all its members and the Strawberry community.

### **B. SRD BOARD OF DIRECTORS' MISSION**

The Strawberry Recreation District Board of Directors (the Board) is a five-member elected board pursuant to California Public Resources Code section 5784. The Board establish policies that positively affect the successful running of the parks and recreation district on behalf of the community at large. The Board sets strategic objectives for the District to be able to enrich the quality of life for its community while also maintaining fiscal responsibility. The Board sets the standards of performance for the General Manager, then delegates to the General Manager the authority to manage the staff and resources for the implementation of the policies and direction of the District.

## **II. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The District, in compliance with all applicable federal, state and local laws, is committed to being an equal opportunity employer and has zero tolerance for any form of discrimination, harassment, or retaliation. It is the District's policy to provide equal employment opportunity for all applicants and employees. The District does not unlawfully discriminate on the basis of race, color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression, because an individual has transitioned (to live as the gender with which they identify, is transitioning, or is perceived to be transition), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), physical (including HIV and AIDS) or mental disability, legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), military and/or veteran status, service or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the District also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation with the advice of their health care providers for pregnancy, childbirth or related medical conditions, for employees who are victims of domestic violence, sexual assault, or stalking and for applicants and employees based on their religious beliefs and practices.

The District prohibits sexual harassment and the harassment of any individual on any of the other bases listed above.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with the General Manager.

## **III. HARASSMENT/DISCRIMINATION/RETALIATION PREVENTION POLICY**

### **A. HARASSMENT POLICY**

#### **a. Purpose**

The District is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on gender, gender identity, gender expression, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state, or federal laws. The District strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by managers, supervisors, or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom the District employees have a business, service, or professional relationship. The District also will attempt to protect employees from harassment by non-employees in the workplace.

The protection from discrimination includes the protection from retaliation for having taken action either as a complainant, or for assisting a complainant in taking action, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for breach of this Policy.

**b. Harassment Defined**

Harassment includes unwelcome verbal, physical, visual, written or environmental misconduct based on a protected status, which is offensive to a reasonable person. For example:

- Verbal harassment, such as epithets (nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her protected classification. Verbal harassment includes comments on appearance and stories that tend to disparage those of a protected classification.
- Visual forms of harassment, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a protected classification.
- Physical harassment, such as assault, touching, impeding or blocking movement, grabbing, patting, leering, making express or implied job-related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.
- Sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or any of the above described conduct when:
  - o Submission to such conduct is either an expressed or implied term or condition of an individual's employment, or
  - o Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, or
  - o Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating or offensive work environment.

**B. RETALIATION**

Retaliation against a person (and his or her associates) who reports or provides information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Well-intentioned attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties might be retaliatory. Before a supervisor takes such action, the supervisor should contact the General Manager.

Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

**C. REPORTING AND INVESTIGATING**

**a. Reporting**

Any incident of harassment, discrimination, or retaliation, including work-related harassment by any District personnel or any other person, should be reported immediately to General Manager, who is

responsible for investigation harassment complaints. An employee is not required to complain to the General Manager, if that person is the individual who is harassing/discriminating/retaliating the employee but may instead report the conduct at issue to his or her immediate supervisor or any other member of management. Supervisors and managers who receive complaints or who observe harassing/discriminating/retaliatory conduct should immediately inform the General Manager or a Board member so that an investigation may be initiated.

**b. Investigation**

Every reported complaint of harassment/discrimination/retaliation will be investigated thoroughly and promptly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

Upon receipt of a complaint of alleged harassment, discrimination, or retaliation, the General Manager will be responsible for coordinating a thorough investigation (unless he or she is named in the complaint). The General Manager may hire an outside investigator if the General Manager deems appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend upon the nature of the complaint made and will be determined by the General Manager.

The General Manager may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave. Generally, no interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to or requests the temporary change.

The investigator will review the complaint allegations in an objective manner. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

Within a reasonable amount of time from the initiation of the investigation, the person designated to investigate and/or resolve the complaint will report, in writing, the findings of fact to the General Manager.

The District takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the District will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). Any employee determined to have violated this Policy will be subject to disciplinary action up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.

Any Board member or contractor found to have violated this Policy will be subject to appropriate sanctions.

At the conclusion of the investigation, the General Manager, or his or her designee, will notify the complainant in general terms of the outcome of the investigation. Due to the confidential nature of disciplinary actions, the complainant will not be informed of the particular remedial action taken.

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by General Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with a court order.

#### **IV. EMPLOYMENT STATUS**

##### **A. EMPLOYMENT AT WILL**

All employment at the District is “at-will.” This means that both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of the District. At-will employees do not have any pre- or post-deprivation due process rights. Nothing in these Policies shall limit the right to terminate at-will employment.

No manager, supervisor, or employee of the District has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of the District has the authority to make any such agreement, which is only binding and enforceable if in writing, expresses a clear and unambiguous intent to alter the at-will nature of the employment relationship and is otherwise valid.

##### **B. DISTRICT EMPLOYMENT**

###### **a. District Full-time Employee**

A District full-time employee is one who is regularly scheduled to work at least 37 hours per week. District full-time employees are provided health and welfare benefits, paid and unpaid leaves, and any other benefits required by law.

The District provides benefits for eligible employees, generally its regular full-time employees. The terms on which benefits are made available to employees are set forth in the governing plan documents. In the event of a conflict between the following descriptions and the terms of the plan documents, the plan documents will control. This handbook is not a plan document and does not create any enforceable rights with respect to benefits. The District reserves the right to eliminate or modify any of its benefits at any time without prior notice.

- a. Exempt Employees: Are exempt from overtime pay. Generally, an exempt employee is not paid hourly but is salaried and must perform executive, administrative or professional duties.
- b. Non-Exempt Employees: Are paid overtime for hours over 40 in a workweek. A non-exempt employee is entitled to overtime pay through the Fair Labor Standards Act (FLSA).

###### **b. District Part-time Employee**

A District part-time employee is one who is regularly scheduled to work less than 37 hours per week. District part-time employees are not entitled to any benefits, except as provided by law or contract, and

are not entitled to paid or unpaid leaves, except for sick pay, as required by California state law. Part-time employees in California are eligible for sick pay, provided they work for a minimum of 30 hours in a year.

### **c. General Manager**

The General Manager position is governed by this handbook. Where other rights or provisions are expressly stated in his/her employment contract, the employment contract will supersede.

### **d. Temporary or Seasonal Employee**

An employee who is assigned to work on a particular project or for a job of limited or definite duration is a temporary or seasonal employee, regardless of the number of hours worked (e.g., lifeguards, day camp counselors). A temporary or seasonal employee is not entitled to earn, accrue, or participate in any District employee benefit plans, or in paid or unpaid leaves, except as required by law. Temporary or Seasonal employees are eligible for sick pay once they have worked 30 hours in a year.

