



PO Box 915
Zephyr Cove, NV 89448
775-586-1610 x 21

Board Meeting Agenda

April 21, 2020

10:00 AM (estimated 2 hour duration)

Location: Teleconference
Call in Information: (710) 802-5244, code 123507#

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

5 Public Interest Comments (No Action)

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Posted: Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email dolson@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at ntcd.org/board-of-supervisors/

CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar

Agenda Items

Page #

6 Agency Reports, Discussion/Possible Action

A For Possible Action: Natural Resources Conservation Service (NRCS) report

B For Possible Action: National Association of Conservation Districts (NACD) report

C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report

D For Possible Action: Nevada Association of Conservation Districts (NvACD) report

7 Discussion/Possible Action (Business)

A For Possible Action: Approval of the Board of Supervisors meeting minutes for January 21, 2020. 5

B For Possible Action: Approval of the NTCD financial report for January 2020 9
As of 1/31/20, the District's Fund balance was \$151,589. This represents the District's available spendable resources, or assets less liabilities. January had a deficit of \$5,602. This was due to a few smaller purchase of computer software and audit fees, POOL/PACT payment and more general fund spending by staff. This was the sixth month of the fiscal year.

B For Possible Action: Approval of the NTCD financial report for February 2020 15
As of 2/29/20, the District's Fund balance was \$143,971. This represents the District's available spendable resources, or assets less liabilities. February had a deficit of \$7,618. This was due to the audit payment of \$10,000. The District had project work to keep the staff busy and no other major expenditures. This was the seventh month of the fiscal year.

C For Possible Action: Approval of NTCD Work Plan and Proposed Budget for Fiscal Year 2021. 21
The District has developed its work plan and proposed budget for the Fiscal Year 2021. This will be submitted to the Nevada Association of Conservations Districts.

ADMINISTRATIVE CALENDAR

Agenda Items

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-
- 8 Consent Calendar items pulled for further discussion**
Item(s) pulled from the Consent Calendar will be heard at this time.
-
- 9 For Possible Action: Approval of the NTCD Financial Statement for Fiscal Year 2019** 30
Beth Farley of Eide Baily will review the Financial Statement for Fiscal Year 2019.
-
- 10 For Possible Action: Approval of the NTCD Financial Report for March 2020** 59
As of 3/31/20, the District's Fund balance was \$141,197. This represents the District's available spendable resources, or assets less liabilities. March had a deficit of \$2,815. There was additional sick time taken this month due to loss of childcare because of COVID-19 which reduced the amount of project work completed. This, in turn, reduced the amount of indirect rate that was brought in by the District. This was the eight month of the fiscal year.
-
- 11 For Possible Action: Pre-Approval of the amendment to the Burke Creek/Rabe Meadow Riparian Restoration Project with the United States Forest Service (USFS) for a total project cost of up to \$500,000 and effective until September 30, 2023.** 65
This project was previously approved in September 2019 for the contract amount of \$247,000. Only \$147,236.43 was awarded. The USFS is proposing to award an additional \$340,000 to the contract. This contract amendment should be ready by the beginning of May.
-
- 12 For Possible Action: Pre-Approval of the Terrestrial Invasive Plant Species Eradication and Control Project with the United States Forest Service (USFS) for a total project cost of up to \$100,000 and effective until September 30, 2023.** 94
The USFS is proposing to award \$100,000 to the District to work with partner agencies in eradicating priority weed populations on and adjacent to USFS property. This contract should be ready in May.
-
- 13 For Possible Action: Pre-Approval of the Marlette SR28 Crossing Realignment and Water Quality Improvement Project with the United States Forest Service (USFS) for a total project cost of up to \$900,000 and effective until September 30, 2023.** 114
The USFS is proposing to award up to \$900,000 to the District to realign Marlette Creek near SR28 for improved stream function, water quality, and fish habitat. This is funding for phase 1 of the project. This contract should be ready in May.
-
- 14 For Possible Action: Adoption of updates to existing personal policies of NTCD to reflect current conditions and federal and state statues and mandates.** 123
The District's personnel policies have not been updated since 2014. New laws and statues have been adopted by state and federal governments which need to be addressed in the policies. Consideration of adoption of updated personal policies of NTCD to reflect current conditions and federal and state statutes and regulations regarding risk management per recommendations of the District's risk management contractor (POOL/PACT). POOL/PACT continually review policies and procedures to reflect changes current laws. The District's personnel policies have always been derived from their guidance and sample policies. Supervisor Martin has reviewed proposed changes and commented on the document.
-
- 15 For Possible Action: Explanation of Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Adoption of the Emergency Paid Sick Leave (EPSL) personal policy for NTCD to reflect federal mandates.** 241
The EFMLEA is an expansion of the existing Family and Medical Leave Act that is currently in our policies. This expansion only affects employees that are not able to work due to a need for childcare. Typically companies and organizations under 50 employees are relieved from this requirement, but this is not the case with EFMLEA. The Emergency Paid Sick Leave Act is a new federal mandate that gives 80 hours of sick leave to any individual with a qualifying event.
-
- 16 For Possible Action: Staff Report**
-
- 17 Supervisor's Comments**
-
- 18 Public Interest Comments**
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PO Box 915
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Board Meeting Minutes

November 19, 2019

10:00 AM

- Location:** Parasol Building, 948 Incline Way, Incline Village, NV
- Present:** Supervisor G. Smith
Supervisor Cook
Supervisor Martin
Supervisor Nelson
Supervisor Sarnoff (phone)
Supervisor Appointee D. Smith (phone)
- M. Kelly, District Manager
D. Olson, Asst. District Manager
- Absent:** Supervisor Berkbigler
Supervisor Perlman-Whyman
Supervisor McCarthy

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

Motion to move all voting items to the beginning of the meeting presented by Supervisor Martin, seconded by Supervisor Cook. Motion carried unanimously.

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

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5 Public Interest Comments (No Action)

CONSENT CALENDAR

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Motion to approve the Consent Calendar removing 6D for discussion presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

Agenda Items

Page #

6 Agency Reports, Discussion/Possible Action

A For Possible Action: Natural Resources Conservation Service (NRCS) report

B For Possible Action: National Association of Conservation Districts (NACD) report

**C For Possible Action: Department of Conservation and Natural Resources
Conservation District Program report**

**D For Possible Action: Nevada Association of Conservation Districts (NvACD)
report – PULLED FOR DISCUSSION**

7 Discussion/Possible Action (Business)

**A For Possible Action: Approval of the Board of Supervisors meeting minutes for
September 15, 2019.**

4

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

9 Approval of the NTCD financial report for October 2019

7

As of 10/31/19, the District's Fund balance was \$136,209. This represents the District's available spendable resources, or assets less liabilities. September had a surplus of \$1,545.19. The District had project work to keep the staff busy and no major expenditures. This was the fourth month of the fiscal year. Asst. District Manager Olson discussed receiving \$25,000 from Douglas County this month and that the audit bill of \$10,000 will be billed next month. Motion to approve the October 2019 financials presented by Supervisor Martin, Seconded by Supervisor Nelson. Carried unanimously.

10 Approval of staff compensation and pay scale adjustments.

14

Supervisor G. Smith discussed the need for an adjustment to the salary pay scale which has not been updated since 2006. Asst. District Manager Olson presented the current salary ranges, Tahoe Resource Conservation District's salary survey, and a job posting for an engineer at South Tahoe Public Utility District (STPUD). District Manager Kelly recommended a 10% increase to the maximum salary ranges on which Supervisor Martin agreed and recommended a 5% increase to the minimum salary ranges. This was discussed by the rest of the board with Supervisor Appointee D. Smith agreeing that the District needs to keep their salaries in alignment with local and regional ranges. He also noted that Washoe County is currently going through the same process of updating their salary ranges. Supervisor Martin presented to adjust the current salary ranges by increasing the minimum by 5% and maximum by 15%. Seconded by Supervisor Sarnoff. Motion carried unanimously.

The discussion then turned to compensation of current staff. District Manager Kelly will be responsible to determine staff compensation as she deems necessary. Supervisor Martin discussed the current job opening at STPUD and felt that her salary should be commensurate with this. Supervisor Smith and District Manager Kelly then discussed a '5-year plan' to make sure there is work towards redundancy and that this job should not hold her back from future opportunities. A motion to increase District Manager Kelly's salary to \$120,000 was presented by Supervisor Martin. Seconded by Supervisor Nelson. Motion carried unanimously.

11 Acceptance of \$250k private donation for SEZ restoration at Brautovich Park.

This joint project between Douglas County and NTCD aims to restore a large portion of a historic stream environment zone (SEZ) of Brautovich Park. The project will be funded by a one-time private donation of \$250,000. NTCD will be responsible for developing engineering plans, permits and completion of the SEZ restoration portion of the project. District Manager Kelly explained that this project came out of discussions while she was on the Douglas County Parks and Recreation Commission. The funds are from a private source due to Tahoe Regional Planning Agency (TRPA) mitigation requirements. The funds will be pre-paid to the District and oversight will be done by Douglas County and the TRPA. Additional funds will be sought from Douglas County and potentially other sources to pay for turf and a playground. A motion to approve the Brautovich Park Restoration project and acceptance of the private donation for \$250,000 was presented by Supervisor Sarnoff. Seconded by Supervisor Cook. Motion carried unanimously.

8 Consent Calendar items pulled for further discussion: 6D

Supervisor Martin discussed that the NvACD annual meeting focused on soil health. He distributed a 2019 grant opportunity for 9 million dollars in technical assistance to do Environmental Quality Incentives Program (EQIP) projects. The 2020 grant should be out in January. This could provide a good platform to work with Natural Resources Conservation Service (NRCS) on engineering projects around Nevada. Supervisor Martin will schedule a meeting with District Manager Kelly and Larry Hicks, a conservation district employee in Wyoming that has done similar work with NRCS, to discuss what he has done and how he has worked with EQIP and NRCS.

12 For Possible Action: Staff Report

District Manager Kelly: Nevada Department of Transportation (NDOT) Assistance Grant has about \$500,000 left after this year's construction season. NDOT is considering either ramping up construction for next year or extending the grant.

There is current work with the Forest Service on a beaver dam issue in Rabe Meadow. This has been problematic all summer, causing flooding and is undermining the bike path. Discussed doing a tour of the Bentley distillery and farm for a holiday party. Supervisor Nelson said he would try to plan this.

13 Supervisor's Comments

Supervisor Nelson: Need to put NRCS partnership with the EQIP on the next board agenda.

14 Public Interest Comments

15 For Possible Action: Motion to Adjourn

Motion to adjourn presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

	INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
	NV TAHOE CONSERVATION DIST.	January 2020	YTD July 2019 -June 2020	Budget	Variance Favorable (Unfavorable)	58%
General Fund						
Community Grants-Income						
	Carson City			3,000.00	(3,000.00)	0%
	Douglas County		25,000.00	25,000.00	0.00	100%
	NV Division of Conser. District		5,000.00	4,000.00	1,000.00	125%
	Washoe County Community Grant		10,000.00	15,000.00	(5,000.00)	67%
Total Community Grants-Income		0.00	40,000.00	47,000.00	(7,000.00)	85%
Grants-Income					0.00	
	Administration Fee Income				0.00	
	Personnel Cost Income				0.00	
	Wages Weighted Rate-Grant Income				0.00	
	Grants-Income - Other				0.00	
Total Grants-Income		0.00	0.00		0.00	
Income-Pass Thru Subcontractor					0.00	
Interest					0.00	
Miscellaneous Income			(0.01)		(0.01)	
Prior Year Income					0.00	
Services Rendered						
Vehicle Use Income					0.00	
Wage Reimbursements					0.00	
Indirect Cost Income-Ge (GL Shows in Expense Category)		11,481.65	75,419.29	140,500.00	(65,080.71)	54%
TOTAL INCOME		11,481.65	115,419.28	187,500.00	(72,080.72)	62%
EXPENSES						
Advertising-Expense		0.00	0.00		0.00	0%
Building Expense						
	Building Repairs/Maint-Expense	90.00	675.00	1,680.00	1,005.00	40%
Total Building Expense		90.00	675.00	1,680.00	1,005.00	
Conference & Training-Expense						
	Food		250.64		(250.64)	
	Lodging		173.87		(173.87)	
	Parking				0.00	
	Registration Fees		85.00		(85.00)	
	Travel/Transportation				0.00	
	Conference & Training-Expense - Other				0.00	
Total Conference & Training-Expense		0.00	509.51	2,000.00	1,490.49	25%
Deposit Security					0.00	
Donation-Expense			60.00		(60.00)	
Dues and Subscriptions-Expense						
	Membership/Dues District		125.00		(125.00)	
	Membership/Dues Staff		116.00		(116.00)	
	Dues and Subscriptions-Expense - Other			1,000.00	1,000.00	
Total Dues and Subscriptions-Expense		0.00	241.00	1,000.00	759.00	24%
Equipment-Expense					0.00	

	Computer Hardware & Software	671.40	3,180.59	6,610.00	3,429.41	48%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	112.68	870.51	5,000.00	4,129.49	17%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
Total Equipment-Expense		784.08	4,190.21	12,110.00	7,919.79	35%
Insurance-Expense					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
Total Insurance-Expense		0.00	4,624.60	5,000.00	375.40	92%
	Meals - Expense	25.54	76.08		(76.08)	
	Meetings Expense - Other				0.00	
Meetings Expense		25.54	76.08	500.00	500.00	0%
Miscellaneous Expense		0.00	0.01			
Other Expenses				0.00		
Professional Fees-Expense						
	Accounting	8.00	187.98	12,500.00	12,312.02	2%
	Audit	500.00	500.00		(500.00)	
	Bank fees	31.76	204.66	600.00	395.34	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
Total Professional Fees-Expense		539.76	892.64	13,400.00	12,507.36	7%
Rents and Leases						
	Office Space Lease	1,250.00	8,750.00	15,000.00	6,250.00	58%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
Total Rents and Leases		1,250.00	8,610.89	15,000.00	6,389.11	57%
Service Charges			0.00		0.00	0%
Subcontractor Fees-Expense					0.00	
	Other			0.00	0.00	
Total Subcontractor Fees-Expense		0.00	0.00	0.00	0.00	
Supplies-Expense						
	Office Supplies	69.46	108.11	2,000.00		
	Photocopies					
	Postage and Delivery		197.4	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other		317.68	500.00	182.32	64%
Total Supplies-Expense		69.46	623.19	3,700.00	3,076.81	17%
Telecommunications						
	Internet Fees	120.00	120.00	150.00	30.00	80%
	Long Distance				0.00	
	Phone Services			5,000.00	5,000.00	0%
	Telephone-Expense - Other	406.47	1,800.86		(1,800.86)	
Total Telecommunications-Expense		526.47	1,920.86	5,150.00	3,229.14	37%

Vehicles-Expense						0.00	
	District Vehicle Use		(1,858.32)	(2,500.00)			
	Fuel-Expense		677.28	2,000.00	1,322.72	34%	
	License & Maintenance		505.79	1,500.00	994.21	34%	
	Mileage Reimbursement Expense		3.48	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense		0.00	(671.77)	1,100.00	1,771.77	-61%	
Wages							
	Payroll Clearing Account	1,376.39	911.03				
	Wages - Asst. Dist. Mgr (DO)	7,872.35	42,106.74				
	Wages-ES III (DF)	2,455.72	20,718.74				
	Professional Engineer (MG)	1,427.74	11,626.03				
	Professional Engineer (MK)	2,702.65	24,686.19				
	Wages - Other	0.90	8.27				
	Uncompensated Absence-Reimb Exp	(2,193.60)	(30,318.50)				
Total Wages		13,642.15	69,738.50	110,000.00	40,261.50	63%	
Wages-Overhead/Fringe						0.00	
	Long Term Disability	156.23	1,093.61	1,860.00			
	Misc Payroll Expense						
Total Wages-Overhead/Fringe		156.23	1,093.61	1,860.00	766.39	59%	
Total Wages/Ovrhead		13,798.38	70,832.11	111,860.00	41,027.89	122%	
Revolving Account							
TOTAL EXPENSES (No Indirect included)		17,083.69	92,584.33	172,500.00	79,915.67	54%	
NET REVENUE OVER/(UNDER) EXPENSES		(5,602.04)	22,834.95				
Fund Balance (total equity)		\$ 151,589					

Nevada Tahoe Conservation District

Balance Sheet

04/08/20

As of January 31, 2020

Accrual Basis

	<u>Jan 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	289,289.93
Total Checking/Savings	<u>289,290.78</u>
Accounts Receivable	
Accounts Receivable	132,942.73
Total Accounts Receivable	<u>132,942.73</u>
Total Current Assets	422,233.51
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	<u>1,250.00</u>
TOTAL ASSETS	<u>423,483.51</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	12,899.17
Total Accounts Payable	<u>12,899.17</u>
Other Current Liabilities	
Deferred Income-Brautovich Park	244,773.80
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	12,232.95
Payroll Liabilities	
NV Unemployment Payable	318.50
Total Payroll Liabilities	<u>318.50</u>
Total Other Current Liabilities	<u>258,995.02</u>
Total Current Liabilities	<u>271,894.19</u>
Total Liabilities	271,894.19
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	22,834.95
Total Equity	<u>151,589.32</u>
TOTAL LIABILITIES & EQUITY	<u>423,483.51</u>