## **C. PERSONS UNDER AGE 18**

The District employs minors for various positions, usually in temporary or seasonal positions. The District may require a certificate of age from minor applicants for employment. The following Fair Labor Standards Act requirements will apply to the employment of minors:

- a. Minors aged 16 or 17 may work in non-hazardous jobs for unlimited hours (so long as they receive compensation for any approved overtime hours worked).
- b. Minors aged 14 or 15 may work outside school hours in non-hazardous jobs. They cannot work:
  - More than three (3) hours in a day on school days, including Fridays;
  - More than eighteen (18) hours per week in school weeks;
  - More than eight (8) hours per day on non-school days;
  - More than forty (40) hours per week when school is not in session; or
  - Before 7:00 a.m. or after 7:00 p.m. except from June 1 through Labor Day, when their permissible hours are extended until 9:00 p.m.

## **V. TERMINATION, DISCIPLINE AND RULES OF CONDUCT**

### **A. TERMINATION**

#### **a. Voluntary Termination**

The District will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

1. Elects to resign from the District;
2. Fails to return from an approved leave of absence on the date specified by the District; or
3. If an employee fails to report to work for five (5) consecutive days without notice to the District, the employee is considered to have abandoned their job. The District has the discretion to reinstate an employee separated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee has any right to an evidentiary appeal for separation due to job abandonment.

#### **b. Involuntary Termination**



An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the District's rules of conduct as set forth below. Notwithstanding this list of rules, the District reserves the right to discharge or demote any employee with or without cause and with or without prior notice and nothing in this provision changes the at-will nature of employment with the District.

**c. Termination Due to Reorganizations, Economics, or Lack of Work**

From time to time, the District may need to terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should the District consider such terminations necessary, the District will attempt to provide all affected employees with advance notice when practical.

**d. Resignation**

An employee who wishes to resign his or her District employment in good standing must submit the resignation to his or her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the General Manager.

Should the General Manager resign, the resignation becomes final when it is accepted by the District's Board of Directors.

In order to be considered for rehire, an employee must resign in good standing.

**B. DISCIPLINE AND RULES OF CONDUCT**

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet District standards, the employee will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the District may also result in disciplinary action.

**a. Job Performance**

Employees may be disciplined for poor job performance, including, but not limited to the following:

1. Unsatisfactory work quality or quantity;
2. Poor attitude;
3. Excessive absenteeism, tardiness or abuse of rest break and meal period policies;
4. Failure to follow instructions or District procedures and/or meet established deadlines;
5. Failure to follow established safety regulations.

**b. Misconduct**

Employees may be disciplined for misconduct, including, but not limited to the following:

1. Fraud, misrepresentation of fact, or concealment in securing appointment or during employment.
2. Falsification in any information provided to the District including information provided on employment records, timesheets or reimbursement requests.
3. Unauthorized, unexplained absence.
4. Insubordination, a willful failure to conform to directives, duly established orders of supervision, or insulting or demeaning the authority of a supervisor or manager.
5. Incompetence, i.e. inability to comply with the minimum standard of performance of an employee's position for a significant period of time.
6. Inefficiency or inexcusable neglect of duty, i.e. failure to perform duties required of an employee within his or her position, or wasting time, energy, or materials.
7. Abuse of sick leave, i.e., taking sick leave, without a doctor's certificate when one is required, or misuse of sick leave, i.e. claiming sick leave when one or one's family member is not sick.
8. Dishonesty.
9. Possession, distribution, sale, use or being under the influence of alcohol or illegal drugs or narcotics while on duty or while operating a District vehicle or potentially dangerous equipment leased or owned by the District.
10. Any action which indicates a lack of concern for injury to him or herself or others.
11. Gross negligence, willful damage to public property or waste of public supplies or equipment.
12. Unauthorized use of District property or equipment, including driving on District business without a driver's license and/or insurance.
13. Theft of District equipment, supplies, or property.
14. Discourteous, offensive or abusive treatment of the public or other employees.
15. Refusal to participate as directed in an investigation conducted by the District.
16. Working overtime without authorization.
17. Any willful act, conduct undertaken, or statements made in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the District or the employee's department or division.
18. Outside employment not specifically authorized.
19. Acceptance from any source of a reward, gift, or other form of remuneration in addition to District compensation to an employee for the performance of his or her official duties.
20. Improper political activity. Example: Campaigning for or espousing the election or non-election of any candidate or issue in national, state, District or municipal elections while on duty and/or during working hours or in District uniform on or off duty; or the

dissemination of political material of any kind while on duty and/or during working hours.

21. Possession of weapons on agency property unless authorized.

22. Disclosure of confidential and/or privileged information.

### **C. EMPLOYMENT AT WILL**

Nothing in this Handbook is intended to alter the at-will status of employment with the District.

## **VI. EMPLOYMENT PRACTICES**

### **A. MEAL AND REST PERIODS**

#### **a. Rest Periods**

A fifteen (15) minute compensated rest period shall be provided all employees for each four (4) hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. The rest periods may not be combined to shorten the workday or to extend the meal period. Employees shall report to management if they do not receive appropriate rest breaks and meal periods.

#### **b. Meal Periods**

Employees shall take a minimum of a 30-minute unpaid off-duty meal period if working more than 5 hours.

For meal periods, the District must:

- relieve its employees of all work duties for 30 minutes,
- relinquish control over the employee's off-duty meal period activities,
- permit the employee to take this 30-minute break uninterrupted, and
- not impede or discourage the employee from taking an uninterrupted, 30-minute meal period.

The 30-minute meal break/5 hours of work requirement may be waived only if the employee is working not more than 6 hours of work and the District and the employee mutually consent to waive. This mutual waiver shall be documented in the employee's personnel file.

### **B. COMPENSATION**

#### **a. Salary/Hourly Rate**

The salary or hourly rate for each position will be set by the Board. Each employee will have a salary anniversary date of the first day of the month or the first day of the following month, whichever is closer to the date of his or her appointment, employment, change in position, reinstatement or re-employment. Employees are eligible for merit increases at the time of their annual evaluation or at another time period determined by their supervisor or General Manager and approved by the Board. Salary increases are based on quality of work, attendance, punctuality, work ethic, and other factors but are not guaranteed.

Time cards are to be turned into an employee's supervisor every two weeks, prior to payday.

Paychecks are issued every other Friday. If a District pay day falls on a holiday, employees will be paid on the last weekday before the holiday. Paychecks are normally available after 3:00 p.m. in the District's main office.

**b. Holidays<sup>1</sup>**

District employees shall be paid on the following holidays if the holiday falls on the employee's scheduled workday:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Easter Sunday
- Memorial Day 12- 4
- July Fourth
- Labor Day 12-4
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Holidays will be paid at the employee's normal pay rate for the number of hours the employee would have worked on that day.

Fair Labor Standard Act (FLSA) exempt employees who are required, in writing, to work on a holiday will get the number of hours worked as a floating holiday to use in the calendar year accrued. Accrued floating holiday hours have no cash value and will expire at the end of the calendar year within which they were accrued. Non-FLSA exempt employees who are required, in writing, to work on a holiday will be paid at a rate of one and one-half times their regular rate of pay for actual hours worked on that holiday.

The District office is closed on Memorial Day and Labor Day, but the pool remains open. Employees working these days must be required in writing to work as set forth above. Documentation of requirement to work on these days will be documented in the employee's personnel file.

**c. Work Hours and Overtime**

The workweek begins at 12:00 a.m. on Sunday ends at 11:59 p.m. on Saturday. Management sets employees work schedules and retains the right to change them as necessary to meet business needs.

Overtime will be paid for all hours an overtime-eligible employee actually works over 40 hours in his or her workweek, except for lifeguards. Lifeguards are paid overtime if they work more than eight (8) hours in one day.

Overtime is compensated at one- and one-half times the employee's regular rate of pay. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of calculating overtime pay.

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<sup>1</sup> California law does not require holiday pay for federal or state holidays in which the employer is closed. The law does not require extra pay if you are required to work on a holiday. If your religious observance needs conflict with your work schedule, please discuss with your supervisor or the General Manager.

Overtime-eligible employees are not permitted to work overtime except as the General Manager authorizes or directs in writing prior to the overtime commencing. Working overtime without advance approval is grounds for discipline.

## **VII. SICK AND VACATION LEAVE**

### **A. PAID SICK LEAVE**

#### **a. Defined**

Paid sick leave is leave for illness, i.e., for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care; or for the diagnosis, care, or treatment of an existing health condition or preventative care for a member of the employee's immediate family.

For purposes of paid sick leave, an employee's immediate family shall consist of the employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling.

#### **b. Accrual and Caps**

Full-time employees accrue 8-hours of sick leave for each calendar month spent as a District employee. Such accrual shall take place on a monthly basis. Full-time employees accrue sick leave from year to year with a 96-day cap. Sick leave is not a wage and is not paid out when District employment ends.

Part-time employees are eligible for sick pay, provided they work for a minimum of 30 hours in a year. Part-time employees accrue sick pay at a rate of 1 hour per 30 hours worked, up to 40 hours in a year. Once a part-time District employee has accrued 40 hours of sick pay in a year, they will not accrue any further sick pay until the start of the next year.

Temporary or Seasonal employees are eligible for sick pay once they have worked 30 hours in a year. Once eligible, temporary or seasonal employees of the district accrue sick pay at a rate of 1 hour per 30 hours worked, up to 24 hours in a year. Once a Temporary or Seasonal District employee has accrued 24 hours of sick pay in a year, they will not accrue any further sick pay until the start of the next year.

#### **c. Use**

Employees may use paid sick leave for his or her own illness or to obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking. An employee may also use up to one half of his or her annual accrual of paid sick leave for the illness of a member of the employee's immediate family. Exceptions can be made with written approval of the General Manager.

An employee shall provide reasonable advance notice of their need to use accrued paid sick leave to the appropriate immediate supervisor if the need is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for sick leave use is unforeseeable, an employee shall notify the appropriate immediate supervisor within one hour after the time established as the beginning of the employee's work day, unless the District determines that the employee's duties require more restrictive reporting, or as soon as practicable. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on paid sick leave for more than one day, the employee will keep his/her immediate supervisor informed as to the date the employee expects to return to work.

The District may require a physician's certification for the employee's illness or the illness of an immediate family member if the employee has been cumulatively absent for more than one-half of his

or her annual accrual of paid sick leave. The certification must provide the employee's intended date of return to work.

Paid sick leave granted by the District and used by an employee shall be deducted from the employee's accrued paid sick leave balance.

Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.

**B. VACATION LEAVE**

**a. Eligible Employees**

Full-time employees are entitled to accrue vacation leave.

Part-time employees who are scheduled to work approximately 30 hours per week in the preceding pay period are entitled to accrue vacation leave on a pro rata basis.

Temporary/Seasonal employees are not entitled to accrue vacation leave.

**b. Accrual**

Eligible employees will accrue vacation leave on the basis of continuous years of service in accordance with the following schedule:

- (1) One to five years of service – 10 working days (.0385 hourly).
- (2) Five to ten years of service – 15 working days (.0577 hourly).
- (3) Over ten years of service – 20 working days (.0770 hourly).

**c. Vacation Pay on Termination**

Any employee who is terminated or resigned and becomes reemployed with the District shall be considered a new employee for purposes of accruing vacation leave. Exceptions can be made by the General Manager.

On termination of employment, employees are paid all accrued but unused vacation through their last day worked at their base rate of pay at the time of termination.

No employee will receive pay in lieu of vacation except on the termination of his or her employment, as described in this section.

**d. Vacation Accrual during Leaves of Absence**

Vacation leave will not accrue during leaves of absence without pay unless required by law (e.g., military leave).

**e. Maximum Vacation Accrual**

Employees are encouraged to take accrued vacation leave within 12 months of accrual. An employee will not accumulate any further vacation leave if their unused vacation leave reaches two-hundred eighty (280) hours.

**f. Requests**

Employees must submit requests for vacation leave to their supervisor and General Manager on the approved form. Employees are encouraged to request vacation leave at least two weeks in advance.

**g. Scheduling**

The General Manager reserves the right to set the schedule with respect to vacation times. Consideration will be given to the desires of the employee and the operational needs of the District, but the General Manager has the final discretion to determine whether a request will be granted or denied.

**h. Holidays**

Where a paid holiday falls during the period of an employee's vacation leave, that day will not be counted as vacation leave.

**i. Hospitalization during vacation leave**

Where an illness or injury necessitates hospitalization of an employee during his or her vacation leave, the days of hospitalization will not be counted as vacation leave and instead will be counted as sick leave upon appropriate documentation.

**C. MANAGEMENT LEAVE**

**a. Eligible Employees**

Full-Time District employees in the following classifications or positions shall receive 80 hours of management leave per calendar year<sup>2</sup>:

- Facility Director
- Aquatics Manager
- Use and Recreation Director
- General Manager

Part-Time employees in the above-identified classifications or positions, will be eligible to receive management leave on a pro rata basis.

**b. Accrual**

Each eligible employee on the payroll as of January 1<sup>st</sup> will be credited with their allotted management leave balance for the entire year on January 1<sup>st</sup>. Employees newly appointed after January 1<sup>st</sup> will be provided management leave on a pro rata basis on their date of hire.