Nevada Tahoe Conservation District
A/R Aging Summary
As of January 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Beach Club Development Phase II	3,398.23	0.00	0.00	0.00	0.00	3,398.23
Caltrans Road RAM	0.00	0.00	0.00	4,755.47	1,027.57	5,783.04
Douglas Co AQ Kahle	4,031.78	0.00	4,566.16	1,052.75	0.00	9,650.69
Douglas County Assistance	3,903.58	0.00	7,200.13	0.00	0.00	11,103.71
NDEP 2018 LCCP	2,040.18	0.00	0.00	0.00	0.00	2,040.18
NDOT 2018 LCCP	7,938.15	0.00	2,636.56	4,185.94	0.00	14,760.65
NDOT Assistance	10,375.86	0.00	7,954.98	42,150.52	0.00	60,481.36
TahoeRCD 2019 RSWMP	0.00	0.00	578.21	173.87	59.31	811.39
TRCD RSWMP 2020	689.13	0.00	0.00	0.00	0.00	689.13
TRPA SSH	0.00	0.00	3,000.00	0.00	0.00	3,000.00
USBOR RWC Continuation	223.52	0.00	0.00	0.00	0.00	223.52
USFS Burke Watershed	7,616.50	0.00	5,828.28	1,052.75	0.00	14,497.53
Washoe Co 2018 LCCP	1,534.55	0.00	2,592.43	0.00	0.00	4,126.98
Washoe Co Lower Wood Creek	0.00	0.00	182.02	0.00	0.00	182.02
Wildscape Bijou Park Creek	416.26	0.00	1,030.56	747.48	0.00	2,194.30
TOTAL	<u>42,167.74</u>	<u>0.00</u>	<u>35,569.33</u>	<u>54,118.78</u>	<u>1,086.88</u>	<u>132,942.73</u>

Nevada Tahoe Conservation District
A/P Aging Summary
As of January 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Frontier	406.47	0.00	0.00	0.00	0.00	406.47
Monica Grammenos AP	40.94	0.00	0.00	0.00	0.00	40.94
Nichols Consulting Engineers Corm	0.00	917.50	0.00	0.00	0.00	917.50
PERS, State of Nevada	7,800.56	0.00	0.00	0.00	0.00	7,800.56
Wells Fargo Business Card Olson	783.70	0.00	0.00	0.00	0.00	783.70
Western Botanical Services, Inc.	0.00	2,950.00	0.00	0.00	0.00	2,950.00
TOTAL	<u>9,031.67</u>	<u>3,867.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,899.17</u>

	INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
	NV TAHOE CONSERVATION DIST.	February 2020	YTD July 2019 -June 2020	Budget	Variance Favorable (Unfavorable)	67%
General Fund						
Community Grants-Income						
	Carson City			3,000.00	(3,000.00)	0%
	Douglas County		25,000.00	25,000.00	0.00	100%
	NV Division of Conser. District		5,000.00	4,000.00	1,000.00	125%
	Washoe County Community Grant		10,000.00	15,000.00	(5,000.00)	67%
Total Community Grants-Income		0.00	40,000.00	47,000.00	(7,000.00)	85%
Grants-Income						
	Administration Fee Income				0.00	
	Personnel Cost Income				0.00	
	Wages Weighted Rate-Grant Income				0.00	
	Grants-Income - Other				0.00	
Total Grants-Income		0.00	0.00		0.00	
Income-Pass Thru Subcontractor						
Interest						
Miscellaneous Income						
			(0.01)		(0.01)	
Prior Year Income						
Services Rendered						
Vehicle Use Income						
Wage Reimbursements						
	Indirect Cost Income-Ge (GL Shows in Expense Category)	13,073.03	88,492.32	140,500.00	(52,007.68)	63%
TOTAL INCOME		13,073.03	128,492.31	187,500.00	(59,007.69)	69%
EXPENSES						
Advertising-Expense						
Building Expense						
	Building Repairs/Maint-Expense	135.00	810.00	1,680.00	870.00	48%
Total Building Expense		135.00	810.00	1,680.00	870.00	
Conference & Training-Expense						
	Food		250.64		(250.64)	
	Lodging		173.87		(173.87)	
	Parking				0.00	
	Registration Fees		85.00		(85.00)	
	Travel/Transportation				0.00	
	Conference & Training-Expense - Other				0.00	
Total Conference & Training-Expense		0.00	509.51	2,000.00	1,490.49	25%
Deposit Security						
Donation-Expense						
			60.00		(60.00)	
Dues and Subscriptions-Expense						
	Membership/Dues District		125.00		(125.00)	
	Membership/Dues Staff		116.00		(116.00)	
	Dues and Subscriptions-Expense - Other			1,000.00	1,000.00	
Total Dues and Subscriptions-Expense		0.00	241.00	1,000.00	759.00	24%
Equipment-Expense						

	Computer Hardware & Software	1,631.02	4,811.61	6,610.00	1,798.39	73%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	103.38	973.89	5,000.00	4,026.11	19%
	Repairs & Maintenance Equipment	21.22	21.22		(21.22)	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
Total Equipment-Expense		1,755.62	5,945.83	12,110.00	6,164.17	49%
Insurance-Expense					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
Total Insurance-Expense		0.00	4,624.60	5,000.00	375.40	92%
	Meals - Expense	69.52	145.60		(145.60)	
	Meetings Expense - Other				0.00	
Meetings Expense		69.52	145.60	500.00	500.00	0%
Miscellaneous Expense		0.00	0.01			
Other Expenses				0.00		
Professional Fees-Expense						
	Accounting	8.00	195.98	12,500.00	12,304.02	2%
	Audit	10,000.00	10,500.00		(10,500.00)	
	Bank fees	34.69	239.35	600.00	360.65	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
Total Professional Fees-Expense		10,042.69	10,935.33	13,400.00	2,464.67	82%
Rents and Leases						
	Office Space Lease	1,250.00	10,000.00	15,000.00	5,000.00	67%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
Total Rents and Leases		1,250.00	9,860.89	15,000.00	5,139.11	66%
Service Charges			0.00		0.00	0%
Subcontractor Fees-Expense					0.00	
	Other			0.00	0.00	
Total Subcontractor Fees-Expense		0.00	0.00	0.00	0.00	
Supplies-Expense						
	Office Supplies		108.11	2,000.00		
	Photocopies					
	Postage and Delivery		197.4	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other		317.68	500.00	182.32	64%
Total Supplies-Expense		0.00	623.19	3,700.00	3,076.81	17%
Telecommunications						
	Internet Fees		120.00	150.00	30.00	80%
	Long Distance				0.00	
	Phone Services			5,000.00	5,000.00	0%
	Telephone-Expense - Other	430.86	2,231.72		(2,231.72)	
Total Telecommunications-Expense		430.86	2,351.72	5,150.00	2,798.28	46%

Vehicles-Expense						0.00	
	District Vehicle Use		(1,858.32)	(2,500.00)			
	Fuel-Expense	37.65	714.93	2,000.00	1,285.07	36%	
	License & Maintenance		505.79	1,500.00	994.21	34%	
	Mileage Reimbursement Expense		3.48	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense		37.65	(634.12)	1,100.00	1,734.12	-58%	
Wages							
	Payroll Clearing Account	(557.06)	353.97				
	Wages - Asst. Dist. Mgr (DO)	6,297.68	48,404.42				
	Wages-ES III (DF)	1,233.04	21,951.78				
	Professional Engineer (MG)	1,094.30	12,720.33				
	Professional Engineer (MK)	2,509.18	27,195.37				
	Wages - Other	0.14	8.41				
	Uncompensated Absence-Reimb Exp	(3,763.72)	(34,082.22)				
Total Wages		6,813.56	76,552.06	110,000.00	33,447.94	70%	
Wages-Overhead/Fringe						0.00	
	Long Term Disability	156.23	1,249.84	1,860.00			
	Misc Payroll Expense						
Total Wages-Overhead/Fringe		156.23	1,249.84	1,860.00	610.16	67%	
	Total Wages/Ovrhead	6,969.79	77,801.90	111,860.00	34,058.10	137%	
Revolving Account							
	TOTAL EXPENSES (No Indirect included)	20,691.13	113,275.46	172,500.00	59,224.54	66%	
	NET REVENUE OVER/(UNDER) EXPENSES	(7,618.10)	15,216.85				
	Fund Balance (total equity)	\$ 143,971					

Nevada Tahoe Conservation District

Balance Sheet

04/08/20

As of February 29, 2020

Accrual Basis

	<u>Feb 29, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	309,139.95
Total Checking/Savings	<u>309,140.80</u>
Accounts Receivable	
Accounts Receivable	97,252.34
Total Accounts Receivable	<u>97,252.34</u>
Total Current Assets	406,393.14
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	<u>1,250.00</u>
TOTAL ASSETS	<u>407,643.14</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,551.86
Total Accounts Payable	<u>11,551.86</u>
Other Current Liabilities	
Deferred Income-Brautovich Park	236,938.30
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	12,873.48
Payroll Liabilities	
NV Unemployment Payable	638.51
Total Payroll Liabilities	<u>638.51</u>
Total Other Current Liabilities	<u>252,120.06</u>
Total Current Liabilities	<u>263,671.92</u>
Total Liabilities	263,671.92
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	15,216.85
Total Equity	<u>143,971.22</u>
TOTAL LIABILITIES & EQUITY	<u>407,643.14</u>

Nevada Tahoe Conservation District
A/R Aging Summary
As of February 29, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Beach Club Development Phase II	258.01	3,398.23	0.00	0.00	0.00	3,656.24
Caltrans Road RAM	2,947.34	0.00	0.00	0.00	0.00	2,947.34
Douglas Co AQ Kahle	2,124.69	4,031.78	0.00	0.00	0.00	6,156.47
Douglas County Assistance	8,524.24	0.00	0.00	0.00	0.00	8,524.24
NDEP 2020 LCCP	3,978.98	0.00	0.00	0.00	0.00	3,978.98
NDOT 2018 LCCP	8,511.10	7,938.15	2,636.56	0.00	4,185.94	23,271.75
NDOT Assistance	5,987.86	10,375.86	7,954.98	0.00	0.00	24,318.70
TahoeRCD 2019 RSWMP	0.00	0.00	578.21	0.00	173.87	752.08
TRCD RSWMP 2020	0.00	689.13	0.00	0.00	0.00	689.13
TRPA SSH	0.00	0.00	0.00	3,000.00	0.00	3,000.00
USFS Burke Watershed	5,667.80	7,616.50	0.00	0.00	0.00	13,284.30
Washoe Co 2018 LCCP	0.00	1,534.55	2,592.43	0.00	0.00	4,126.98
Washoe Co Lower Wood Creek	0.00	0.00	182.02	0.00	0.00	182.02
Wildscape Bijou Park Creek	917.29	416.26	1,030.56	0.00	0.00	2,364.11
TOTAL	<u>38,917.31</u>	<u>36,000.46</u>	<u>14,974.76</u>	<u>3,000.00</u>	<u>4,359.81</u>	<u>97,252.34</u>

Nevada Tahoe Conservation District
A/P Aging Summary
 As of February 29, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Dana Olson AP	50.46	0.00	0.00	0.00	0.00	50.46
Frontier	0.00	406.47	0.00	0.00	0.00	406.47
Konica Minolta Business Solutions	0.00	103.38	0.00	0.00	0.00	103.38
Meghan Kelly	0.00	37.65	0.00	0.00	0.00	37.65
Monica Grammenos AP	27.72	0.00	0.00	0.00	0.00	27.72
PERS, State of Nevada	7,800.56	0.00	0.00	0.00	0.00	7,800.56
Wells Fargo Business Card Kelly	2,665.54	0.00	0.00	0.00	0.00	2,665.54
Wells Fargo Business Card Olson	460.08	0.00	0.00	0.00	0.00	460.08
TOTAL	<u>11,004.36</u>	<u>547.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,551.86</u>



Nevada Tahoe Conservation District

NTCD ANNUAL WORKPLAN FY 2021

Prepared: April 7, 2020



INTRODUCTION

The Nevada Tahoe Conservation District (NTCD) is part of approximately 3,000 Conservation Districts functioning in all 50 States and U.S. Territories. Conservation Districts are sub-divisions of State government and are unique locally led conservation agencies with our roots dating back to the dust bowl era. Districts provide natural resource and conservation practices management and technical assistance to land occupiers (owners, renters, and producers) as well as work cooperatively with Federal, State, and Local governments in the delivery of conservation programs.

The Nevada Tahoe Conservation District is one of 28 Conservation Districts functioning under the auspices of Nevada Revised Statute, Chapter 548. The District is a Governmental Subdivision of the State of Nevada and a public body corporate created in 1976. The District encompasses all the land in the Lake Tahoe Basin residing in the State of Nevada including portions of Douglas and Washoe Counties and the Carson City Rural Area. In addition, the District has a formal partnering relationship with our California counterpart, the Tahoe Resource Conservation District.

The Nevada Tahoe Conservation District is Nevada Lake Tahoe's local conservation agency and source for technical assistance. The District is a non-regulatory and grant funded agency that works closely with its Federal, State, and Local partners to deliver conservation programs to the Nevada Lake Tahoe Community. The District is guided by a Board of Supervisors made up of elected and appointed community leaders. The Board of Supervisors provides direction to the District's full-time staff in carrying out the District's mission statement, vision, and guiding principles. As described in our mission statement, the District seeks to provide its constituents with superior technical assistance, educational resources, and conservation leadership with the goal of protecting Lake Tahoe's natural resources.

(COVER PHOTO - NTCD ENVIRONMENTAL SCIENTIST PERFORMING BMP RAM)

NTCD OPERATIONS AND ADMINISTRATION

1. Continue community, state and government awareness of NTCD and its programs by continually updating the NTCD Website and giving public presentations within the community.
2. Continuing review and update of comprehensive District policies and procedures adopted by NTCD Board of Supervisors.
3. Continue a training program with funding to support technical, professional, and human resource training for all District staff.
4. Continue to revise and adapt job descriptions for all current and future positions for the District.
5. Development of a comprehensive finance/funding plan for FY 2022 for review and approval by the NTCD Board of Supervisors.
6. Maintain an operational budget of 12 months and operational reserve one month or more in advance.
7. Update the records retention and rotate out files and information no longer viable.
8. Coordinate budget responsibilities between the District Manager to the Administrator.
9. Participate in the Tahoe Inter-Agency Executives Steering Committee meetings.
10. Participate in the Lake Tahoe Summit.
11. Coordinate the Annual Audit in compliance with State and Federal statutes.

PROJECT WORK FOCUS

NTCD is actively involved in many conservation programs and projects with our partners in the Lake Tahoe Basin. Several of our projects continue efforts that have been ongoing for many years, while, others are just beginning. The following information outlines the district project objectives for NTCD during the upcoming work year.

ENGINEERING PROJECTS

1. Provide technical oversight, design, permitting, and construction contracting of water quality and stream restoration projects funded by various grants.
2. Continue monitoring the Rosewood Creek Restoration Continuation Project and the Rosewood Creek Area A SEZ Restoration Project.
3. Plan, design, and implement the various projects within the Burke Creek Watershed and Kahle Drive vicinity in collaboration with the USFS, NDOT, NDSL, Oliver Park, Tahoe Transportation District, Tahoe Beach Club, and Douglas County.
4. Plan and design the Marlette Creek SR28 Crossing Realignment and Water Quality Improvement Project in collaboration with the USFS, NDOT, NDSL, Tahoe Transportation District, and Washoe County.
5. Plan various “community-based” area-wide stormwater treatment projects in collaboration with EPA, TRPA, and project area stakeholders.
6. Design and implement the Brautovich SEZ Restoration and Park Rehabilitation Project in collaboration with Douglas County and the TRPA.
7. Assist NDOT with design and permitting of various stormwater outfalls and construct projects using design-build relationship with contractor.
8. Assist Douglas County with various stormwater projects and modeling.
9. Assist Washoe County with various engineering projects in the Lake Tahoe Basin.
10. Assist the Incline Village General Improvement District with design, permitting, and implementation of the Burnt Cedar Beach Erosion Control Project.
11. Design and assist with permitting for the City of South Lake Tahoe Bijou Park Creek Erosion Control Project In partnership with Wildscape Engineering.

12. Assist the City of South Lake Tahoe, Tahoe Resource Conservation District, and Tahoe Transportation District with various engineering projects.

SCIENCE AND CONSERVATION PROJECTS

1. Continue development of a stormwater infrastructure inventory and performance tracking architecture in Nevada-Tahoe. Work with Washoe county to merge all assets into one database that Washoe County will host in house.
2. Work closely with the Regional Stormwater Monitoring Programs to establish a robust data inventory and collection/analysis protocol for stormwater quality in the Tahoe basin.
3. Continue to provide assistance to Washoe and Douglas Counties and NDOT to implement various aspects of the (Total Maximum Daily Load) TMDL tracking program.
4. Assist the Tahoe Transportation District with TMDL stormwater modeling for the US-50 Bypass Project.
5. Continue partnership with EPA to complete Community Watershed Planning Project in in the Lake Tahoe Basin. Focus topics include:
 - a. Stormwater Management
 - b. Public/private joint activities
 - c. Public outreach
 - d. BMP implementation
 - e. BMP Maintenance outreach and program development
 - f. Forest health
 - g. Other conservation elements including: Water Conservation, Noxious Weed Abatement, Defensible Space, Nutrient Management, etc.
6. Seek out and secure funding to continue invasive weed abatement efforts and outreach for the 2020 field season and beyond. Focus will be to assist private property owners and eradication efforts of priority invasive weeds. Continue to work with the Lake Tahoe Basin Weed Coordinating Group and attend quarterly meetings.
7. Continue work on Tahoe Yellow Cress (TYC) outreach and conservation planning to assist lakefront homeowners with the conservation of habitat and protection of TYC populations. Attend the quarterly TYC Adaptive Management Working Group (AMWG) meetings. Work with California Fish and Wildlife Service,



Nevada Department of Forestry and the Tahoe Regional Planning Agency to develop a lake wide Safe Harbor Agreement. As funding allows.