**c. Use**

Employees must submit requests for management leave to the General Manager on the approved form. Employees are encouraged to request management leave at least two weeks in advance.

The General Manager reserves the right to set the schedule with respect to management leave.

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<sup>2</sup> Additional classifications or positions may be added to this list with approval of the General Manager or the Board of Directors.

Consideration will be given to the desires of the employee and the operational needs of the District, but the General Manager has the final discretion to determine whether a request will be granted or denied.

Where a paid holiday falls during the period of an employee's management leave, that day will not be counted as management leave.

Where an illness or injury necessitates hospitalization of an employee during his or her management leave, the days of hospitalization will not be counted as management leave and instead will be counted as sick leave upon appropriate documentation.

#### **d. Carry Over**

Management leave will not carry over from one year to the next. When an employee terminates, there will be no compensation for unused personal leave. Management leave has no cash value and is not a wage.

### **VIII. LEAVES OF ABSENCE**

#### **A. PREGNANCY-DISABILITY LEAVE<sup>3</sup>**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to four months.

##### **a. Notice and Certification Requirements**

Requests for pregnancy disability leave must be submitted in writing and if possible must be approved by the General Manager before the leave begins. The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.

All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the General Manager prior to being taken. Requests for an extension of leave must be submitted in writing to the General Manager prior to the agreed date of return and must be supported by written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition. Leave can be all at once or intermittent.

##### **b. Compensation During Leave**

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

##### **c. Benefits During Leave**

During an employee's Pregnancy-Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the

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<sup>3</sup> Under DFEH Employers with more than 5 employees in California must give PDL.



employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The District may recover from the employee the premium that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking leave under the California Family Rights Act; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to leave for Pregnancy Disability, or other circumstances beyond the employee's control.

Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.

#### **d. Reinstatement**

Upon the expiration of pregnancy leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, and promotional opportunities as the employee's original position.

If, upon return from leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of their leave loses their reinstatement rights.

### **B. NEW PARENT LEAVE<sup>4</sup>**

An employee is eligible for bonding leave or new parent leave if they have: (1) worked for the District for more than 12 months; and (2) have at least 1,250 hours of service with the District during the previous 12-month period.

#### **a. Notice and Certification Requirements**

Requests for new parent or baby bonding leave<sup>5</sup> must be submitted in writing and must be approved by the employee's supervisor or the General Manager before the leave begins.

All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the General Manager prior to being taken. The leave can be for twelve (12) weeks within one year of the child's birth, adoption or start of foster care. This leave runs after PDL.

Leave may be taken in separate two (2) week blocks so long as it is within one-year of the birth.

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<sup>4</sup> Only applicable if 20 plus employees but less than 50 employees. If more than 50 employees, CFRA applies. Only CFRA or NPLA can apply – not both.

<sup>5</sup> New parent leave and baby bonding leave are one and the same and do not signify two leaves. New parent leave and baby bonding leave are interchangeable.

### **b. Compensation During Leave**

New parent or bonding leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

### **c. Benefits During Leave**

During an employee's New Parent Leave, the District will continue to pay for the employee's participation (if applicable) in the District's group health plan for the duration of the leave but not to exceed 12 weeks over the course of a 12-month period, commencing on the date that the parental leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave.

Thus, the employee must continue to pay her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The District may recover from the employee the premium that the District paid to maintain coverage for the employee under the group health plan if, (1) the employee fails to return from leave after the expiration of the period of leave to which he/she is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.

### **d. Reinstatement**

Upon the expiration of new parent leave the employee will be reinstated to their original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, and promotional opportunities as the employee's original position.

If, upon return from leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of their leave loses her reinstatement rights.

## **C. OTHER DISABILITY LEAVES**

Employees may request a temporary disability leave of absence or a partial disability leave if necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans with Disabilities Act or the Fair Employment and Housing Act.

The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which the employee becomes capable of performing the essential functions of his or her position, with or without a reasonable accommodation. For a full explanation of leave rights or to request a reasonable accommodation, employees should contact the General Manager.

If the disability leave is needed due to a work-related injury, all matters relating to employee's leave rights shall be governed by state workers' compensation laws. Employees with questions about such rights should contact the General Manager.

#### **a. Notice and Certification Requirements**

Unless the circumstances render it impractical, requests for temporary disability leave must be submitted in writing and must be approved by the General Manager before the leave begins. The request must be supported by a written certification from the attending physician stating that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons. The certification must state the expected duration of the disability and the expected date of return to work.

All leaves must be confirmed in writing and have an agreed-upon specific date of return prior to being taken. Requests for an extension of leave must be submitted in writing to the General Manager prior to the agreed date of return and must be supported by written certification of the attending physician that due to the disability, the employee continues to be unable to work at all or be unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons.

#### **b. Compensation During Leave**

Temporary disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

#### **c. Benefits During Leave**

Group insurance benefits may be continued during the temporary-disability leave period. However, the cost of such coverage, including the District's premium payment, becomes the responsibility of the employee. The employee and the General Manager should agree upon a payment schedule before the employee's leave begins.

Sick leave and vacation leave do not accrue while an employee is on unpaid temporary disability leave.

#### **d. Reinstatement**

Upon the expiration of temporary disability leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to his or her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, and promotional opportunities as the employee's original position.

If, upon return from leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of his or her leave loses his or her reinstatement rights.

## **D. OTHER LEAVES OF ABSENCE**

### **a. Administrative Leave**

Administrative Leave is leave with pay taken at the sole discretion of the General Manager or the Board Chair, or his or her designee.<sup>6</sup> Employees placed on administrative leave will be notified in writing and will be relieved of their District duties during the period of administrative leave. Employees placed on administrative leave will be available by an agreed upon phone number during their District work hours. Employee placed on administrative leave may be required by the General Manager to report by phone to the General Manager or his or her designee during the period of the leave. Administrative leave is not discipline.

### **b. Bereavement Leave<sup>7</sup>**

Employees will be allowed up to three consecutive working days in the case of the death of an eligible employee's mother, father, stepparent, spouse, registered domestic partner, child, stepchild, grandparent, grandchild or sibling. Bereavement leave will be charged against the employee's accrued leave balances.

Bereavement leave may be granted upon approval of the General Manager in case of the death of other persons whose death is a matter of concern to the employee.

The District may require the employee taking bereavement leave to provide written documentation of the death for which the bereavement leave is taken.

### **c. Military-Related Leave**

Military-related leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the General Manager, whenever possible, with a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the General Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

### **d. Voting Leave**

If an employee does not have sufficient time outside of working hours to vote at a statewide or federal election, the employee may take up to two hours off without loss of pay at the beginning or end of the day with two days' notice to his/her supervisor. Prior approval for this time off by the employee's supervisor is required.

### **e. Subpoena Court Leave**

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<sup>6</sup> If the General Manager is placed on Administrative Leave, it will be done by the Board Chair or his or her designee and the GM will report by phone during leave to the Board Chair or his or her designee. All other provisions in the Administrative Leave provision of this handbook apply to the GM.

<sup>7</sup> California law does not require employers to give bereavement leave or leave to attend funerals.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction that he or she perceived or investigated in the course of his or her District job duties will do so without loss of compensation. The time spent will be considered work time.

#### **f. Jury Duty**<sup>8</sup>

An employee who is summoned to serve on a jury must notify his or her supervisor or the General Manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. During jury duty an employee shall be paid the difference between his or her District salary and the amount of court pay received, except travel pay. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

### **IX. EMPLOYEE BENEFITS**

The District provides health and vision benefits to its Full-Time Employees. The terms on which benefits are made available to employees are set forth in the governing plan documents housed in the General Manager's office. The District reserves the right to eliminate or modify any of its benefits at any time without prior notice. Employees should see the General Manager for more information on the various health plans offered by the District, including information about any required employee contributions.

Part-time, seasonal, and temporary employees are not eligible to receive health and vision benefits, or any other employment benefits other than those in this handbook and required by state or federal law.<sup>9</sup>

### **X. VIOLENCE IN THE WORKPLACE**

#### **A. Statement of Policy**

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, contractors, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

#### **B. Workplace Violence Defined**

Workplace violence includes, but is not limited to, the following:

- (1) Threats of any kind;

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<sup>8</sup> California law does not require an employer to pay jury duty leave.

<sup>9</sup> See Government Code section 20305 for part-time employees and CalPERS.

- (2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures;
- (4) Defacing District property or causing physical damage to the facilities; or
- (5) Bringing weapons or firearms of any kind on District premises, in District parking lots, or while conducting District business.

### **C. Reporting**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, contractor, visitor, or anyone else, he or she should notify the General Manager immediately.

Further, employees should notify the GM if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

### **D. Investigation**

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

### **E. Corrective Action and Discipline**

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

## **XI. DISTRICT PROPERTY: PROPRIETARY, CONFIDENTIAL AND PERSONAL INFORMATION**

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

### **A. Confidential and Personal Information**

"Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its members or vendors, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes personal identification information.

"Personal Identification Information" includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual's personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information about other individuals to any third party or from one country to another without prior managerial approval.

Given the nature of the District's business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District's most important assets. It enhances the District's opportunities for future growth, and indirectly adds to the job security of all employees.

While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Guideline restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

All employees will be required to sign a written confidentiality agreement.

## **B. Obligations on Termination**

On termination of employment, whether voluntary or involuntary, all District documents, computer records, and other tangible District property in the employee's possession or control must be returned to the District immediately.

## **XII. TECHNOLOGY USE AND SECURITY**

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

### **A. Technology Resources Definition**

Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail;

telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

## **B. Authorization**

Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

## **C. Use**

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work-related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

1. To use the telephone system for brief and necessary calls;
2. To send and receive necessary and occasional communications; and
3. To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

## **D. Improper Use**

### **a. Prohibition Against Harassing, Discriminatory and Defamatory Use**

The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

### **b. Prohibition Against Violating Copyright Laws**



Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

### **c. Other Prohibited Uses**

Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

## **E. District Access to Technology Resources**

All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion.

### **a. No Reasonable Expectation of Privacy**

Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

### **b. Passwords**

Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the District and passwords and login credentials for all District programs will be maintained by the General Manager. All District employees are responsible for updating changes to passwords and log in information. Employees shall not access coworkers' systems without express authorization.

### **c. Data Collection**

The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

1. Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
2. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
4. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

#### **d. Deleted Information**

Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it is unlawful to attempt to delete or erase certain information.

#### **F. The Internet and On-Line Services**

The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (*i.e.*, "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer without making any reference to the District.

#### **G. Online Monitoring**

The District may monitor both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

## **XII. MOBILE DEVICE POLICY**

The District prohibits the use of all handheld mobile devices including cell phones, smart phones, tablets, personal organizers, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on District business. Moreover, all use of District-issued mobile devices, or personally purchased mobile devices used for work-related purposes, must be made in accordance with District policy.

Employees may use hands-free mobile devices while driving when safe and lawful to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in an unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on District business.

The District recognizes that employees maintain personal devices such as cell phones while at work. Employees must keep non-work use of all personal devices to a minimum during work hours. Excessive use of personal use devices during work time will lead to discipline up to and including termination.

## **XIV. PERFORMANCE AND PAY REVIEW**

### **A. Performance Reviews**

The District will attempt to conduct periodic performance reviews for employees. All employees generally receive performance evaluations annually.

The purpose of the review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review. During their performance reviews, employees are encouraged to discuss any issues raised, as well as any opportunities for advancement or career development within the District.

After receiving their performance evaluations, employees will be required to sign the evaluation acknowledging that they have received the evaluation and are aware of its contents. A copy of the performance evaluation will then be placed in the employee's personnel file.

### **B. Wage Adjustments**

Satisfactory performance reviews will not necessarily result in wage increases. Likewise, unsatisfactory performance reviews typically will not result in wage decreases. Rather, wage adjustments may be made at any time in the sole discretion of the District and depend on a number of factors, including performance.

## **XV. PERSONNEL RECORDS**

### **A. Personnel Files**

The information in an employee's personnel file is permanent and confidential and must be kept up to date. Employees should inform their manager or the General Manager immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file in the presence of the General Manager.

Personnel files are the property of the District and may not be removed from the District's premises without written authorization from the General Manager.

## **B. Payroll Records**

Employees [and former employees] also have the right to inspect and copy certain District payroll records regarding their compensation, and deductions from their compensation, upon reasonable request to the District. Employees wishing to review or copy payroll records should notify the General Manager.

## **XVI. DRESS AND GROOMING STANDARDS**

The District considers the presentation of the District image to its customers, suppliers, and the public at large to be extremely important. Since the District's product includes service, and excellent service can only be provided through its employees, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation.

Accordingly, while the District has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene, safety, and good taste. Employees whose jobs require them to come in contact with customers, suppliers, or the public are expected to wear apparel the District considers appropriate for dealing with the public.

## **XVII. EMPLOYMENT OF RELATIVES**

Relatives of present employees may be hired by the District only if (1) the individuals concerned will not work in a direct supervisory relationship with one another, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage. Present employees who marry or who become related by marriage will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or who become related by marriage do work in a direct supervisory relationship with one another, the District will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the District. The decision as to which employee leaves will be left solely to the employees. In the event that no alternative position is available and neither employee voluntarily leaves the District, the employee with lesser seniority will be terminated.