8. Work on possible funding to allow NTCD to focus on forest health outreach for 2021-2022.
9. Work on possible funding to allow NTCD to focus on water conservation and vegetation selection outreach for 2021-2022.
10. Work on possible funding to continue community-based urban agriculture in Lake Tahoe's south shore.

MONITORING FOCUS

1. Develop proposals to answer Nevada TMDL quality questions and inform future EIP water quality/erosion control projects for Nevada implementers and funders. Submit to appropriate funders including NDEP, NDSL, BOR, and USFS.
2. Monitor the water quality associated with the Rosewood Creek Area A restoration and the Continuation Project downstream.
3. Work with local jurisdictions to register catchments to gain clarity credits to meet the TMDL.
4. Conduct Nearshore Human Health water quality monitoring for the Tahoe Regional Planning Agency.
5. Assist Nevada Department of Transportation, California Department of Transportation, and Washoe County with BMP and Road RAM (Rapid Assessment Methodologies) in order to comply with regulations and requirements of their TMDL needs.

PUBLIC OUTREACH FOCUS

Public Outreach is extremely important to the District's ability to engage and inform our outreach stakeholder constituency in Nevada Lake Tahoe consisting of Regulators, Funders, Implementers, Property Owners, General Improvement Districts (GIDs) and Homeowner Associations (HOAs). All of our staff and programs are responsible for outreach, including the four main functions: Advocacy, Outreach, and Environmental Policy. This year we plan to collaborate with the Tahoe Resource Conservation District to expand our outreach efforts.

Funders and Partners

FEDERAL

USDA Natural Resources Conservation Service
USDA Forest Service
USDOI Bureau of Reclamation
US Army Corps of Engineers
US Environmental Protection Agency

STATE

Nevada Division of Environmental Protection
Nevada Department of Transportation
Nevada Division of State Lands
Department of Conservation and Natural Resources Conservation District Program
Nevada Division of Forestry
Nevada Department of Wildlife
Nevada Association of Conservation Districts
Nevada Conservation Commission
University of Nevada, Cooperative Extension
California Department of Transportation

Local

Tahoe Regional Planning Agency
Tahoe Resource Conservation District, California
Washoe County
Douglas County
Placer County, California
El Dorado County, California
City of South Lake Tahoe
Zephyr Cove GID
Marla Bay GID
Skyland GID
Oliver Park GID
Lakeridge GID
Incline Village GID
Kingsbury GID
Roundhill GID
Tahoe Transportation District
PineWild HOA

Private

Wildscape Engineering
South Shore Transportation Management Association
Tahoe Beach Club
Edgewood Tahoe
Lakeside Inn & Casino
Barton Health

PROPOSED BUDGET

Nevada Tahoe Conservation District

ESTIMATE OF RECEIPTS

For the Fiscal Year Ending June 30, 2021

RECEIPT SOURCE	AMOUNT
State Funds	350,000
County Funds	160,000
City Funds	20,000
Other Government Funds (specify) Federal	400,000
Administrative Income (specify)	
Interest – CD, Savings and Checking	
Grants for projects (specify)	
Rental Income (equipment, etc.)	
Contributions	
Building/Property Rental Fees	
Other Sources of Income - Private	200,000
<i>TOTAL INCOME</i>	1,130,000

(INCOME ESTIMATE MUST EQUAL EXPENSE ESTIMATE)

Nevada Tahoe Conservation District

ESTIMATE OF EXPENDITURES

For the Fiscal Year Ending June 30, 2021

EXPENDITURE	AMOUNT
Employee Salary	415,000
Fringe Benefit Expense	228,250
Travel	0
Building Rent	15,000
Telephone	3,000
Insurance	5,000
Postage	719
Advertising Expense	300
Office Supplies	2,000
Education & Information Expenses	400
Equipment Purchase (specify) Computers	500
Equipment Expenses (maintenance, repair, operation)	2,000
Dues – NvACD	600
Dues – NACD	200
Dues - Other	400
Mileage	0
Investments (specify)	0
Internet	120
Bond and Insurance Expenses	0
Project Costs: Subcontractor	446,011
Licenses and Permits	0
Other Expenses (specify) Professional Fees	10,500
Depreciation Expense	0
TOTAL EXPENSES	1,130,000

(INCOME ESTIMATE MUST EQUAL EXPENSE ESTIMATE)

Submit by June 1st to: State Conservation Districts Program

FAX: 775-684-2717



Financial Statements
June 30, 2019

Nevada Tahoe Conservation District

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Independent Auditor's Report

To the Board of Supervisors
Nevada Tahoe Conservation District
Reno, Nevada

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and fund information of Nevada Tahoe Conservation District (District), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund, of Nevada Tahoe Conservation District, as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and pension information on pages 3-6 and 19-20, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the management's discussion and analysis and pension information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

The budgetary comparison information on page 21 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated January 9, 2020 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Nevada Tahoe Conservation District's internal control over financial reporting and compliance.

Eide Sully LLP

Reno, Nevada
January 9, 2020

As management of the Nevada Tahoe Conservation District (“District”), we offer readers of the financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here in conjunction with the District’s basic financial statements, which begin on page 8.

FINANCIAL HIGHLIGHTS

- The liabilities and deferred inflows of the District exceeded its assets and deferred outflows at the close of the most recent fiscal year by \$698,735, an increase of \$78,907.
- The District had total revenue of \$2,210,611 and program expenses of \$2,131,704. Revenues and expenses increased over prior year due to a significant increase in subcontractor work and related grant reimbursements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis is intended to serve as an introduction to the District’s basic financial statements. The District’s basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS: The government-wide financial statements are designed to provide readers with a broad overview of the District’s finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the District’s assets, deferred outflows, liabilities, and deferred inflows with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements report on the function of the District that is principally supported by intergovernmental revenue.

FUND FINANCIAL STATEMENTS: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District only has one fund which is a governmental fund as described below.

Governmental Funds - The District's general fund accounts for all financial resources of the District. The general fund is used to account for essentially the same function reported as government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenue, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between the governmental funds and governmental activities.

NOTES TO THE BASIC FINANCIAL STATEMENTS - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 10 through 20.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, net position was a deficit of \$698,735 at the close of the most recent fiscal year.

The value of the District's capital assets, net of accumulated depreciation, is \$2,937 at June 30, 2019. Any investment in capital assets restricts the use of assets for future spending. The unrestricted net position of the District is available for future use to provide program services.

	<u>2019</u>	<u>2018</u>	<u>\$ Change</u>	<u>% Change</u>
Current and other assets	\$ 219,326	\$ 204,248	\$ 15,078	7.38%
Capital assets, net	2,937	4,773	(1,836)	-38.47%
Deffered outflows of resources- pension requirement	<u>94,149</u>	<u>90,947</u>	<u>3,202</u>	3.52%
Total assets and deffered outflows of resources	<u>316,412</u>	<u>299,968</u>	<u>16,444</u>	5.48%
Current liabilities	90,571	90,664	(93)	-0.10%
Net pension liability	641,755	649,321	(7,566)	-1.17%
Deferred inflows of resources- pension requirement	<u>282,821</u>	<u>337,625</u>	<u>(54,804)</u>	-16.23%
Total liabilities and deferred inflows of resources	<u>1,015,147</u>	<u>1,077,610</u>	<u>(62,463)</u>	-5.80%
Net position	<u>\$ (698,735)</u>	<u>\$ (777,642)</u>	<u>\$ 78,907</u>	-10.15%

During the year, the District's net position decreased by \$78,907. The District's approved Indirect Cost Rate changed to 39.76% for fiscal year 2019 from 40.00% in prior-year.

	2019	2018	\$ Change	% Change
Revenue				
Grants	\$ 2,210,611	\$ 689,312	\$ 1,521,299	220.70%
Other Revenue	-	1,869	(1,869)	-100.00%
Total revenues	<u>2,210,611</u>	<u>691,181</u>	<u>1,519,430</u>	<u>219.83%</u>
Expenses				
Salaries and employee benefit:	353,871	396,820	(42,949)	-10.82%
Services and Supplies	1,775,997	231,658	1,544,339	666.65%
Depreciation	1,836	3,579	(1,743)	-48.70%
Total expenses	<u>2,131,704</u>	<u>632,057</u>	<u>1,499,647</u>	<u>237.26%</u>
Change in net position	78,907	59,124	19,783	33.46%
Net position, beginning of year, as previously reported	(777,642)	(798,014)	20,372	-2.55%
Prior period adjustment	-	(38,752)	38,752	-100.00%
Net position, beginning of year as restated	<u>(777,642)</u>	<u>(836,766)</u>	<u>59,124</u>	<u>-7.07%</u>
Net position, end of year	<u>\$ (698,735)</u>	<u>\$ (777,642)</u>	<u>\$ 78,907</u>	<u>-10.15%</u>

YEAR END POSITION

The overall financial position shows a negative net position due to the required governmental accounting requirement in 2015 change in accounting policy to reflect the net pension liability.

CHANGES IN FUND BALANCE AND NET POSITION

The differences between the government-wide net position and the general fund balance are fixed assets, long-term liability in accrued compensated absences, deferred inflows and deferred outflows of resources, and the net pension liability.

CAPITAL ASSETS AND LONG-TERM DEBT

During the year ended June 30, 2019, the District acquired no new equipment. Depreciation expense during the year totaled \$1,836. No long-term debt was incurred during the year ended June 30, 2019.

BUDGETARY REQUIREMENTS

The District is not required to comply with budgetary requirements, as stated in Nevada Revised Statutes (NRS) 354; therefore, the budgetary information is provided as supplementary information only.

ECONOMIC FACTORS AND POTENTIAL FINANCIAL CHANGES IN THE FUTURE

Because the majority of the District's income is through grant funds that normally span 5 years or less, the financial outlook is always fluctuating, and it can be difficult to predict. The District continues to search for new programs and funding sources as economic and environmental changes affect the Lake Tahoe Basin.

Because the District is facing a potential reduction in funding, the District has proactively reduced its indirect costs by reducing administrative payroll costs.

Fiscal year 2020 is projected to have no increase or decrease in net position.

REQUESTS FOR INFORMATION

This financial report is designed to provide the Board, our taxpayers, customers, investors and creditors with a general overview of the District's accountability for the assets it receives and manages. If you have any questions about this report, or need additional financial information, please contact the District Administrator at the following address – P.O. Box 915, Zephyr Cove, Nevada 89448.

Nevada Tahoe Conservation District
Statement of Net Position and Governmental Fund Balance Sheet
June 30, 2019

	General Fund	Adjustments (Note 8)	Statement of Net Position
Assets			
Cash	\$ 52,099	\$ -	\$ 52,099
Prepaid expenses	5,875	-	5,875
Due from other governments	161,352	-	161,352
Capital assets, net of accumulated depreciation	-	2,937	2,937
Total assets	219,326	2,937	222,263
Deferred Outflows of Resources			
Pension requirement	-	94,149	94,149
Total assets and deferred outflows of resources	219,326	97,086	316,412
Liabilities			
Accounts payable	68,415	-	68,415
Accrued compensated absences and payroll liabilities	1,064	16,608	17,672
Grants received in advance	4,484	-	4,484
Total current liabilities	73,963	16,608	90,571
Net pension liability	-	641,755	641,755
Total liabilities, net	73,963	658,363	732,326
Deferred Inflows of Resources			
Pension requirement	-	282,821	282,821
Total liabilities and deferred inflows of resources	73,963	941,184	1,015,147
Fund Balance/Net Position			
Fund balance			
Nonspendable			
Prepaid expenses	5,875	(5,875)	-
Committed			
Accrued expenses	1,064	(1,064)	-
Unassigned	138,424	(138,424)	-
Total fund balance	145,363	(145,363)	-
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 219,326</u>		
Net position			
Invested in capital assets		2,937	2,937
Unrestricted		(701,672)	(701,672)
Total net position		<u>\$ (698,735)</u>	<u>\$ (698,735)</u>

Nevada Tahoe Conservation District
Statement of Activities and Governmental Fund Revenue, Expenditures, and Changes in Fund Balance
Year Ended June 30, 2019

	General Fund	Adjustments (Note 8)	Statement of Activities
Expenses			
Salaries and employee benefits	\$ 420,124	\$ (66,253)	\$ 353,871
Services and supplies	1,775,997	-	1,775,997
Depreciation expense	-	1,836	1,836
Total expenses	<u>2,196,121</u>	<u>(64,417)</u>	<u>2,131,704</u>
General Revenue			
Intergovernmental			
Local	496,183	-	496,183
State	987,391	-	987,391
Federal	696,686	-	696,686
Total intergovernmental	<u>2,180,260</u>	<u>-</u>	<u>2,180,260</u>
Private grants	<u>30,351</u>	<u>-</u>	<u>30,351</u>
Total general revenue	<u>2,210,611</u>	<u>-</u>	<u>2,210,611</u>
Excess (Deficiency) of Revenue over (under) Expenditures	14,490	(14,490)	-
Change in Net Position	-	78,907	78,907
Net Position			
Beginning of Year	<u>130,873</u>	<u>(908,515)</u>	<u>(777,642)</u>
End of Year	<u>\$ 145,363</u>	<u>\$ (844,098)</u>	<u>\$ (698,735)</u>

Note 1 - Summary of Significant Accounting Policies

Nevada Tahoe Conservation District's ("District") financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"), as applied to governmental units. The Governmental Accounting Standards Board ("GASB") is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units.

Reporting Entity

The District was formed pursuant to Nevada Revised Statutes Section 548 to develop comprehensive plans for the conservation of natural resources and administer renewable, natural resource conservation projects located within District boundaries.

Basic Financial Statements – Government-Wide Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Basic Financial Statements - Fund Accounting

The financial transactions of the District are reported in the general fund. The operations of the general fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue, and expenditures. The District's general fund is a governmental fund type. Governmental funds are accounted for on a current financial resources measurement focus. This means that only current assets and current liabilities are generally included on the balance sheets. The recorded fund balance (net current assets) is considered a measure of "available spendable resources." Operating statements for governmental funds present increases (revenue and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period of time.

Available is defined as being due and collected within the current period or within 60 days after fiscal year end. When revenue is due, but will not be collected within 60 days, the receivable is recorded and an offsetting grants received in advance is established.

Basis of Accounting

The District is defined as a single-program special-purpose entity under GASB Statement No. 14, paragraph 131 as amended by GASB Statement No. 39. This classification allows for the preparation of GASB 34 financial statements under an optional reporting method which combines the fund and government-wide statements into a single presentation.

Under standard GASB 34 methodology, the government-wide statement of net position and statement of activities are presented independently from the respective fund balance sheet and statement of revenue, expenditures, and fund balance. A reconciliation of adjustments provided on the modified financial statements demonstrates the changes from the fund financial statements to the government-wide financial statements in order to assist the reader in evaluating these statements. The District has utilized this optional method of presentation.

Cash

Cash is maintained in one commercial bank in Zephyr Cove, Nevada. The District does not currently have a deposit policy related to custodial credit risk.

Due from Other Governments

Contract and grant funds which have been expended, but not yet received, are reported as “due from other governments.”

Capital Assets

Capital assets, which include vehicles, office furniture, and equipment, are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$500 and an estimated useful life of at least one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Capital assets are depreciated using the straight-line method over the estimated useful lives of 3-7 years.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in income for the period.

Accrued Compensated Absences

All regular, permanent employees are granted vacation and sick benefits in varying amounts to specified maximum amounts depending on tenure with the District. The current liability for vacation and sick benefits paid within the first 60 days after the end of the fiscal year is reflected in the fund financial statements. The total estimated liability of vested vacation and sick benefits is reflected in the government-wide financial statements.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Nevada (PERS) and additions to/deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Deferred Outflows and Inflows of Resources

In addition to assets, a separate section is reported for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The changes in proportion and differences between employer contributions and the District's proportionate share of contributions as well as contributions made after the measurement period for pensions qualify for reporting in this category.

In addition to liabilities, a separate section is reported for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. Differences between expected and actual experience and between projected and actual investment earnings on pension plan investments qualify for reporting in this category.

Equity Classifications

In the government-wide financial statements, equity is classified as net position and displayed as follows:

- Invested in capital assets – consists of capital assets, net of accumulated depreciation.
- Restricted net position – consists of net assets with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or (2) law through constitutional provisions or enabling legislation. The District has no items that are restricted net assets.
- Unrestricted net position – all other net assets that do not meet the definition of “investment in capital assets” or “restricted.”

In the governmental fund financial statements, fund balances are classified as follows:

- Nonspendable – represents amounts that are either not in a spendable form or are legally or contractually required to remain intact. The District includes fund balances that have been prepaid for expenses in this category.
- Restricted – represents amounts which can be spent only for specific purposes because of state or federal laws, or externally imposed conditions. The District has no restricted fund balances.
- Committed – represents amounts which can be used only for specific purposes determined by the members of the governing Board's formal action through a resolution or action. The District has committed fund balances for accrued expenses to be paid in the subsequent year.
- Assigned – represents amounts that are intended by the District for specific purposes but do not require action by the governing Board. The District has no assigned fund balances.
- Unassigned – represents all amounts not included in other classifications.

The District's policy is to first apply expenditures against non-spendable fund balances and then unassigned balances. On an annual basis assigned fund balances are determined based upon available resources.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Comparative Data

Comparative data shown for the prior year has been extracted from the 2017-2018 financial statements. It has been provided to add comparability, but is not considered a full disclosure of transactions for 2017-2018. Such information can only be obtained by referring to the audit report for that year.