## **XVIII. NON-FRATERNIZATION**

In order to promote the efficient operation of the District's business and to avoid misunderstandings; complaints of favoritism; other problems of supervision, security and morale; and possible claims of sexual harassment, managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

## **XIX. SAFETY PROGRAM**

The District is committed to providing and maintaining a healthy and safe work environment for all employees.

You are required to follow safe and healthy work practices at all times. You may be subject to discipline for engaging in any unsafe or unhealthy work practice. You also are required to report immediately to your supervisor any potential health or safety hazards, and all injuries or accidents. First aid supplies are located in the District office.

## **XX. CONFLICTS OF INTEREST**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a competitor, member, contractor or member of the public. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the General Manager for clarification.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- (1) Accepting personal gifts or entertainment from members, contractors, or members of the public;  
and
- (2) Engaging in self-employment in competition with the District.

## **XXI. SMOKING**

The District prohibits smoking including e-cigarettes in the workplace.

**RESOLUTION NO. 2020-02**

**STRAWBERRY RECREATION DISTRICT**

**A RESOLUTION OF THE STRAWBERRY RECREATION DISTRICT AUTHORIZING  
EMPLOYEE PASSES TO FACILITIES, POOL AND ACTIVITIES**

**WHEREAS**, the Strawberry Recreation District (the District) owns, operates and manages facilities, including but not limited to Strawberry Recreation Center, swimming pool, and tennis courts;

**WHEREAS**, the District operates and offers a wide range of programs and activities;

**WHEREAS**, the Board of Directors of the District deems it in its best interest for the District's employees to be fully informed on all aspects of the District's properties, facilities, and programs; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Strawberry Recreation District does hereby find:

1. It is the policy of the District that its employees shall be fully informed on matters relating to District properties, facilities and programs through active participation in facility use and programs.
2. To further the policy stated herein, the Board of Directors of the District will offer its employees the option of receiving, as a taxable fringe benefit, a pass that would allow the employee to use Strawberry Recreation District facilities and participate in Strawberry Recreation District activities.

**Ayes:**

**Noes:**

**Absent:**

**Abstaining:**

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Pam Bohner  
Chair, Board of Directors  
Strawberry Recreation District

Attest:

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Secretary, Board of Directors  
Strawberry Recreation District

**RESOLUTION NO. 2020-01**

**STRAWBERRY RECREATION DISTRICT**

**A RESOLUTION OF THE STRAWBERRY RECREATION DISTRICT ADOPTING THE  
CELL PHONE REIMBURSEMENT POLICY**

**WHEREAS**, the California Labor Code section 2802 provides that an “employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties”;

**WHEREAS**, the Board of Directors of the Strawberry Recreation District (the District) recognizes that some of its employees may occasionally, or routinely, be required to make business telephone calls and send and receive business e-mails and text messages while out of the office;

**WHEREAS**, the California Court of Appeals in *Cochran v. Schwan’s Home Service*, 228 Cal.App.4th 1137 (2014), held that employers must reimburse an employee for the reasonable expense of mandatory use of a personal cell phone; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Strawberry Recreation District does hereby:

Adopt the Cell Phone Reimbursement Policy for the Strawberry Recreation District, attached hereto, and outlined at a regular meeting of the Board of Directors of the Strawberry Recreation District held on the 14<sup>th</sup> day of January 2020 by the following votes:

**Ayes:**

**Noes:**

**Absent:**

**Abstaining:**

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Pam Bohner  
Chair, Board of Directors  
Strawberry Recreation District

Attest:

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Secretary, Board of Directors  
Strawberry Recreation District

# Strawberry Recreation District

## Cell Phone Reimbursement Policy and Agreement

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Employee Name: \_\_\_\_\_ Reimbursement Start Date\*: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Monthly Amount (select one):  
Dept Name: \_\_\_\_\_ *Mgr. & Above*      *Staff*      *Other* \_\_\_\_\_  
Supervisor Name: \_\_\_\_\_      \$85      \$25      Other \$ \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_ Cellular Carrier: \_\_\_\_\_  
Business Purpose: \_\_\_\_\_

*\*Monthly reimbursement will be paid in arrears, the following month.*

### Policy Summary

Employees who are required to make business telephone calls and send and receive business e-mails and text messages while out of the office as part of their job duties will receive reasonable reimbursement for the value of the use of their personal cell phones in direct consequence of the discharge of their job duties. The reimbursement will be considered a non-taxable fringe benefit to the employee. The monthly reimbursement rate will be determined by a person's job duties as it relates to cell phone use and access. The Strawberry Recreation District (SRD) will review and set the reimbursement rates on an annual basis.

### Employee Responsibilities

Recipients of a cell phone reimbursement have the following responsibilities:

- Purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions. The employee is responsible for plan choices, service features, and calling areas that allow the employee to meet the requirements of the job. This includes termination clauses, and paying all charges associated with the cellular service and device.
- Attest to related necessary business use. Upon request, submit the latest cellular carrier monthly billing statement to verify that the reimbursement is a reasonable percentage of their cell phone bills.
- Report any job function changes that eliminate or significantly reduce the business need for a cell phone to your supervisor within 5 business days of this change.
- Keep (or have access to) monthly invoices for a two-year period so they can be produced upon request by SRD or the Internal Revenue Service.
- Avoid using the cellular phone for work related purposes while operating a motor vehicle, machinery or in other dangerous situations.
- Comply with all Federal and State data maintenance and protection laws (e.g., FERPA, record retention requirements, etc.), as well as all SRD policies, including those pertaining to data security, acceptable computing use, and email.
- Save all SRD related data on cell phone when employment with SRD ends, until instructed by SRD General Manager, Board or Legal Counsel that it is legal to delete.
- If employment with SRD ends in the middle of the month, any unpaid cell phone reimbursement will be prorated.

### Employee Certification

By signing below, I certify that I have read, understand, and agree to the Cell Phone Reimbursement Policy and my responsibilities under the policy.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*General Manager Signature*

\_\_\_\_\_  
*Date*



## INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made as of January 15, 2020, between Katherine Rittenburg, an independent contractor (hereinafter "Contractor"), and Strawberry Recreation District (hereinafter "SRD").

SRD and Contractor mutually agree to the following terms and conditions:

### I. GENERAL CONDITIONS

A. *Term of Agreement.* Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall be from January 15, 2020, to January 15, 2021. This term may be renewed for additional one-year periods by written agreement of the parties in accordance with Section VI.B. below. If not renewed, this Agreement will automatically expire on January 15, 2021. If either Contractor or SRD want to terminate the contract prior to the expiration date, January 15, 2021, they may do so with 30 days' written notice.

B. *Governing Law.* This Agreement shall be construed under the laws of the State of California.

### II. CONTRACTOR'S SCOPE OF WORK

A. *Specific Services.* Contractor shall be responsible for:

Payroll every two weeks or as needed, financials, warrants (accounts payable), reports, budgets and budget support, deposits, reconciliations, maintain vacation and sick time leave balances, audit support, bank account maintenance support, incoming and outgoing tax issues/preparation, check ordering as needed, requests for records, read, respond to and send emails directed to "accounts@strawberryrec.org) as needed, assistance with all other finance, payment and reporting aspects of SRD as needed or requested by management and/or Board.

Number of hours worked per week will be mutually agreed upon by Contractor and General Manager.

This Agreement may be modified to allow for additional specific projects, the scope of which shall be in writing and evidenced in accordance with Paragraph VI.B. below.

B. *Time of Work.* Contractor shall provide such services at a mutually agreeable day, time and number of hours to complete the specific services described in Paragraph II.A. SRD shall not have first right to Contractor's time.

C. *Performing Services for Others.* It is understood by the parties that Contractor is free to perform similar services for others and may do so concurrently to performing services for SRD.

D. *Contractor's Status.* It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture, or partner of SRD. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between SRD and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor may retain the services of others to assist him or her but that such persons as Contractor's employees are not SRD employees for any purpose. Contractor further agrees that it shall be exclusively responsible for payment of compensation and benefits to any employee it retains and shall be liable for all taxes

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required to be reported and remitted to appropriate tax authorities. Contractor shall execute and provide to SRD before commencement of services a valid IRS Form W-9. SRD shall not withhold any taxes from any payments made to Contractor, except as provided by law, and shall issue Contractor an IRS Form 1099-MISC for all fees remitted in connection with this Agreement. Contractor also agrees to indemnify, defend, and hold SRD and its officers, directors, and affiliates harmless from any obligation or liability to tax or other authorities for any deductions, taxes, or other obligations arising from Contractor's provision of services to SRD. Contractor agrees that it shall timely file all tax returns, tax schedules, and tax declarations and shall timely pay all taxes required with respect to any payment made under this Agreement. Contractor shall provide a tax affidavit to SRD on request demonstrating that it filed and reported all payments under this Agreement and paid taxes on such payments.

E. *Method of Performing Services.* Contractor will determine the method, details, and means of performing the above-described services by Contractor or any of Contractor's employees. SRD shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

F. *Place of Work.* The parties agree that the nature of the services to be provided by Contractor necessitates that the services be performed on SRD premises. SRD therefore agrees to furnish space on its premises, as well as a phone and computer, for use by Contractor while performing these services. Contractor agrees to perform the above described services on SRD premises during the normal workweek (Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m.) in order to comply with SRD rules relating to access to premises and for security purposes.

G. *Confidential Information and Unfair Competition.* The parties agree that SRD has confidential information that is valuable by nature and not known to SRD's competitors or the general public. The parties agree that such confidential information has a value and is entitled to protection from competitors and others for a period of at least 2 years after the termination of this Agreement. Contractor agrees that, on termination of this Agreement for any reason, Contractor will deliver to SRD all reports, communications, documents, and identical and non-identical copies thereof containing any of SRD's confidential information. Contractor agrees, at all times during the course and scope of this Agreement and thereafter, to hold in the strictest confidence and not to divulge to others, not to use to the detriment of SRD, and not to use in any business competitive with or similar to any business of SRD, any of SRD's confidential information without first obtaining the written permission of SRD. Contractor also agrees that originals and copies of letters received and sent by Contractor and documents, papers, or other materials pertaining to SRD's business will be kept in SRD's files, are SRD's property, and will be turned over to SRD promptly. In the event of a breach or threatened breach by Contractor of the provisions of this paragraph, SRD shall be entitled to obtain a temporary restraining order and a preliminary injunction, without the obligation of posting a bond, restraining Contractor from violating the terms of this paragraph or from rendering services to any person or entity to whom SRD's confidential information has been disclosed or are threatened to be disclosed and for whom Contractor is working or rendering services or threatens to work or render services. Nothing set forth in this Agreement shall be construed as prohibiting SRD from pursuing any other remedy available to it for such breach or threatened breach of this paragraph, including, without limitation, recovery of damages from Contractor.

H. *Workers' Compensation.* Contractor agrees to provide workers' compensation insurance for Contractor's own employees and agents and agrees to indemnify, defend, and hold harmless SRD and its

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officers, directors, and affiliates from and against any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents. Contractor will arrange for its workers' compensation insurer to waive its rights to subrogate against SRD. A certificate of insurance evidencing this insurance shall be provided to SRD before commencement of Contractor's services.

I. *Indemnification of Liability.* Contractor shall indemnify, defend, and hold harmless SRD and its officers, directors, and affiliates from and against any and all liability imposed or claimed, including attorney fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including claims relating to the injury or death of any person or damage to any property.

### **III. COMPENSATION**

A. *Rate of Pay.* In consideration for the services to be performed by Contractor, SRD agrees to pay Contractor a fee of \$65.00 per hour.

B. *Invoices.* Contractor shall submit invoices for all services rendered. Invoices are to be approved by General Manager or their designee, prior to issuing payments.

C. *Due Date for Payment of Compensation.* Payment will be made by SRD to Contractor within 15 days of receipt of invoice from Contractor.

D. *Expenses.* SRD shall have no responsibility for any expenses incurred by Contractor in connection with this Agreement unless Contractor secures written approval for such expenses before incurring them. Any pre-approved expenses shall be invoiced and paid in accordance with Paragraphs B and C above.

### **IV. TERMINATION**

This Agreement and the relationship created hereby shall be terminable on 30 days' written notice at the will of either party, with or without cause.

### **V. THIRD PARTY LITIGATION AND DISPUTE RESOLUTION**

In the event that Contractor is involved in a dispute with any other person or entity as a result of performing his or her obligations under the Agreement, Contractor agrees to cooperate fully with SRD for resolution of such dispute in a manner satisfactory to SRD. SRD reserves the exclusive right to determine the terms and conditions of any compromise or settlement and whether or not legal or other expenses, if any, will be incurred. Contractor will have no authority to institute any legal action in connection with the performance of its obligations hereunder, without the express written consent of SRD. If Contractor must defend any legal action relating in any way to this Agreement, Contractor will immediately notify SRD of such legal action and will cooperate fully with SRD in defending such action to protect SRD's interests, including but not limited to SRD's reputation and good name. Notwithstanding the above, SRD does not waive or agree to reduce any claim it may have against Contractor. In addition to the above, if a dispute arises between Contractor and any other person, whether or not employed by SRD, arising from Contractor's services under this Agreement, SRD shall have the right, but not the obligation, to direct Contractor's resolution of the dispute or to resolve it directly, and such resolution shall be binding on Contractor. If SRD, in its sole discretion, elects to incur

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expenses for the purpose of resolving any dispute resulting from Contractor's performance of obligations under this Agreement, Contractor shall pay its share of the costs and expenses of any judgment assessed against, or any settlement made by, SRD (including but not limited to reasonable attorney fees).