Note 2 - Compliance with Nevada Revised Statutes (NRS) and the Nevada Administrative Code

The District conformed to all significant statutory constraints on its financial administration.

Note 3 - Cash

The District maintains its checking accounts in commercial banks located in Nevada. By provisions of statutes, the District is required to deposit all money in banks or savings and loans associations located in the state of Nevada. The bank balances at June 30, 2019 totaled \$57,159. Custodial credit risk is the risk that in the event of a bank or brokerage failure, the Board's deposits may not be returned. District's bank deposits are covered by Federal Deposit Insurance Corporation (FDIC) insurance.

Note 4 - Capital Assets

Capital asset activity consists of the following for the year ended June 30:

	2018	Increases	Decreases	2019
Capital assets, being depreciated				
Furniture and fixtures	\$ 73,650	\$ -	\$ (6,141)	\$ 67,509
Equipment	39,788	-	-	39,788
Total capital assets, being depreciated	<u>113,438</u>	<u>-</u>	<u>(6,141)</u>	<u>107,297</u>
Less accumulated depreciation				
Furniture and fixtures	(68,877)	(1,836)	6,141	(64,572)
Equipment	(39,788)	-	-	(39,788)
Total accumulated depreciation	<u>(108,665)</u>	<u>(1,836)</u>	<u>6,141</u>	<u>(104,360)</u>
Capital assets, being depreciated	<u>\$ 4,773</u>	<u>\$ (1,836)</u>	<u>\$ -</u>	<u>\$ 2,937</u>

Note 5 - Accrued Compensated Absences

The following schedule summarizes the changes in accrued compensated absences:

Balance, beginning of year	\$	21,559
Additions		42,315
Uses		<u>(46,202)</u>
 Balance, end of year	 \$	 <u>17,672</u>
 Current portion	 \$	 <u>17,672</u>

Note 6 - Pensions

General Information About the Pension Plan

Plan Description

The Public Employee Retirement System of Nevada (PERS or the System) administers a cost-sharing, multiple-employer, defined benefit public employees' retirement plan which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits Provided

Benefits, as required by NRS, are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010 and for members entering the System on or after July 1, 2015. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

- Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. The System offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death.
- Post-retirement increases are provided by authority of NRS 286.575 – 286.579.

Vesting

- Regular members entering the System prior to January 1, 2010 are eligible for retirement at age 65 with five years of service, at age 60 with 10 years of service, or at any age with thirty years of service. Regular members entering the System on or after January 1, 2010, are eligible for retirement at age 65 with five years of service, or age 62 with 10 years of service, or any age with thirty years of service. Regular members who entered the System on or after July 1, 2015 are eligible for retirement at age 65 with 5 years of service, or at age 62 with 20 years of service or at age 55 with 30 years of service or at any age with 33 1/3 years of service.
- The normal ceiling limitation on monthly benefits allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Both Regular and Police/Fire members become fully vested as to benefits upon completion of five years of service.

Contributions

- The authority for establishing and amending the obligation to make contributions and member contribution rates is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983 have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.
- The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.
- The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450.
- The actuarial funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary.
- For the fiscal years ended June 30, 2019, the statutory employer/employee matching rate and the employer-pay contribution ("EPC") was 14.5% and 28%, respectively, for regular employees.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the District reported a liability of \$641,755 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on total contributions due on wages paid during the measurement period. Each employer's proportion of the net pension liability is based on their combined employer and member contributions relative to the total combined employer and member contributions for all employers for the period ended June 30, 2018. At June 30, 2018, the District's proportion was .00471%.

For the year ended June 30, 2019, the District recognized a negative pension expense of \$25,343. Amounts totaling \$40,229 resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. For the year ended June 30, 2019, the District contributed \$80,458 under the statutory requirements based on covered payroll of \$287,621 which equates to 27.97% overall to the plan. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 20,104	\$ 29,788
Changes of assumptions	33,816	-
Net difference between projected and actual investment earnings on pension plan investments	-	3,055
Changes in proportion and differences between employer contributions and proportionate share of contribution	-	249,978
Contributions subsequent to the measurement date	40,229	-
	\$ 94,149	\$ 282,821

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, without regard to the contributions subsequent to the measurement date, are expected to be recognized in pension expense as follows:

Years ending June 30	
2019	\$ (47,889)
2020	(67,567)
2021	(77,715)
2022	(24,914)
2023	(9,305)
2024	(1,511)
	\$ (228,901)

The net difference between projected and actual investment earnings on pension plan investments will be recognized over five years, all the other above deferred outflows and deferred inflows will be recognized over the average expected remaining services lives, which was 6.22 years for the measurement period ending June 30, 2018.

Reconciliation of the net pension liability at June 30, 2019, is as follows:

Beginning net pension liability	\$	649,321
Pension expense		(25,343)
Employer contributions		(43,655)
Current year net deferred (inflows) and outflows		61,432
		61,432
Ending net pension liability	\$	641,755

Actuarial Assumptions

The System's net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.75%	
Payroll growth	5.00%, including inflation	
Investment rate of return	7.50%	
Productivity salary increases	0.50%	
Projected salary increases	Regular: 4.25% to 9.15%, depending on service	
	Rates include inflation and productivity increases	
Consumer price index	2.75%	
Other assumptions	Same as those used in the June 30, 2018 funding Actuarial valuation	

Actuarial assumptions used in the June 30, 2018 valuation were based on the results of the experience review completed in 2013.

The discount rate used to measure the total pension liability was 7.50% as of June 30, 2018. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, the pension plan's fiduciary net position at June 30, 2018, was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2018.

Investment Policy

The System's policies which determine the investment portfolio target asset allocation are established by the Retirement Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System. The following was the Retirement Board's adopted policy target asset allocation as of June 30, 2018:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Geometric Expected Real Rate of Return</u>
Domestic equity	42%	5.50%
International equity	18%	5.75%
Domestic fixed income	30%	0.25%
Private markets	10%	6.80%

As of June 30, 1899, PERS' long-term inflation assumption was 2.75%.

Discount Rate and Pension Liability Discount Rate Sensitivity

The following presents the net pension liability of the PERS as of June 30, 2018, calculated using the discount rate of 7.50%, as well as what the PERS net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.50%) or 1 percentage-point higher (8.50%) than the current discount rate:

	<u>1% Decrease in Discount Rate (6.5%)</u>	<u>Discount Rate (7.5%)</u>	<u>1% Increase in Discount Rate (8.5%)</u>
Net Pension Liability	\$ 946,976	\$ 641,755	\$ 360,198

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Comprehensive Annual Financial Report (CAFR), available on the PERS website.

Additional Information

Additional information supporting the Schedule of Employer Allocations and the Schedule of Pension Amounts by Employer is located in the PERS CAFR available on the PERS' website at www.nvpers.org under Quick Links – Publications.

Note 7 - Commitments, Contingencies and Risk Management

There were no claims pending or unresolved disputes involving the District at June 30, 2019.

The District receives its revenue from various grants, which are facing potential reductions in funding. Management has proactively reduced its indirect costs, and will continue to monitor funds and adjust accordingly.

The District is exposed to various risks of loss related to torts; thefts of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District has joined together with similar public agencies (cities, counties, and special districts) throughout the State of Nevada to create a pool under the Nevada Interlocal Cooperation Act. The Nevada Public Agency Insurance Pool is a public entity risk pool currently operating as a common risk management and insurance program for its members. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District.

The District has entered into agreements for contract work to be completed totaling approximately \$377,000, with approximately \$370,000 remaining. The District has received grant funding to cover the costs, and all contracts state that the contractor will not be paid until the District receives reimbursement.

The District entered into two memorandums of understanding in 2012 with owner associations in which the District is responsible for maintaining the functionality of restoration of the Rosewood Creek project through 2032. The District's responsibility is to monitor the creek, for which the District had funding through 2017. The District was able to secure additional funding from the Bureau of Reclamation that pays for monitoring of this section of Rosewood Creek through 2022. The District will utilize unrestricted funds in the future. The District believes the financial responsibility to monitor the creek will be immaterial. All subsequent long-term agreements have been taken on by the County or transportation department in which the project resides.

Note 8 - Conversion to Government-Wide Financial Statements

Adjustments on the face of the financial statements were made to the fund balance sheet and statement of revenue, expenditures, and changes in fund balance in order to reconcile the fund financial statements to the government-wide statements of net position and activities. Those differences are reflected below:

Statement of Net Position and Governmental Fund Balance Sheet Adjustments – Increase (Decrease):

- Capitalization of fixed assets of \$107,297, accumulated depreciation of \$104,360 – \$2,937
- Accrued compensated absences – \$16,608
- Pension activity including deferred inflows and outflows of \$188,672
- Net pension liability – \$641,755
- Elimination of fund balance – (\$145,363)
- Inclusion of net position – (\$698,735)

State of Activities and Governmental Fund Revenue, Expenditures, and Changes in Fund Balances Adjustments – Increase (Decrease):

- Increase (decrease) in operating expenditures/expenses:
 - Increase in net pension liability and related deferred inflows and outflows – \$70,087
 - Addition of accrued compensated absences – (\$3,834)
 - Addition of depreciation expense – \$1,836

Nevada Tahoe Conservation District
Schedule of the District's Proportionate Share of the Net Pension Liability
June 30, 2019

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Proportion of the net pension liability	0.00471%	0.00488%	0.00595%	0.00732%	0.00809%
Proportionate share of the net pension liability	\$ 641,755	\$ 649,321	\$ 800,085	\$ 839,213	\$ 842,696
Covered payroll	\$ 310,136	\$ 310,136	\$ 394,201	\$ 365,182	\$ 430,554
Proportionate share of the net pension liability as a percentage of its covered payroll	206.93%	209.37%	202.96%	229.81%	195.72%
Plan fiduciary net position as a percentage of the total pension liability	75.24%	74.40%	72.20%	75.10%	76.30%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until ten years of data is available, the District will present information only for those years for which information is available.

Nevada Tahoe Conservation District
Schedule of Contributions
June 30, 2019

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 80,457	\$ 87,309	\$ 86,776	\$ 90,296	\$ 101,286
Contributions in relation to the contractually required contribution	<u>(80,457)</u>	<u>(87,309)</u>	<u>(86,776)</u>	<u>(90,296)</u>	<u>(101,286)</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 287,621	\$ 311,555	\$ 310,136	\$ 394,204	\$ 365,185
Contributions as a percentage of covered payroll	27.97%	28.02%	27.98%	22.91%	27.73%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until ten years of data is available, the District will present information only for those years for which information is available.



Supplementary Information
June 30, 2019

Nevada Tahoe Conservation District

Nevada Tahoe Conservation District
Statement of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual
Year Ended June 30, 2019

	2019			2018
	Budgeted Amounts	Actual	Variance	Actual (Memorandum Only)
Revenue				
Community grants				
State	\$ -	\$ 4,600	\$ 4,600	\$ 4,543
County	-	15,000	15,000	50,000
Grants				
Local	137,038	481,183	344,145	131,590
State	501,342	982,791	481,449	119,145
Federal	439,748	696,686	256,938	343,054
Other sources of income	35,211	30,351	(4,860)	40,980
Total revenue	1,113,339	2,210,611	1,097,272	689,312
Expenditures				
Employee salary	350,590	287,480	(63,110)	358,519
Fringe benefits	156,013	132,644	(23,369)	93,492
Travel	-	1,584	1,584	1,303
Building rent	15,000	11,177	(3,823)	12,811
Telephone	3,000	2,566	(434)	3,360
Insurance	5,000	4,588	(412)	4,467
Postage	719	658	(61)	24
Advertising	325	-	(325)	-
Copying expense	-	6,584	6,584	5,246
Office supplies	4,000	20,381	16,381	1,138
Education and information	400	695	295	1,613
Equipment purchase	2,000	2,795	795	6,513
Equipment expenses	12,071	47	(12,024)	4
Dues - Nevada Association of Conservation Districts	600	1,200	600	101
Dues - Nevada Association of Conservation Districts	200	101	(99)	-
Dues - other	400	356	(44)	411
Mileage	-	1,403	1,403	762
Internet	-	240	240	120
Project costs	549,521	1,708,279	1,158,758	178,972
Professional fees	11,500	10,250	(1,250)	10,000
Miscellaneous	-	3,093	3,093	5,152
Total expenditures	1,111,339	2,196,121	1,084,782	684,008
Excess of Revenue over Expenditures	\$ 2,000	14,490	\$ 12,490	5,304
Fund Balance, Beginning of Year		130,873		125,569
Fund Balance, End of Year		\$ 145,363		\$ 130,873



**Independent Auditor’s Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Board of Supervisors
Nevada Tahoe Conservation District
Reno, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of the governmental activities and fund information of Nevada Tahoe Conservation District as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise Nevada Tahoe Conservation District’s basic financial statements, and have issued our report thereon January 9, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Nevada Tahoe Conservation District’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Nevada Tahoe Conservation District’s internal control. Accordingly, we do not express an opinion on the effectiveness of Nevada Tahoe Conservation District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and responses as item 2019-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Nevada Tahoe Conservation District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Nevada Tahoe Conservation District's Response to Findings

Nevada Tahoe Conservation Districts response to the findings identified in our audit are described in the accompanying *schedule of findings and responses*. Nevada Tahoe Conservation District's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Sully LLP".

Reno, Nevada
January 9, 2020

2019-001: Financial Reporting Material Weakness

Criteria: Management is responsible for establishing and maintaining an effective system of internal control over financial statement reporting. One of the components of an effective system of internal control over financial reporting is the preparation of full disclosure financial statements that do not require adjustment as part of the audit process.

Condition: As auditors, we assisted in the preparation of the financial statements. The District does not have the experience to prepare full disclosure financial statements in accordance with generally accepted accounting principles.

Cause: Procedures have not been implemented to ensure Board members or personnel possess the experience to prepare the Board's full disclosure financial statements in accordance with generally accepted accounting principles.

Effect: Financial information prepared by the Board may not comply with generally accepted accounting principles.

Recommendation: We recommend the Board implement procedures to provide training in the preparation of governmental financial statements in accordance with generally accepted accounting principles and management review and approve all reconciliations.

Views of Responsible Officials: Nevada Tahoe Conservation District agrees with this finding.

	INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
	NV TAHOE CONSERVATION DIST.	March 2020	YTD July 2019 - June 2020	Budget	Variance Favorable (Unfavorable)	75%
General Fund						
Community Grants-Income						
	Carson City			3,000.00	(3,000.00)	0%
	Douglas County		25,000.00	25,000.00	0.00	100%
	NV Division of Conser. District		5,000.00	4,000.00	1,000.00	125%
	Washoe County Community Grant		10,000.00	15,000.00	(5,000.00)	67%
Total Community Grants-Income		0.00	40,000.00	47,000.00	(7,000.00)	85%
Grants-Income					0.00	
	Administration Fee Income				0.00	
	Personnel Cost Income				0.00	
	Wages Weighted Rate-Grant Income				0.00	
	Grants-Income - Other				0.00	
Total Grants-Income		0.00	0.00		0.00	
Income-Pass Thru Subcontractor					0.00	
Interest					0.00	
Miscellaneous Income			(0.01)		(0.01)	
Prior Year Income					0.00	
Services Rendered						
Vehicle Use Income					0.00	
Wage Reimbursements					0.00	
Indirect Cost Income-Ge (GL Shows in Expense Category)		10,515.16	99,007.48	140,500.00	(41,492.52)	70%
TOTAL INCOME		10,515.16	139,007.47	187,500.00	(48,492.53)	74%
EXPENSES						
Advertising-Expense		0.00	0.00		0.00	0%
Building Expense						
	Building Repairs/Maint-Expense	90.00	900.00	1,680.00	780.00	54%
Total Building Expense		90.00	900.00	1,680.00	780.00	
Conference & Training-Expense						
	Food		250.64		(250.64)	
	Lodging		173.87		(173.87)	
	Parking				0.00	
	Registration Fees		85.00		(85.00)	
	Travel/Transportation				0.00	
	Conference & Training-Expense - Other				0.00	
Total Conference & Training-Expense		0.00	509.51	2,000.00	1,490.49	25%
Deposit Security					0.00	
Donation-Expense			60.00		(60.00)	
Dues and Subscriptions-Expense						
	Membership/Dues District		125.00		(125.00)	
	Membership/Dues Staff		116.00		(116.00)	
	Dues and Subscriptions-Expense - Other			1,000.00	1,000.00	
Total Dues and Subscriptions-Expense		0.00	241.00	1,000.00	759.00	24%
Equipment-Expense					0.00	

	Computer Hardware & Software	11.77	4,823.38	6,610.00	1,786.62	73%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	155.85	1,129.74	5,000.00	3,870.26	23%
	Repairs & Maintenance Equipment		21.22		(21.22)	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
Total Equipment-Expense		167.62	6,113.45	12,110.00	5,996.55	50%
Insurance-Expense					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
Total Insurance-Expense		0.00	4,624.60	5,000.00	375.40	92%
	Meals - Expense		145.60		(145.60)	
	Meetings Expense - Other				0.00	
Meetings Expense		0.00	145.60	500.00	500.00	0%
Miscellaneous Expense		0.00	0.01			
Other Expenses				0.00		
Professional Fees-Expense						
	Accounting	8.00	203.98	12,500.00	12,296.02	2%
	Audit		10,500.00		(10,500.00)	
	Bank fees	14.67	254.02	600.00	345.98	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
Total Professional Fees-Expense		22.67	10,958.00	13,400.00	2,442.00	82%
Rents and Leases						
	Office Space Lease	1,250.00	11,250.00	15,000.00	3,750.00	75%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
Total Rents and Leases		1,250.00	11,110.89	15,000.00	3,889.11	74%
Service Charges			0.00		0.00	0%
Subcontractor Fees-Expense					0.00	
	Other			0.00	0.00	
Total Subcontractor Fees-Expense		0.00	0.00	0.00	0.00	
Supplies-Expense						
	Office Supplies	73.13	181.24	2,000.00		
	Photocopies					
	Postage and Delivery		197.4	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other		317.68	500.00	182.32	64%
Total Supplies-Expense		73.13	696.32	3,700.00	3,003.68	19%
Telecommunications						
	Internet Fees		120.00	150.00	30.00	80%
	Long Distance				0.00	
	Phone Services			5,000.00	5,000.00	0%
	Telephone-Expense - Other	166.93	2,398.65		(2,398.65)	
Total Telecommunications-Expense		166.93	2,518.65	5,150.00	2,631.35	49%

Vehicles-Expense						0.00	
	District Vehicle Use		(1,858.32)	(2,500.00)			
	Fuel-Expense		714.93	2,000.00	1,285.07	36%	
	License & Maintenance		505.79	1,500.00	994.21	34%	
	Mileage Reimbursement Expense		3.48	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense		0.00	(634.12)	1,100.00	1,734.12	-58%	
Wages							
	Payroll Clearing Account	(557.06)	(203.09)				
	Wages - Asst. Dist. Mgr (DO)	7,469.95	55,874.37				
	Wages-ES III (DF)	1,673.73	23,625.51				
	Professional Engineer (MG)	2,487.17	15,207.50				
	Professional Engineer (MK)	4,346.75	31,542.12				
	Wages - Other	(0.09)	8.32				
	Uncompensated Absence-Reimb Exp	(4,016.25)	(38,098.47)				
Total Wages		11,404.20	87,956.26	110,000.00	22,043.74	80%	
Wages-Overhead/Fringe						0.00	
	Long Term Disability	156.23	1,406.07	1,860.00			
	Misc Payroll Expense						
Total Wages-Overhead/Fringe		156.23	1,406.07	1,860.00	453.93	76%	
Total Wages/Ovrhead		11,560.43	89,362.33	111,860.00	22,497.67	156%	
Revolving Account							
TOTAL EXPENSES (No Indirect included)		13,330.78	126,606.24	172,500.00	45,893.76	73%	
NET REVENUE OVER/(UNDER) EXPENSES		(2,815.62)	12,401.23				
Fund Balance (total equity)		\$ 141,197					

Nevada Tahoe Conservation District

04/13/20

Balance Sheet

Accrual Basis

As of March 31, 2020

	<u>Mar 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	313,886.91
Total Checking/Savings	<u>313,887.76</u>
Accounts Receivable	
Accounts Receivable	89,059.26
Total Accounts Receivable	<u>89,059.26</u>
Total Current Assets	402,947.02
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	<u>1,250.00</u>
TOTAL ASSETS	<u>404,197.02</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	10,968.88
Total Accounts Payable	<u>10,968.88</u>
Other Current Liabilities	
Deferred Income-Brautovich Park	236,938.30
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	12,505.92
Payroll Liabilities	
NV Unemployment Payable	958.55
Total Payroll Liabilities	<u>958.55</u>
Total Other Current Liabilities	<u>252,072.54</u>
Total Current Liabilities	<u>263,041.42</u>
Total Liabilities	263,041.42
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	12,401.23
Total Equity	<u>141,155.60</u>
TOTAL LIABILITIES & EQUITY	<u>404,197.02</u>

Nevada Tahoe Conservation District
A/R Aging Summary
As of March 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Beach Club Development Phase II	3,434.57	0.00	3,656.24	0.00	0.00	7,090.81
Brautovich Park	1,053.42	0.00	0.00	0.00	0.00	1,053.42
Caltrans Road RAM	986.09	0.00	2,947.34	0.00	0.00	3,933.43
Douglas Co AQ Kahle	2,897.85	0.00	2,124.69	0.00	0.00	5,022.54
Douglas County Assistance	2,205.44	0.00	8,524.24	0.00	0.00	10,729.68
NDEP 2020 LCCP	7,039.64	0.00	3,978.98	0.00	0.00	11,018.62
NDOT 2018 LCCP	3,783.31	0.00	8,511.10	0.00	0.00	12,294.41
NDOT Assistance	6,715.09	0.00	0.00	0.00	0.00	6,715.09
TahoeRCD 2019 RSWMP	0.00	0.00	0.00	0.00	752.08	752.08
TRCD RSWMP 2020	0.00	0.00	689.13	0.00	0.00	689.13
TRPA SSH	-154.83	0.00	0.00	0.00	3,000.00	2,845.17
USBOR RWC Continuation	350.74	0.00	0.00	0.00	0.00	350.74
USFS Burke Watershed	8,097.73	0.00	13,284.30	0.00	0.00	21,382.03
Washoe Co Lower Wood Creek	0.00	0.00	0.00	0.00	182.02	182.02
Wildscape Bijou Park Creek	4,082.80	0.00	917.29	0.00	0.00	5,000.09
TOTAL	<u>40,491.85</u>	<u>0.00</u>	<u>44,633.31</u>	<u>0.00</u>	<u>3,934.10</u>	<u>89,059.26</u>

Nevada Tahoe Conservation District
A/P Aging Summary
As of March 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
PERS, State of Nevada	7,800.56	0.00	0.00	0.00	0.00	7,800.56
Sustainable Community Advocates	1,200.00	0.00	0.00	0.00	0.00	1,200.00
Tahoe Resource Conservation District	-154.83	0.00	0.00	0.00	0.00	-154.83
Wells Fargo Business Card Kelly	110.37	0.00	0.00	0.00	0.00	110.37
Wells Fargo Business Card Olson	217.78	0.00	0.00	0.00	0.00	217.78
Welsh Hagen Associates	1,795.00	0.00	0.00	0.00	0.00	1,795.00
TOTAL	<u>10,968.88</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,968.88</u>

AGREEMENT SUMMARY

Burke Creek/Rabe Meadow Riparian Restoration Project

Contractual Parties:

Nevada Tahoe Conservation District (NTCD); US Forest Service (USFS)

Contract Amount:

Approved at \$247,000, Amendment requested up to \$500,000

Effective Dates:

July 16, 2019-September 30, 2023

Project Summary:

The project was previously approved by the board for a contract amount up to \$247,000. The forest service awarded the contract for \$147,236.43 in September 2019. The USFS would like to award an additional approximately \$340,000 to the project from this year's allocation for the Lake Tahoe Restoration Act. Changes to the scope are in bold below.

The goal of the Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase (Project) is to complete planning and permitting for the restoration of approximately 22 acres of Burke Creek and the surrounding Rabe Meadow **and to implement phases related to decommissioning Jennings Pond and the lower Burke Creek Restoration.**

The objectives of this cooperative effort are to improve stream function and riparian habitat, improve water quality in Lake Tahoe and Burke Creek, and to improve the surrounding recreational experiences. Specifically, the following actions consistent with prior watershed planning documents will be explored:

1. Decommission a drainage ditch that was constructed during development of the area in the 1940s.
2. Reduce the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff from Kahle Drive.
3. Improve the riparian health of Burke Creek by improving floodplain access, reducing the number of culverts and road crossings, and allowing natural slough processes to occur near Lake Tahoe.
4. Plan for and prioritize the treatment of invasive weeds in Rabe Meadow.
5. Remove “Jenning’s Pond” and restore the area into a creek with a functioning riparian area. **Phase approach by raising the grade of the Lam Watah trail to**

protect adjacent recreational and public works assets from beaver dam related flooding.

6. Improve day use and overnight camping recreation experiences in the area by reducing flooding and vector issues.

The Project will develop an alternatives analysis, complete necessary studies for planning and NEPA, create a plan for invasive weeds treatment, develop conceptual plans for the preferred alternative, and **implement up to two portions of the project related to Jennings Pond and the Kahle Ditch**. The project will also seek out funding for eventual implementation of future phases. The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) “Burke Creek Watershed Stormwater Improvements” with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.



FS Agreement No. 19-PA-11051900-021

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
NEVADA TAHOE CONSERVATION DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT

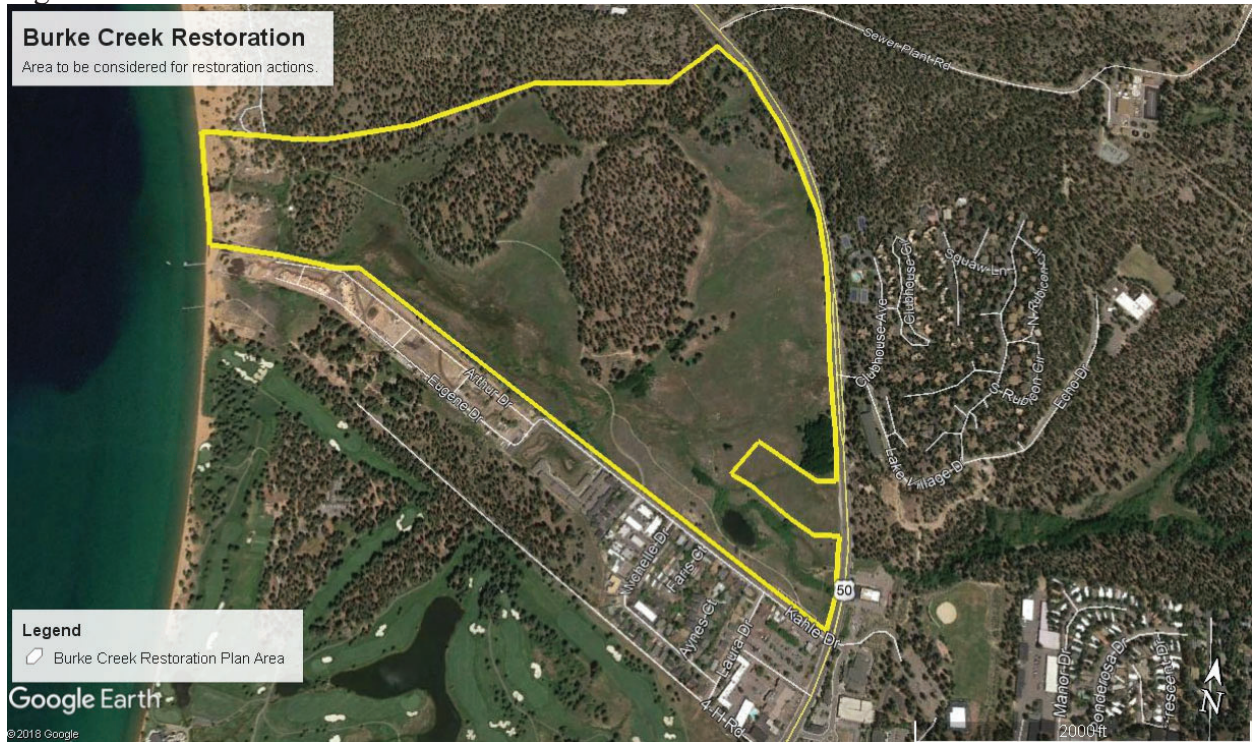
This PARTICIPATING AGREEMENT is hereby entered into by and between the Nevada Tahoe Conservation District, hereinafter referred to as “NTCD,” and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: For more than the past century, the Burke Creek Watershed has experienced anthropogenic modifications to the creeks and the surrounding meadows and forests including logging, livestock grazing, gravel mining, development, re-development, and restoration. In the 1940s, Burke Creek was relocated and the western portion of the watershed was filled to develop the first airport in the Lake Tahoe Basin, the Sky Harbor Airport. The previously meandering Burke Creek was placed in a straight ditch from what is now US-50 to Lake Tahoe. In the 1980s, when the US Forest Service aquired Rabe Meadow, Burke Creek was realigned to join with Folsom Spring and the ditch along Kahle Drive to Lake Tahoe was left unfilled for stormwater conveyance. Jennings Pond was also created from the restored excavation area of a planned casino. In a 1991 stormwater project, the ditch along Kahle Drive was filled in and stormdrain and treatment was installed; the ditch from Kahle Drive to Lake Tahoe remained. In 2014, the Burke Creek Master Plan was developed by NTCD and a team of consultants and identified priority projects for restoration of the Burke Creek Watershed. A reach of Burke Creek identified for restoration in the Master Plan was restored in 2016 and 2017 as part of the Burke Creek Hwy 50 Crossing and Realignment Project. This project area covered a section of stream near Kahle Community Center downstream to Jennings Pond in partnership with the Forest Service, Nevada Division of State Lands, Nevada Department of Transportation, and Douglas County. Another small section of creek was stabilized downstream from Jennings Pond in 2018 and a stormwater project that improved on the work from 1991 was installed on National Forest Lands to treat runoff from Kahle Drive. The Master Plan also identified future stormwater improvements to Kahle Drive being pursued in the Kahle Drive Complete Streets Project in partnership with

Douglas County, which will remedy stormwater capture issues and render the road end ditch useless for conveyance. The Complete Street Project is currently slated for 2020. The Burke Creek/Kahle Ditch Restoration Project (Fig. 1) is the logical next step in these efforts to restore the watershed and protect Lake Tahoe’s famed clarity.

Title: Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase

Fig. 1 – Area to be considered for restoration actions.



I. PURPOSE:

The purpose of the agreement is to facilitate cooperation between parties in specific restoration, enhancement, or protection efforts, which are described in Attachment 1, the Scope of Work. The parties have a common interest in improving or protecting the current condition within Burke Creek Watershed, a tributary to Lake Tahoe which flows through a large U.S. Forest Service parcel referred to as Rabe Meadow. This Agreement provides for the interchange of services, equipment, and funds as specifically outlined below to meet the mutually agreed upon objectives of the project.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

NTCD has a mission to promote the conservation and improvement of the Lake Tahoe Basin’s natural resources by providing leadership, education, and technical assistance to all basin users. The downstream portion of the Burke Creek Watershed is all within National Forest System



(NFS) land as is the surrounding Rabe Meadow. The U.S. Forest Service has previously completed and funded restoration and urban stormwater treatment planning and implementation efforts in the watershed since acquiring the land in the 1980s. The proposed project in this agreement is considered to be Phase 3 of the Environmental Improvement Project (EIP) “Burke Creek Watershed Stormwater Improvements” with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.

Restoration and continued protection of the area is of mutual benefit to both NTCD and the U.S. Forest Service.

The goal of the Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase (Project) is to complete planning and permitting for the restoration of approximately 22 acres of Burke Creek and the surrounding Rabe Meadow.

The objectives of this cooperative effort are to improve stream function and riparian habitat, improve water quality in Lake Tahoe and Burke Creek, and to improve the surrounding recreational experiences. Specifically, the following actions consistent with prior watershed planning documents will be explored in detail:

1. Decommissioning a drainage ditch at the end of Kahle Drive that was constructed during development of the area in the 1940s.
2. Reducing the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff from Kahle Drive.
3. Improving the riparian health of Burke Creek by improving floodplain access, reducing the number of culverts and road crossings, and allowing natural slough processes to occur near Lake Tahoe.
4. Planning for and prioritizing the treatment of invasive weeds in Rabe Meadow.
5. Removal or reconfiguration of “Jennings Pond” and restoration of the area into a creek with a functioning riparian area.
6. Improving day use and overnight camping recreation experiences in the area by reducing flooding and vector issues.

Answering Wyden Questions:

- The project achieves Forest Service objectives by addressing habitat restoration and recreation improvement needs on NFS land within the Burke Creek Watershed. These issues contribute to clarity loss in the Lake Tahoe, a 303d listed watershed. The projected watershed improvements are inextricable from one jurisdiction to another; therefore, Wyden Amendment authority is appropriate for this project planning.
- The planning documents will provide for a project which will restore, protect, and enhance NFS land resources in the watershed by improving water quality, restoring stream habitat, reducing soil erosion, and improving sustainable recreation opportunities on public lands.
- The project results in tangible and demonstrable benefits to resources on public lands administered by the Forest Service by developing a plan forward to address the impacts to water quality while continuing to provide for high quality recreation experiences within Rabe Meadow.



- The expenditure is in the public interest because the NTCD has been a leader in identifying and implementing water quality improvement needs within the Burke Creek watershed. Their experience with previous projects in the watershed has given them the knowledge and credibility which will allow them to streamline the process while making consistent and efficient the analysis of this area. Additionally, the NTCD has been actively engaged with the local landowners and stakeholders that will be affected by this project and will be able to leverage these relationships to the benefit of the project.

In consideration of the above premises, the parties agree as follows:

III. NTCD SHALL:

- A. LEGAL AUTHORITY. NTCD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. NTCD will complete the following tasks while working collaboratively with the U.S. Forest Service:

Task 1: Project Management and Coordination

NTCD will facilitate all pertinent project-oriented meetings with funding agencies, regulators, and stakeholders. Meetings and communication will include regular project management meetings and correspondence as well as communication with the US Forest Service (USFS), private landowners, and any other stakeholders that could provide benefits to the project design and implementation.

Deliverables:

1. Electronic copies of agendas, presentations and meeting minutes.
2. Monthly invoicing and budget status updates.

Task 2: Existing Conditions and Alternatives Analysis

NTCD will review existing data, documents, and maps for the project including existing groundwater data, previous HEC-RAS models, supplemental survey, USFS botanical and wildlife surveys, wetland delineations, cultural resources, master planning efforts, and property boundaries. After analysis of existing conditions, NTCD will coordinate with the USFS to determine which additional resource surveys are necessary for NEPA. With the existing conditions, NTCD will perform preliminary hydrologic analyses and create a design base map in GIS. NTCD will complete preliminary hydrology of the area for onsite and offsite runoff utilizing HEC-RAS software to the level required to support the development of the design and permitting.