## VI. MISCELLANEOUS

A. *Entire Agreement.* This Agreement embodies the entire agreement and understanding between SRD and Contractor on the subjects addressed herein and supersedes all prior discussions, agreements, or understandings between SRD and Contractor, whether express or implied. Both parties agree that no promise or representation regarding the subjects addressed herein have been made by either party other than those expressly set forth herein.

B. *Modification and Waiver.* This Agreement may not be modified or amended except (1) by an instrument in writing signed by both parties, or (2) as set forth herein. This Agreement may be unilaterally amended by SRD with 30 days' written notice to Contractor of the amendment. If Contractor does not respond to the notice of amendment within 15 days after receipt thereof, such failure to respond shall be deemed as acceptance by Contractor of such amendment. If Contractor agrees to such amendment, or if Contractor is deemed to have accepted such amendment in accordance with the preceding sentence, the Agreement as amended shall govern the future relationship between Contractor and SRD. If Contractor does not agree to such amendment, Contractor may then exercise Contractor's right to terminate this Agreement. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate for the future only as to the specific term or condition.

C. *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given 2 days after deposit in the United States mail, postage prepaid as certified mail, addressed as follows:

If to SRD:

General Manager  
Strawberry Recreation District  
118 E. Strawberry Drive  
Mill Valley, CA 94941

If to Contractor:

Katherine Rittenburg  
accounts@strawberryrec.org

Notice delivered personally will be deemed communicated as of actual receipt.

D. *Assignment.* The rights and obligations of SRD under this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of SRD. SRD depends on the personal services of Contractor, and Contractor shall not assign this Agreement or any rights or duties hereunder without the

express written consent of SRD, nor shall Contractor delegate any obligations hereunder to any other person or entity without the express written consent of SRD, provided, however, that nothing in this Paragraph E should be construed to prevent Contractor from using assistants under Contractor's direction and control to assist Contractor in the performance of his or her services. Any assignment or delegation by Contractor without such written consent shall be void.

E. *Severability.* If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

F. *Binding Effect.* This Agreement shall not be binding on SRD or Contractor until it is executed by both SRD and Contractor in the signature block below.

G. *Headings.* The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

H. *Construction.* This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Each of the parties further acknowledges and agrees that they have had the opportunity to consult with, or have consulted with, attorneys of their own choice regarding each term and condition of this Agreement, that they each understand the meaning and effect of each provision contained in this Agreement, and that they have voluntarily and knowingly entered into this Agreement.

Contractor:

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

\_\_\_\_\_  
Katherine Rittenburg

Strawberry Recreation District (SRD)

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

\_\_\_\_\_  
Nancy Shapiro  
General Manager

**STRAWBERRY RECREATION DISTRICT POLICY FOR PURCHASING OF  
SUPPLIES AND SERVICES BY THE GENERAL MANAGER**

A. AUTHORITY

This policy is enacted pursuant to the provisions of California Public Resources Code Section 5786.1.

B. PURPOSE

The purpose of this policy is to establish guidelines for the cost effective and efficient purchasing for supplies, materials, equipment, labor and services by the General Manager.

C. DEFINITIONS

1. "Emergency" means a sudden, unexpected occurrence that poses a clear and eminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services.
2. "General Manager" means the General Manager of the Hayward Area Recreation and District or his/her designee per written authority.
3. "Purchase Cost" means the total cost of the item(s) or service purchased including taxes, shipping costs and other fees.

D. BOARD OF DIRECTORS APPROVAL REQUIRED

1. Approval of the Board of Directors is required in the following conditions:
  - a. The procurement of supplies, materials, equipment, labor or contracts/ agreements for services with a purchase cost exceeding \$10,000 for any purpose including construction of any building, structure, or improvement. This also includes proposed agreements or contracts wherein the payment to one vendor by one department is estimated to exceed \$10,000 during the fiscal year.
  - b. Multi-year agreements and contracts exceeding \$10,000 per fiscal year for the procurement of supplies, materials, equipment, labor or agreements and contracts for services. For the duration of the multi-year agreements approved by the Board, annual approval of the Board will not be required. Multi-year agreements and contracts are limited to no more than five (5) years. Board of Directors re-authorization must be obtained after the five-year contract period.

2. Rejection - In cases where all bids for an agreement or contract are rejected, the Board of Directors may authorize staff to modify the specifications to revise the scope of work or other requirements, or by a four-fifth vote may authorize staff to purchase the materials or supplies in the open market or to complete the work with District personnel and equipment in conformance with the specifications.
3. Signature - Agreements, contracts and conveyances which have been approved by Resolution of the Board of Directors shall be signed by the General Manager or designee when specifically, so delegated in the Resolution.

In all other cases, the Board President shall sign on behalf of the District and the Clerk of the Board shall countersign and affix the seal of the District.

#### E. GENERAL MANAGER AUTHORITY

The General Manager is authorized to have prepared a proposed agreement, contract, specification, or other description of work and to obtain competitive bids or a negotiated agreement for any supplies, materials, equipment, labor and services provided for in a fiscal year budget or by other action of the Board of Directors. Agreements or contracts not requiring Board of Directors approval may be approved or rejected by the General Manager.

1. The General Manager is authorized to enter into contracts or agreements for amounts not exceeding \$10,000.
2. The General Manager or his/her designee is also authorized to enter into contracts or agreements in amounts over \$10,000 in cases where the agreement or contract pertains to a District emergency. Such agreements or contracts will be presented to the Board of Directors for ratification within 30 days of the General Manager's approval.

**RESOLUTION NO. 2020-03**

**STRAWBERRY RECREATION DISTRICT**

**RESOLUTION APPROVING POLICY FOR PURCHASING OF SUPPLIES AND SERVICES  
BY THE GENERAL MANAGER**

**WHEREAS**, the Board of Directors of the Strawberry Recreation District desires to update the purchasing policies and procedures; and

**WHEREAS**, the Board of Directors has reviewed and considered the Purchasing Policy document prepared by Staff; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Strawberry Recreation District does hereby:

Adopt the Purchasing Policy for the Strawberry Recreation District, as attached hereto, and outlined at a regular meeting of the Board of Directors of the Strawberry Recreation District held on the 14<sup>th</sup> day of January 2020 by the following votes:

**Ayes:**

**Noes:**

**Absent:**

**Abstaining:**

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Pam Bohner  
Chair, Board of Directors  
Strawberry Recreation District

Attest:

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Secretary, Board of Directors  
Strawberry Recreation District