The existing conditions will provide a baseline for the analysis of alternatives. It's estimated that up to four alternatives will be explored for the lower portion of Burke Creek and at least two alternatives will be examined for Jennings's Pond as a separate or concurrent project.

Deliverables:

1. Written Alternatives Analysis Report with Existing Conditions Section.

Task 3: Permitting

NTCD will coordinate with the USFS to determine a collection agreement for USFS specialists to do any necessary studies and review of existing studies necessary for NEPA compliance in the area. NTCD will complete the mapping using HEC-RAS necessary for any FEMA permitting requirements and for the design of the preferred alternative.

Deliverables:

1. Draft EA or EIS
2. HEC-RAS floodplain mapping for existing and preferred alternatives.

Task 4: Plans for Preferred Alternatives

NTCD will develop conceptual plans and a cost estimate for the preferred alternative selected from the Alternatives Analysis. NTCD will also develop an invasive weeds treatment plan for Rabe Meadow using the information acquired from the Existing Conditions Report and NEPA-related botanical studies.

Deliverables:

1. Conceptual Plans and Cost Estimate for the Preferred Alternative
2. Invasive Weeds Treatment Plan

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NTCD for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$147,236.43, as shown in the Financial Plan (Attachment 2). In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of NTCD's monthly invoice. Each invoice from NTCD shall display the total project costs for the billing period, separated by U.S. Forest Service and NTCD's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display



NTCD’s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. NTCD’s name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and NTCD share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by “reimbursement”
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Stephanie Heller, stephanie.heller@usda.gov

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Meghan Kelly Sr. Project Engineer/ District Manager PO Box 11105 Zephyr Cove, NV 89448 Telephone: (775)586-1610 FAX: (775)586-1612 Email: mkelly@ntcd.org	Dana Olson Assistant District Manager PO Box 11105 Zephyr Cove, NV 89448 Telephone: (775)586-1610 FAX: (775)586-1612 Email: dolson@ntcd.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Stephanie Heller Hydrologist / Program Manager 35 College Dr. South Lake Tahoe, CA 96150 Telephone: 530-543-2838 FAX: 543-543-2693 Email: stephanie.heller@usda.gov	Genevieve Villemaire Grants Management Specialist 35 College Dr. South Lake Tahoe, CA 96150 Telephone: 530-543-2838 FAX: 543-543-2693 Email: stephanie.heller@usda.gov

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NTCD are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To NTCD, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or NTCD from participating in similar activities with other public or private agencies, organizations, and individuals.



- D. ENDORSEMENT. Any of NTCD's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NTCD's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NTCD to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the NTCD when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. NTCD agree(s) that any of NTCD's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as NTCD hereby willingly agree(s) to assume these responsibilities.

Further, NTCD shall provide any necessary training to NTCD's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NTCD shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program



Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- I. ELIGIBLE WORKERS. NTCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NTCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NTCD shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

NTCD shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

NTCD shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

NTCD shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. NTCD shall keep effective internal controls to ensure that all United States Federal funds received



are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

NTCD shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ 147,332 are currently available for performance of this agreement through December 31, 2021. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until NTCD receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If NTCD has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, NTCD shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from NTCD's cognizant audit agency no later than 3 months after the effective date of the agreement. NTCD will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest



Service.

N. OVERPAYMENT. Any funds paid to NTCD in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by NTCD to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to NTCD.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination NTCD shall close out the agreement.

Any unobligated balance of cash advanced to NTCD must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by NTCD.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:



- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

NTCD shall submit semi-annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with NTCD's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NTCD shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NTCD shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies



that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NTCD is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture”

NTCD may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. NTCD is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- U. FUNDING OF EQUIPMENT. Federal funding under this agreement is not available for reimbursement of NTCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the NTCD's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). NTCD shall maintain cost and price analysis documentation for potential U.S. Forest Service review. NTCD is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NTCD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NTCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NTCD materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by NTCD or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for NTCD's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and NTCD agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by NTCD to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, NTCD shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to NTCD for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by NTCD up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. NTCD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NTCD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:




(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.


DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 12/31/2021 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.



GLEN SMITH, Chairman
Nevada Tahoe Conservation District
8-22-19
Date



JEFF MARSOLAIS, Forest Supervisor
U.S. Forest Service,
Lake Tahoe Basin Management Unit
8/28/19
Date



The authority and format of this agreement have been reviewed and approved for signature.

GENEVIEVE VILLEMAIRE

Digitally signed by GENEVIEVE

VILLEMAIRE

Date: 2019.08.21 16:56:55 -07'00'

GENEVIEVE VILLEMAIRE

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

BACKGROUND

For more than the past century, the Burke Creek Watershed has experienced anthropogenic modifications to the creeks and the surrounding meadows and forests including logging, livestock grazing, gravel mining, development, re-development, and restoration. In the 1940s, Burke Creek was relocated and the western portion of the watershed was filled to develop the first airport in the Lake Tahoe Basin, the Sky Harbor Airport. The previously meandering Burke Creek was placed in a straight with one turn ditch from what is now US-50 to Lake Tahoe. In the 1980s, when the US Forest Service acquired Rabe Meadow, Burke Creek was realigned to join with Folsom Spring and the ditch along Kahle Drive to Lake Tahoe was left unfilled for stormwater conveyance. Jennings Pond was also created from the restored excavation area of a planned casino. In a 1991 stormwater project, the ditch along Kahle Drive was filled in and storm drain and treatment was installed; the ditch from Kahle Drive to Lake Tahoe remained. In 2014, the Burke Creek Master Plan was developed and identified priority projects for restoration of the Burke Creek Watershed. A reach of Burke Creek identified for restoration in the Master Plan was restored in 2016 and 2017 as part of the Burke Creek Hwy 50 Crossing and Realignment Project. This project area covered a section of stream near Kahle Community Center downstream to Jennings Pond. Another small section of creek was stabilized downstream from Jennings Pond in 2018 and a stormwater project that improved on the work from 1991 was installed to treat runoff from Kahle Drive. The Master Plan also identified future stormwater improvements to Kahle Drive being pursued in the Kahle Drive Complete Street Project, which will remedy stormwater capture issues and render the road end ditch useless for conveyance. The Complete Streets Project is currently slated for 2020. The Burke Creek/Rabe Meadow Restoration Project would be the logical next step in these efforts to restore the watershed and protect Lake Tahoe's famed clarity.

PROJECT DESCRIPTION

The goal of the Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase (Project) is to complete planning for the restoration of approximately 22 acres of Burke Creek and the surrounding Rabe Meadow.

The objectives of this cooperative effort are to improve stream function and riparian habitat, improve water quality in Lake Tahoe and Burke Creek, and to improve the surrounding recreational experiences. Specifically, the following actions consistent with prior watershed planning documents will be explored:

1. Decommissioning a drainage ditch at the end of Kahle Drive that was constructed during development of the area in the 1940s.
2. Reducing the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff from Kahle Drive.
3. Improving the riparian health of Burke Creek by improving floodplain access, reducing the number of culverts and road crossings, and allowing natural slough processes to occur near Lake Tahoe.
4. Planning for and prioritizing the treatment of invasive weeds in Rabe Meadow.

Attachment 1- Scope of Work – Burke Creek/Rabe Meadow Riparian Restoration Project

5. Removal or reconfiguration of “Jennings Pond” and restoration of the area into a creek with a functioning riparian area.

6. Improving day use and overnight camping recreation experiences in the area by reducing flooding and vector issues.

The Project will develop an alternatives analysis, complete necessary studies for planning and NEPA, create a plan for invasive weeds treatment, and develop conceptual plans for the preferred alternative. The project will also seek out funding for eventual implementation.

The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) “Burke Creek Watershed Stormwater Improvements” with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.

TASKS WITH DELIVERABLES AND PRODUCTS

Task 1: Project Management and Coordination

Nevada Tahoe Conservation District (NTCD) will facilitate all pertinent project-oriented meetings with funding agencies, regulators, and stakeholders. Meetings and communication will include regular project management meetings and correspondence as well as communication with the US Forest Service (USFS), private landowners, and any other stakeholders that could provide benefits to the project design and implementation.

Deliverables:

1. Electronic copies of agendas, presentations and meeting minutes.
2. Monthly invoicing and budget status updates.

Task 2: Existing Conditions and Alternatives Analysis

NTCD will review existing data, documents, and maps for the project including existing groundwater data, previous HEC-RAS models, supplemental survey, USFS botanical and wildlife surveys, wetland delineations, cultural resources, master planning efforts, and property boundaries. After analysis of existing conditions, NTCD will coordinate with the USFS to determine which additional resource surveys are necessary for NEPA. With the existing conditions, NTCD will perform preliminary hydrologic analyses and create a design base map in GIS. NTCD will complete preliminary hydrology of the area for onsite and offsite runoff utilizing HEC-RAS software to the level required to support the development of the design and permitting.

The existing conditions will provide a baseline for the analysis of alternatives. It’s estimated that four alternatives will be explored for the lower portion of Burke Creek:

1. No action
2. Fill Kahle Ditch and keep existing Burke Creek alignment
3. Fill portion of Kahle Ditch and keep two existing outlets for Burke Creek
4. Fill Kahle Ditch and realign Burke Creek away from Nevada Beach campground near outlet split.

Attachment 1- Scope of Work – Burke Creek/Rabe Meadow Riparian Restoration Project

At least two alternatives will be examined for Jennings’ Pond as a separate or concurrent project.

Deliverables:

1. Written Alternatives Analysis Report with Existing Conditions Section.

Task 3: Permitting

NTCD will coordinate with the USFS to determine a collection agreement for USFS specialists to do any necessary studies and review of existing studies necessary for NEPA compliance in the area. NTCD will complete the mapping using HEC-RAS necessary for any FEMA permitting requirements and for the design of the preferred alternative.

Deliverables:

1. Draft EA (assumed)
2. HEC-RAS floodplain mapping for existing and preferred alternatives.

Task 4: Conceptual Design

NTCD will develop conceptual plans and a cost estimate for the preferred alternative selected from the Alternatives Analysis. NTCD will also develop an invasive weeds treatment plan for Rabe Meadow using the information acquired from the Existing Conditions Report and NEPA-related botanical studies.

Deliverables:

(all deliverables in electronic format unless otherwise specified)

1. Conceptual Plans and Cost Estimate for the Preferred Alternative
2. Invasive Weeds Treatment Plan

SCHEDULE

Table 1 below lists tasks and deliverables. Contract execution delays that would push the project start may cause difficulties in implementing the project on a 2019 construction schedule.

Table 1. Tasks and Schedule

Tasks	Schedule
Task 1: Project Management	Ongoing through September 2022
Task 2: Existing Conditions and Alternatives Analysis	Complete August 2020
Task 3: Permitting	August 2021
Task 4: Conceptual Design	December 2020

IV. FINANCIAL PLAN

The total expected project cost is \$147,332 to complete the major tasks as outlined above. Table 2 below lists expected costs by task – these costs are expected to change as the project goals and objectives become clearer through the planning process.

Table 2. Summary Cost Estimate Per Task.

Task	Sub-Total
1. Project Management	\$25,000
2. Existing Conditions and Alternatives	\$50,000
3. Permitting	\$25,000
4. Conceptual Design	\$25,000
5. NEPA Specialist Review	\$22,332
Total	\$147,332

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$8,580.00	\$90,740.00	\$3,490.00	\$0.00	\$102,810.00
Travel	\$0.00	\$60.00	\$50.00	\$0.00	\$110.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Contract	\$0.00	\$20,279.87	\$160.00	\$0.00	\$20,439.87
Stakeholder Engagement					\$0.00
Subtotal	\$8,580.00	\$111,079.87	\$3,700.00	\$0.00	\$123,359.87
Coop Indirect Costs		\$36,156.56	\$1,473.34		\$37,629.90
FS Overhead Costs	\$858.00				\$858.00
Total	\$9,438.00	\$147,236.43	\$5,173.34	\$0.00	
Total Project Value:					\$161,847.77

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Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 96.80%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 3.20%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00
Engineering Staff Officer		\$572.00	5.00	\$2,860.00
Ecosystem Conservation Staff Officer		\$572.00	5.00	\$2,860.00
Public Services Staff Officer		\$572.00	5.00	\$2,860.00
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$8,580.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$0.00

Subtotal Direct Costs	\$8,580.00
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Forest Service Overhead Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$8,580.00		\$858.00
Total FS Overhead Costs			\$858.00

TOTAL COST	\$9,438.00
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Senior PE	\$630.00	62.00		\$39,060.00
Senior PE	\$400.00	62.00		\$24,800.00
Env Scientist IV	\$448.00	30.00		\$13,440.00
Env Scientist II	\$336.00	40.00		\$13,440.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$90,740.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Site Visits	1	\$5.00	12.00		\$60.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$60.00
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Other Expenses**Standard Calculation**

Item		# of Units	Cost/Unit	Total
Contractual - Surveyors/Specialist		1.00	\$20,039.87	\$20,039.87
Use of AutoCAD	2.00	\$8.00	15.00	\$240.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other	\$20,279.87
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Subtotal Direct Costs**\$111,079.87****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
39.82%	\$90,800.00	\$36,156.56
Total Coop. Indirect Costs		\$36,156.56

TOTAL COST**\$147,236.43**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Senior PE	\$630.00	3.00		\$1,890.00
Senior PE	\$400.00	2.00		\$800.00
Env Scientist	\$400.00	2.00		\$800.00

Non-Standard Calculation

Total Salaries/Labor	\$3,490.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Site Visits	1	\$5.00	10.00		\$50.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$50.00
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Other Expenses**Standard Calculation**

Item		# of Units	Cost/Unit		Total
Use of AutoCAD		2.00	\$8.00	10.00	\$160.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Other					\$160.00
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Subtotal Direct Costs**\$3,700.00****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
39.82%	\$3,700.00		\$1,473.34
Total Coop. Indirect Costs			\$1,473.34

TOTAL COST**\$5,173.34**



PO Box 915
Zephyr Cove, Nevada 89448
775-586-1610

AGREEMENT SUMMARY

Terrestrial Invasive Plant Species Eradication and Control Project

Contractual Parties:

Nevada Tahoe Conservation District (NTCD); US Forest Service (USFS)

Contract Amount:

\$100,000

Effective Dates:

June 1, 2020 – September 30, 2023

Project Summary:

The purpose of this project is to engage in a coordinated and collaborative effort between the Forest Service and other members of the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) to stand up programs that implement multiple annual treatments of eradicable terrestrial weed populations on and off Forest Service Lands via FS-led efforts that involve partner's field crews and program staff

The goal is to collaborate with the LTBWCG and the Forest Service to:

- Improve watershed integrity by treating priority weed populations and those identified by Lake Tahoe Basin Weed Coordinating Group (LTBWCG) as eradicable and update Lake Tahoe Basin TIPS priorities
- Lead efforts to increase community engagement and understanding of TIPS
- Identify roadblocks in current land management policies and practices that impede the success of managing TIPS so USFS can review the need for updates to the TIPS EA.



FS Agreement No. _____

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
NEVADA TAHOE CONSERVATION DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT

This PARTICIPATING AGREEMENT is hereby entered into by and between the Nevada Tahoe Conservation District, hereinafter referred to as “NTCD,” and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: Terrestrial Invasive Plant Species (TIPS) (sometimes referred to as noxious weeds, weeds, or invasive plants) have the potential to cause cascading economic and environmental harm. If untreated TIPS can quickly dominate native habitats, reduce biodiversity and productivity, negatively impact agricultural management, and change fire regimes. The Federal Noxious Weed Act was created in 1974 in response to economic and environmental concerns and directed the Forest Service to manage and control the spread of undesirable plants on Forest Service Lands. The Lake Tahoe Basin Management Unit (LTBMU) treats TIPS using manual, mechanical, thermal, and chemical methods under the Terrestrial Invasive Plant Species Environmental Assessment (EA) (2010). Currently, four herbicides are approved for use on the LTBMU and can be used on 100 acres each year (Table 1). While there has been some success in eradicating isolated populations, establishment and expansion of TIPS populations continue. In 2008 there were approximately 10 infested acres (2010) and in 2019 there are over 800 (NRIS 2020). Managing plant species on the LTBMU has largely been through manual methods, however growth of many TIPS is stimulated by manual and mechanical treatments creating limited success in controlling these species (TIPS 2010).

Table 1: Herbicides approved for use under TIPS EA. (ea) = acid equivalent, (ai) = active ingredient

Chemical Name	Application Rates (pounds per acre)
Aminopyralid	0.25 (ae)
Chlorsulfuron	0.14 (ai)
Glyphosate	2.7 (ae)
Aminopyralid and Triclopyr premix	0.11 (ae) Aminopyralid + 1.12 (ae) Triclopyr acid



Title: Terrestrial Invasive Plants Control

I. PURPOSE:

The purpose of this agreement is to facilitate cooperation between parties in specific restoration, enhancement, or protection efforts required to manage, control, and eradicate terrestrial invasive plant species through various efforts, which are described in Attachment A – Project Work Plan and **Attachment B** – Financial Plan

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Several Federal Laws, Executive Orders, and Departmental and Agency policies (Table 2) direct the USFS to cooperate with other public and private land agencies and owners to further eradication and control efforts of TIPS. In the Lake Tahoe Basin, coordination between federal, state, county, and private landowners as well as organizations such as NTCD is critical to the success of managing TIPS. NTCD has a mission to promote the conservation and improvement of the Lake Tahoe Basin's natural resources by providing leadership, education, and technical assistance to all basin users. Additionally, NTCD is a member of the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) and works with many partners and landowners including state, county, private parcel owners and conservation groups. Coordination between partners on timing, application methods, and follow up treatments improves the effectiveness and efficiency of our efforts. NTCD has the ability to outreach and organize adjacent landowners to improve treatment success and coordinating treatment of full infestations that cross property boundaries. The cooperative effort of this project strengthens the partnerships between the Forest Service and stakeholders and improves the integrity and health of watersheds in the Lake Tahoe Basin. The objectives of the cooperative effort are to:

1. Improve watershed integrity by treating priority weed populations and those identified by LTBWG as eradicable and update Lake Tahoe Basin TIPS priorities
2. Increase community engagement and understanding of TIPS
3. Identify roadblocks in current land management policies and practices that impede the success of managing TIPS so USFS can review the need for updates to the TIPS EA.



Table 2: Laws, Executive Orders, and Departmental and Agency Policies that inform the strategy to manage and control TIPS on NFS lands.

Executive Order 13112 (1999) and 13751 (2016)	Directs federal agencies to safeguard the nation from the impacts of invasive species through the prevention of the introduction of invasive species and detection and rapid response to control such species, and to minimize the economic, ecological, and human health impacts from invasive species on public land.
Forest Service Manual 2080 (USDA Forest Service 1995)	Was replaced by FSM 2900 in 2011. FSM 2080 revised USFS national policy on noxious weed management to emphasize integrated weed management, which includes prevention and control measures, cooperation, and information collection and reporting.
Forest Service Manual 2900 (USDA Forest Service 2011)	Directs the Forest Service to manage invasive species with an emphasis on integrated pest management and collaboration with stakeholders, to prioritize prevention and early detection and rapid response actions, and ensure that all Forest Service management activities are designed to minimize or eliminate the possibility of establishment or spread of invasive species on the NFS or to adjacent areas.
Forest Service Manual 2070 (USDA Forest Service 2008)	Provides guidelines for the use of native material on National Forest System lands. It restricts the use of persistent, non-native, non-invasive plant materials and prohibits the use noxious weeds for revegetation, rehabilitation and restoration projects. It also requires that all revegetation projects be reviewed by a trained or certified plant material specialist for consistency with national, regional, and forest policies for the use of native plant materials.
USFS National Strategy and Implementation Plan for Invasive Species Management (USDA Forest Service 2004a)	Identifies for all Forest Service programs the most significant strategic actions for addressing invasive species. It emphasizes prevention, early detection and rapid response, prioritization in control and management, and restoration or rehabilitation of degraded areas.
Region 5 Noxious Weed Management Strategy (USDA Forest Service 2000)	Guides regional Forest Service goals and objectives for invasive plant management, emphasizing actions necessary to: promote the overall management of noxious weeds; to prevent the spread of weeds; control existing stands of weed infestations; promote the integration of weed issues into all forest service activities.

Answering the Wyden Questions:

- Does the project achieve Forest Service objectives?
 - Yes. Several Federal Laws, Executive Orders and Departmental and Agency policies (Table 2) direct the USFS to cooperate with other public and private land agencies and owners to further eradication and control efforts of TIPS.



- Is the principle objective restoration, protection, and enhancement of NFS resources?
 - Yes. Managing and controlling invasive plants to maintain and develop desired resource conditions such as self-sustaining ecosystems and maintaining native species diversity, human health, and ecosystem processes is specifically addressed in the Lake Tahoe Basin Management Land Management Plan (2016).
- Does the project result in tangible and demonstrable benefits to resources on public lands administered by the Forest Service?
 - Yes. We expect a decrease in spread and establishment of TIPS on FS lands through following strategies:
 - By working with partners who have the capacity and authority to manage and control invasive plant populations that span land ownerships the likelihood of eradicating species and populations is higher than the FS working alone.
 - Through outreach, volunteer, and community engagement efforts we will increase the public understanding of the threats of invasive species. This leads to increased personal awareness and prevention of weed spread and establishment and development of public land stewards
 - Updating out of date policies will allow the USFS to be more effective in managing and controlling TIPS. Additionally, we would establish standard BMPs specific to all USFS resource areas which will identify requirements and recommendations necessary for prevention, management, and control of TIPS.
- Is the expenditure in the public interest?
 - Yes. NTCD has been in a leader in the LTCWCG and in community engagement and outreach. Their experience with previous projects on Forest Service Lands and within the Lake Tahoe Basin has given them the knowledge and credibility to successfully navigate decision points and processes. Additionally, NTCD has created and maintained positive relationships with local landowners and stakeholders that will be affected by this project and will be able to leverage these relationships to the benefit of the project.

In consideration of the above premises, the parties agree as follows:

III. NTCD SHALL:

- A. LEGAL AUTHORITY. NTCD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. NTCD will complete the tasks outlined in attachment A while working collaborative with the U.S. Forest Service.

IV. THE U.S. FOREST SERVICE SHALL:



- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NTC D for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$100,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of NCTD's monthly invoice. Each invoice from NTC D shall display the total project costs for the billing period, separated by U.S. Forest Service and NCTD's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NTC D's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. NTC D's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and NTC D share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Joey Keely,joey.keely@usda.gov

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:



- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Meghan Kelly Sr. Project Engineer/District Manager PO Box 1105 Zephyr Cove, NV 98448 Telephone: (775) 586-1610 x30 FAX: (775)586-1612 Email: mkelly@ntcd.org	Dana Olson Assistant District Manager PO Box 1105 Zephyr Cove, NV 98448 Telephone: (775) 586-1610 x21 FAX: (775)586-1612 Email: dolson@ntcd.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joey Keely Ecosystem Conservation Staff Officer 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2661 FAX: 530-543-2693 Email: joey.keely@usda.gov	Genevieve Villemarie Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 FAX: 530-543-2693 Email: genevieve.villemaire@usda.gov

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NTCD are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To NTCD, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or NTCD from participating in similar activities with other public or private agencies, organizations, and individuals.



- D. ENDORSEMENT. Any of NTCD's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NTCD's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NTCD to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the NTCD when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. NTCD agree(s) that any of NTCD's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as NTCD hereby willingly agree(s) to assume these responsibilities.

Further, NTCD shall provide any necessary training to NTCD's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NTCD shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program](#)



Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- I. **ELIGIBLE WORKERS.** NTCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NTCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NTCD shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

NTCD shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

NTCD shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

NTCD shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. NTCD shall keep effective internal controls to ensure that all United States Federal funds received



are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

NTCD shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ _____ are currently available for performance of this agreement through _____. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until NTCD receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If NTCD has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, NTCD shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from NTCD's cognizant audit agency no later than 3 months after the effective date of the agreement. NTCD will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest



Service.

- N. OVERPAYMENT. Any funds paid to NTCD in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by NTCD to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to NTCD.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- O. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination NTCD shall close out the agreement.

Any unobligated balance of cash advanced to NTCD must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by NTCD.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:



- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

NTCD shall submit semi-annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with NTCD's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NTCD shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NTCD shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies



that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NTCD is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture”

NTCD may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. NTCD is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- U. FUNDING OF EQUIPMENT. Federal funding under this agreement is not available for reimbursement of NTCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the NTCD's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). NTCD shall maintain cost and price analysis documentation for potential U.S. Forest Service review. NTCD is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NTCD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NTCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NTCD materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by NTCD or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for NTCD's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and NTCD agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by NTCD to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, NTCD shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to NTCD for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by NTCD up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. NTCD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NTCD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

DD. COPYRIGHTING. NTCD is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by NTCD under this agreement.
2. Any right of copyright to which NTCD purchase(s) ownership with any federal contributions.

EE. PUBLICATION SALE. NTCD may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

FF. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least _____ days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through _____ at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



HH. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

, Date

, Date
U.S. Forest Service,

The authority and format of this agreement have been reviewed and approved for signature.

Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A
U.S. Forest Service and Nevada Tahoe Conservation District

Terrestrial Invasive Plants Control

Project Work Plan

The U.S. Forest Service (USFS) and Nevada Tahoe Conservation District (NTCD) are entering into a partnership agreement to control and manage terrestrial invasive plant species (TIPS) (sometimes called noxious weeds, weeds, or invasive plants) in the Lake Tahoe Basin both on and off National Forest System Lands. Under this agreement NTCS will manage the implementation of TIPS treatments on the Nevada side of the Lake Tahoe Basin, manage a basin-wide outreach strategy that informs the public and engages our community in noxious weed control, and support El Dorado County in their effort to assist the U.S. Forest Service in updating policies and management strategies. NTCD and U.S. Forest Service will collaborate throughout the process to ensure resources are protected during implementation and identify any additional assistance or support to ensure the project meets mutual objectives.

TASKS FOR NTCD AND USFS:

1. Improve watershed integrity by treating priority weed populations and those identified by Lake Tahoe Basin Weed Coordinating Group (LTBWCG) as eradicable and update Lake Tahoe Basin TIPS priorities

NTCD will:

- a) Identify current priority weed species (Table 1) and populations to focus treatments on the Nevada side of the Lake Tahoe Basin
- b) Determine appropriate treatment measures for selected population
- c) Obtain proper access permissions for non-FS lands.
- d) Collaborate with California Conservation Corps, the Great Basin Institute, Douglas County, Washoe County, and/or the Tahoe Resource Conservation District to schedule treatment of invasive weed populations.
- e) Provide USFS with treatment records that include species information, treatment methods, and treatment acres
- f) Draft annual report of treatment activities for the USFS.

The U.S. Forest Service will:

- a) Review the priority weed species and populations to ensure consistency with USFS strategies and support priority projects
- b) Ensure resources are protected during implementation on USFS Lands
- c) Coordinate with NTCD to obtain guest accounts into ArcGIS Online so treatment records electronically. If electronic data collection is not possible, then treatment records will be provided in paper form.
- d) Lead efforts in drafting a final report

2. Lead efforts to increase community engagement and understanding of TIPS

NTCD will:

- a) Update and identify needs for outreach materials across the Lake Tahoe Basin
- b) Create materials and supplies for outreach events and public education

- c) Identify popular trailheads across the Lake Tahoe Basin and establish kiosks with boot brushes and bike brushes using messaging from resources like Clean Play Go (Figure 1).
- d) Lead volunteer groups in stewardship activities to treat weed populations
- e) Report to USFS the number of outreach events, number of people reached, and other relevant information (number of kiosks established, etc.)
- f) Draft annual report of outreach and community engagement activities for the USFS.

The U.S. Forest Service will:

- a) Encourage fire prevention technicians and recreation staff to educate the public about TIPS when interacting with the public
- b) Collaborate with recreation staff to identify trails and trailheads on USFS Lands.
- c) Participate and assist in coordinating volunteer activities on USFS Lands.
- d) Continue to support outreach efforts with materials and supplies when available
- e) Gather reporting information from NTCDD to address agency goals on outreach and community engagement activities.
- f) Lead efforts in drafting a final report

3. Identify roadblocks in current land management policies and practices that impede the success of managing TIPS so USFS can review the need for updates to the TIPS EA.

NTCD will:

- a) Review treatment success yearly and reevaluate priority populations and success of treatments.
- b) Identify additional herbicides that are more targeted for the TIPS found in the Basin
- c) Assist the LTBWCG in:
 - 1. establishing standard Best Management Practices for projects on and off Forest Service Lands.
 - 2. Identifying critical updates to policies for future projects
 - 3. Addressing the viability of adding herbicides, treating more than 100 acres per year, and grazing opportunities with goats.

The U.S. Forest Service will:

- a) Review database of record to identify treatment success is recorded accurately
- b) Gather information from the NTCDD and the LTBWCG on:
 - 1. Treatment success
 - 2. Priority populations
 - 3. Herbicides
 - 4. BMPs
 - 5. Useful policy update ideas (the viability of adding herbicides, treating more than 100 acres per year, and grazing opportunities with goats, etc)
- b) Lead efforts in drafting a final report and updating USFS policies and strategies to better manage and control TIPS on FS Lands.

Table 1: 2020 Invasive Plants of Management Concern. All species from the Terrestrial Invasive Plant Species (TIPS) Environmental Assessment (EA) (2010) are included in this list regardless of observations in the on LTBMU. Species in **bold** are not included in the TIPS EA (2010) and therefore treatment options on LTBMU land may be limited.

Species information			Rating				
Scientific Name	Common Name	USDA Code	LTBMU	NDA	C DFA	Cal-IPC	LTBWC G
<i>Acroptilon repens</i>	Russian knapweed	ACRE3	Medium	B	A	Moderate	Group 1
<i>Ailanthus altissima</i>	tree of heaven	AIAL	High		C	Moderate	Group 1
<i>Bromus tectorum</i>	cheatgrass	BRTE	Low			High	
<i>Carduus nutans</i>	nodding plumeless thistle	CANU4	High	B	A	Moderate	Group 1
<i>Centaurea calcitrapa</i>	purple starthistle	CECA2	Medium	A	B	Moderate	Group 1
<i>Centaurea diffusa</i>	diffuse knapweed	CEDI3	High	B	A	Moderate	Group 1
<i>Centaurea solstitialis</i>	yellow starthistle	CESO3	Medium	A	C	High	Group 1
<i>Centaurea stoebe</i> ssp. <i>micranthos</i>	spotted knapweed	CESTM	High		A	High	Group 2
<i>Centaurea virgata</i> ssp. <i>squarrosa</i>	squarrose knapweed	CEVIS2	High	A	A	Moderate	
<i>Chondrilla juncea</i>	rush skeletonweed	CHJU	High	A	A	Moderate	Group 1
<i>Cirsium arvense</i>	Canada thistle	CIAR4	High	C	B	Moderate	Group 1
<i>Cirsium vulgare</i>	bull thistle	CIVU	Low		C	Moderate	Group 2
<i>Conium maculatum</i>	poison hemlock	COMA2	Low	C		Moderate	
<i>Convolvulus arvensis</i>	Common bindweed	COAR4	Low		C		
<i>Cytisus scoparius</i>	Scotch broom	CYSC4	Medium		C	High	Group 2
<i>Dipsacus fullonum</i>	teasel	DIFU2	Low			Moderate	Group 1
<i>Dittrichia graveolens</i>	stinkwort	DIGR3	Low			Moderate; Alert	Group 1
<i>Elymus caput-medusae</i>	Medusa head	TACA8	High			High	Group 1
<i>Elymus repens</i>	quackgrass	ELRE4	Low		B		
<i>Hydrilla verticillata</i>	hydrilla	HYVE3		A	A	High	
<i>Hypericum perforatum</i>	common St. Johnswort	HYPE	Medium	A	C	Limited	Group 2
<i>Isatis tinctoria</i>	dyer's woad	ISTI	High	A	B	Moderate	Group 1
<i>Lepidium appelianum</i>	hairy whitetop	CAPU6 or LEAP7	Medium		B		Group 1
<i>Lepidium draba</i>	whitetop	CADR or LEDR	Medium		B	Moderate	Group 1
<i>Lepidium latifolium</i>	perennial pepperweed	LELA2	High	C	B	High	Group 2
<i>Leucanthemum vulgare</i>	oxeye daisy	LEVU	Low			Moderate	Group 2
<i>Linaria dalmatica</i> ssp. <i>dalmatica</i>	Dalmatian toadflax	LIDAD	High	A	A	Moderate	Group 2
<i>Linaria vulgaris</i>	yellow toadflax	LIVU2	High	A		Moderate	Group 2
<i>Lythrum salicaria</i>	purple loosestrife	LYSA2	High	A	B	High	Group 1
<i>Myriophyllum spicatum</i>	Eurasian watermilfoil	MYS P2		A		High	
<i>Onopordum acanthium</i>	Scotch thistle	ONAC	High	B	A	High	Group 1
<i>Phalaris arundinacea</i>	Reed canary grass	PHAR3	Low				
<i>Potamogeton crispus</i>	curly pondweed	POCR3				Moderate	
<i>Potentilla recta</i>	sulfur cinquefoil	PORE5	Medium	A			Group 1
<i>Rubus armeniacus</i>	Himalayan blackberry	RUAR5	Medium			High	
<i>Tamarix chinensis</i> , <i>T. ramosissima</i> , and <i>T. parviflora</i>	tamarisk	TACH2, TARA and TAPA4	High	C		High	Group 1

LTBMU: Lake Tahoe Basin Management Unit. High--Species that have a large ecological impact or invasive potential; species that are easily controlled. Medium--Species that have a moderate ecological impact or invasive potential; species that may be difficult to control. Low--Species that have a low ecological impact or invasive potential; species that require substantial effort to control. N/A--species not evaluated.

NDA: Nevada Department of Agriculture. Category A--Weeds not found or limited in distribution throughout the state; actively excluded from the state and actively eradicated wherever found, actively eradicated from nursery stock dealer premises. Category B--Weeds established in scattered populations in some counties of the state; actively excluded where possible, actively eradicated from nursery stock dealer premises. Category C--Weeds generally established and generally widespread in many counties of the state; actively eradicated from nursery stock dealer premises. Noxious Weed List (http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weed_List/).

C DFA: California Department of Food and Agriculture. A--Eradication or containment is required at the state or county level. B--Eradication or containment is at the discretion of the County Agricultural Commissioner. C--Require eradication or containment only when found in a nursery or at the discretion of the County Agricultural Commissioner. Q--Require temporary "A" action pending determination of a permanent rating. Noxious Weed List (2016) (https://www.cdffa.ca.gov/plant/IPC/encyclopededia/weedinfo/winifo_table-sciname.html).

Cal-IPC: California Invasive Plant Council. High--Species having severe ecological impacts on physical processes, plant and animal communities, and vegetation structure. Moderate--Species having substantial and apparent-but generally not severe-ecological impacts on physical processes, plant and animal communities, and vegetation structure. Limited--Species that are invasive but their ecological impacts are minor on a statewide level or there was not enough information to justify a higher score. Alert--Species with High or Moderate impacts with limited distribution in California, but with potential to spread further. . Online Invasive Plant Inventory Database (2006-2017) (<http://cal-ipc.org/paf/>).

LTBWCG: Lake Tahoe Basin Weed Coordinating Group. 1--Watch for, report, and eradicate immediately. Group 2--Manage infestations with the goal of eradication. Weed Priority List (2011) (<http://tahoeinvasiveweeds.org/weeds/priority.php>).



PO Box 915
Zephyr Cove, Nevada 89448
775-586-1610

AGREEMENT SUMMARY

Marlette SR28 Crossing Realignment and Water Quality Improvement Project

Contractual Parties:

Nevada Tahoe Conservation District (NTCD); US Forest Service (USFS)

Contract Amount:

Up to \$900,000

Effective Dates:

May 1, 2020-September 30, 2023

Project Summary:

The Marlette Creek SR28 Crossing Realignment and Water Quality Improvement Project is a multi-phase project with the goal of improve stream function, water quality, and fish habitat and provide erosion control and stormwater treatment at directly connected outfalls from State Route 28.

This round of funding provided by the USFS will fund Phase 1 of the project. The funding provided is likely in the \$800,000-850,000 range, but an upper value of up to \$900,000 has been selected for board approval as funding amounts are not yet final. Phase 2 will seek funding at a later date.

Phase 1 of the project will stabilize the adjacent road shoulders and provide stormwater treatment at the untreated outfalls from SR 28. This phase will also remove remnant piping along the South Fork of Marlette Creek as well as replace remnant gabions with more natural in channel grade controls to stabilize the creek bed and repair head cuts. For the main Marlette Creek, a series of pools would be built downstream of the existing box culvert to eliminate the current 3-4' drop and replace it with a series of drops that allows for the passage of native trout. Furthermore, the creek could benefit from a small realignment upstream of the SR 28 culvert to move the creek away from the erosive road embankment. Modifications could also be made to the culvert to improve interior conditions for fish passage and reduce road embankment erosion including internal culvert modifications and extension of the culvert on both ends.

The Project seeks to achieve the following objectives:

1. Improve water quality by treating stormwater runoff of SR 28 prior to entering Marlette Creek

2. Improve in channel and riparian habitat by stabilizing the bed and banks of both the South Fork and main branch of Marlette Creek.
3. Expand habitat for native fish by providing fish passage under SR 28.
4. Control adjacent erosion and protect vital highway infrastructure on a scenic recreation corridor by stabilizing road shoulders and realigning the creek, if necessary.

Match funding is expected to be provided by the Nevada Department of Transportation and board approval for match funding will be sought in a future meeting. The agreement will be similar to the approved agreement for the Burke Creek/Rabe Meadow Riparian Restoration Project from September 2019.

The project is part of the Environmental Improvement Project (EIP) with a Tahoe Regional Planning Agency EIP number 01.01.02.0033.

MARLETTE CREEK SR28 CROSSING REALIGNMENT AND WATER QUALITY IMPROVEMENT PROJECT

PROJECT SUMMARY AND SITE PLAN

BACKGROUND

The Marlette Creek watershed is 562 acres in size and is located on the east side of Lake Tahoe between Sand Harbor to the north and Secret Harbor Creek to the south. Marlette Lake was constructed in 1873 to provide water to mines in the Virginia City area. The lake impounded what is known today as Marlette Creek, which has two branches, the main channel mapped as Marlette Creek which receives runoff when the dam is open, and the South Fork of Marlette Creek, which joins the main channel just before the creek crosses under State Route 28. Because of the lengthy history of use for timber and water supply in the area, both forks of Marlette Creek have been man-modified. In 2003, the US Forest Service removed a small earthen dam on the South Fork of Marlette Creek and conducted a small restoration project upstream of this project area. The topography and artifacts in the area show existence of other earthen dams or levies that are now obsolete on both channels but influence the landscape. Just after the confluence of the two branches, the creek enters a large concrete box culvert traveling under SR 28 and eventually adjacent to Thunderbird lodge, out-letting at Chimney Beach. Four stormwater outfalls flow off SR 28 to Marlette Creek with just one of these outfalls having treatment before stormwater flows into the Creek. The SR 28 embankments in the vicinity are steep, unstable, and show signs of active erosion. Dirt shoulders are often used for parking in the vicinity to access popular recreation sites, though some of the unpaved roadside parking was eliminated during a 2019 project along SR 28.

PROJECT DESCRIPTION

Through a partnership with the landowners, the US Forest Service and the Nevada Department of Transportation, the Marlette Creek SR28 Crossing Realignment and Water Quality Improvement Project will restore areas of Marlette Creek in the vicinity of State Route 28 to allow for fish passage, repair head cuts, and restore floodplain connectivity. The project will likely be conducted in two phases. The first phase will address the NDOT SR 28 right-of-way and USFS lands upstream and the 2nd phase would address USFS lands downstream of the NDOT right-of-way and perform additional work on the South Fork of Marlette Creek, if necessary.

Phase 1 of the project will stabilize the adjacent road shoulders and provide stormwater treatment at the untreated outfalls from SR 28. This phase will also remove remnant piping along the South Fork of Marlette Creek as well as replace remnant gabions with more natural in channel grade controls to stabilize the creek bed and repair head cuts. For the main Marlette Creek, a series of pools would be built downstream of the existing box culvert to eliminate the current 3-4' drop and replace it with a series of drops that allows for the passage of native trout. Furthermore, the creek could benefit from a small realignment upstream of the SR 28 culvert to move the creek away from the erosive road embankment. Modifications could also be made to the culvert to improve interior conditions for fish passage and reduce road embankment erosion including internal culvert modifications and extension of the culvert on both ends.

Phase 2 will address channel incision and unstable banks along a half mile of Marlette Creek from the downstream NDOT right-of-way boundary to the just above the eventual outfall at Lake Tahoe. Phase 2 may also perform some adaptive management work on the South Fork of Marlette Creek installing additional grade controls or promoting overbanking through low impact channel modification.

The multi-benefit project will address the stormwater and shoulder stabilization issues on State Route 28 in the catchment (ATK2) helping NDOT achieve important future TMDL milestones. NDOT is committed to treating this

area and has already produced shovel-ready plans for stormwater treatment and shoulder stabilization in this area and some curb and gutter and shoulder stabilization work has been implemented. Based on the 2016 baseline recalculations, this catchment is categorized as a highest pollutant catchment due to potential of fine sediment load per urban area (PLRM V2.1 Recalculated Baseline Pollutant Loads for Washoe County and the Nevada Department of Transportation, 2016).

MUTUAL BENEFITS

NTCD has a mission to promote the conservation and improvement of the Lake Tahoe Basin's natural resources by providing leadership, education, and technical assistance to all basin users. A large portion of the project area (approximately 75%) is within the National Forest System. Both NTCD and the USFS would see the following specific conservation benefits from the Project:

Water Quality: the project will reduce the input of pollutants listed in the Lake Tahoe TMDL to Marlette Creek and Lake Tahoe improving water quality and Lake Tahoe's famed clarity.

Habitat: the project will improve access to quality fish habitat for the native Lahontan Cutthroat Trout (if reintroduction is successful). Lahontan Cutthroat Trout are currently thriving upstream in Marlette Lake.

Riparian and Forest Health and Climate Resilience: the project will expand the riparian boundary of the Marlette Creek system by promoting overbanking where possible improving riparian plant populations, reducing conifer encroachment, and promoting groundwater recharge for a more sustainable baseflow.

The project will help achieve the following TRPA thresholds:

Water Quality: installing stormwater treatment to reduce nutrient and sediment loading to Marlette Creek

Soil Conservation: Improve roughly 1000 linear feet of stream channel through in channel stabilization, reconnecting adjacent floodplain and improving overall riparian health.

Fisheries: Providing fish passage and habitat for Lahontan Cutthroat Trout at State Route 28 providing access to the upstream reaches of Marlette Creek.

CONCEPTUAL PROJECT GOALS, OBJECTIVES AND ANTICIPATED RESULTS

The Project goal is to restore a portion of Marlette Creek to improve stream function, water quality, and fish habitat and provide erosion control and stormwater treatment at directly connected outfalls from State Route 28.

The goal can be split into the following objectives:

1. Improve water quality by treating stormwater runoff of SR 28 prior to entering Marlette Creek
2. Improve in channel and riparian habitat by stabilizing the bed and banks of both the South Fork and main branch of Marlette Creek.
3. Expand habitat for native fish by providing fish passage under SR 28.
4. Control adjacent erosion and protect vital highway infrastructure on a scenic recreation corridor by stabilizing road shoulders and realigning the creek, if necessary.

There are four concrete objectives:

1. Capture and treat State Route 28 stormwater runoff prior to entering Marlette Creek by installing treatment at each stormwater outfall.
2. Stabilize the bed and banks of the South Fork of Marlette Creek and the main branch of Marlette Creek using natural materials.
3. Provide fish passage at the SR 28 culvert.
4. Stabilize SR 28 shoulders, road embankments, and dirt parking areas that are directly connected to Marlette Creek.

PROJECT SCHEDULE

Implementation of the Marlette Creek SR28 Crossing Realignment and Water Quality Improvement Project (Project) will be achieved under four main tasks. Task 1, Project Management includes reporting, coordination, and Technical Advisory Committee (TAC) meetings. TAC meetings will be held at each key design iteration and before, during, and post construction.

Task 2, Permitting and Engineering Design includes the preparation of an alternatives analysis with the selection of a preferred alternative and conceptual design. At the 50 percent design iteration, engineer plans and a cost estimate will be developed, and federal permitting required by the National Environmental Policy Act (NEPA) will commence. This task will include the necessary studies of the area required for NEPA and the modeling required for the Lake Tahoe TMDL. Finally, Task 2 includes 90 and 100 percent engineering plans, a draft and final design report, draft and final specifications, and permits from all relevant regulatory agencies so that a bid package can be prepared.

Task 3, Bid Project, includes advertising bids and selecting a qualified contractor per Nevada Tahoe Conservation District, State, and Federal regulations.

Task 4 is construction of the project and tasks required for construction oversight including staking and materials testing. As-built plans and a memo required for the registration of the catchment with the Lake Clarity Crediting Program will also be produced as part of Task 4.

The Project tasks, major milestones, and schedule are displayed in Table 1 below.

Table 1 Project Tasks and Schedule

Task and Major Milestone	Due Date	Notes
<i>Task 1 Project Management and Administration</i>		
Coordination	Ongoing	6 TAC meetings (Alternatives Analysis, 50% Design, 90% Design, 3 Construction)
<i>Task 2 Permitting and Engineering Design</i>		
Alternative Analysis and Conceptual Plan	January 2021	Conceptual design will be a part of alternatives analysis
50% Design Plans and Engineer’s Estimate	April 2021	
Final NEPA Documents	September 2021	

Task and Major Milestone	Due Date	Notes
90% Design Plans, Specifications, Design Report, and Engineer’s Estimate	September 2021	
Final Plans and Bid Package, Permit Applications	December 2021	Nearly 1 month in advance of bid so that permits can be applied for and obtained
Task 3 Bid Project		
Advertise Project for Bid	January 2022	Local Carson City Paper Ad required
Open Bids and Select Contractor	February 2022	
Task 4 Construction		
Project Construction	August 2022	Construction is expected to take 6 to 8 weeks
As-built Plans	October 2022	
Bond and Permit Closeout	October 2023	Performance and Maintenance Bond, Revegetation Bond, Permit Closeout

COST ESTIMATE

The total projected cost is \$1,030,000 with \$240,500 in design and permitting costs and \$789,500 Construction costs.

MATCH

Match is expected to be provided by the Nevada Department of Transportation \$200,000 and NTCD general fund match of \$6,347. This is phase 1 of the project – phase 2 will address channel erosion downstream of the culvert after the NDOT right-of-way on USFS lands all the way to the outlet at Lake Tahoe.

MAPS AND FIGURES



Figure 1. South Fork Marlette Creek has active down-cutting and remnant gabions from abandoned pipes.



Figure 2. Left: Upstream end of culvert could be extended to reduce road embankment erosion. Right: downstream end of culvert has large drop measuring 3-4 feet.



Figure 3. Stormwater pipes from State Route 28 discharging to Marlette Creek via untreated overland flow.

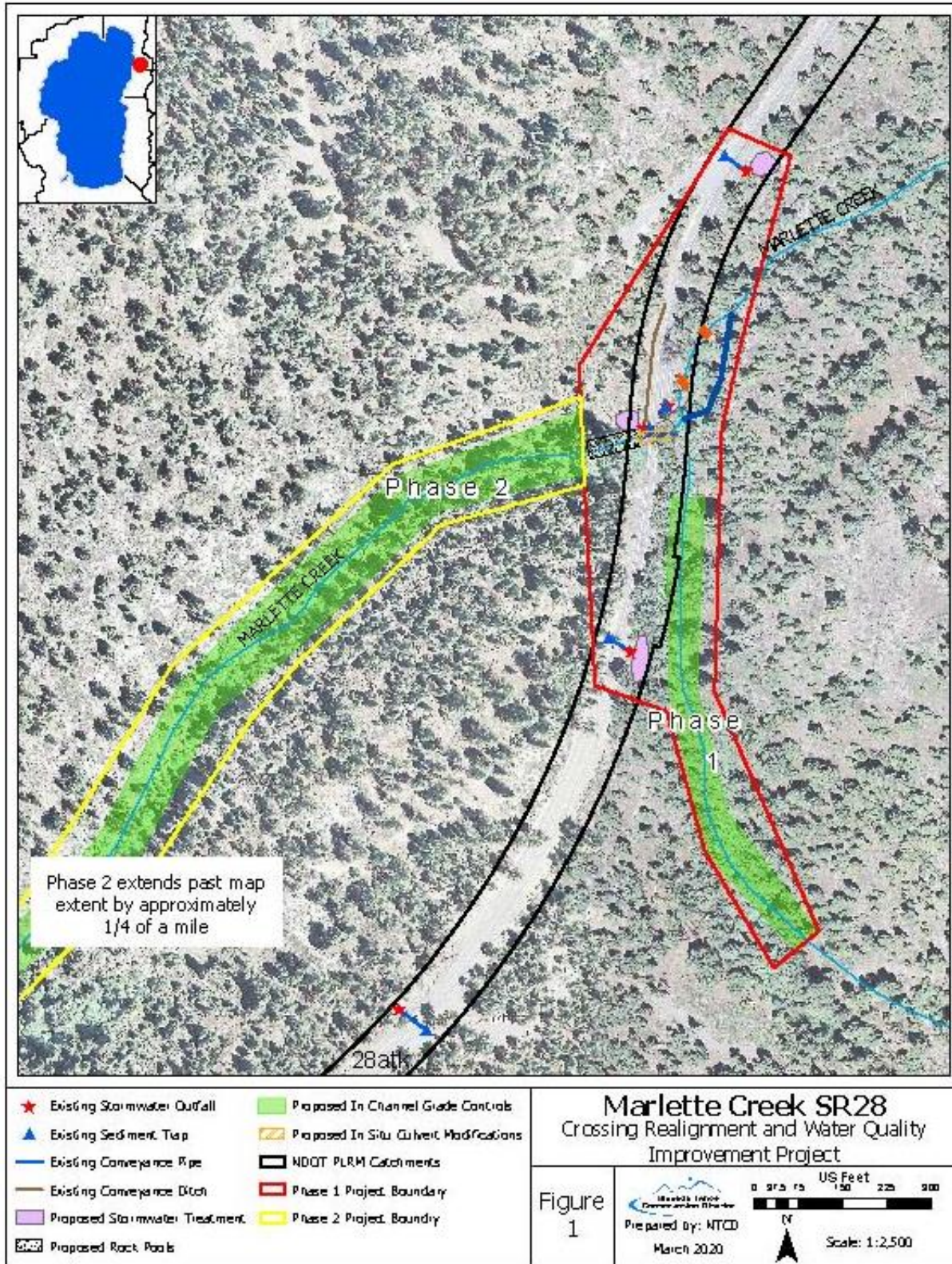


Figure 4. Project Location and Map of Possible Improvements at Marlette Creek.



PERSONNEL POLICIES

(Created: 4/20)

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These are the newly adopted policies for the Nevada Tahoe Conservation District, identified as District from this point forward throughout each document.

1. GENERAL PROVISIONS

1.1. Purpose

These policies are established to carry out the District's intent to adopt uniform personnel policies. Each employee is responsible for reviewing and complying with the District's personnel policies.

The District retains the sole right to manage its affairs and direct its workforce within the existing framework of law (federal, state, and local), but not limited to the right to plan, direct, and control its operations: to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations of its facilities and to require compliance therewith by employees; to discipline and discharge employees for cause. These management rights are not subject to the grievance procedure.

1.2. Scope

Nothing in these policies is intended to supersede applicable local, state, or federal laws or administrative regulations/ordinances related to personnel matters.

1.3. Administration

The District reserves the right to change these personnel policies at any time. Nothing contained in these policies is intended to confer any property right in continued employment or imply a contract of employment.

All employees of the District are expected to read and familiarize themselves with the contents of these policies. After receiving and reviewing these policies, each employee is expected to sign an acknowledgement form. The employee must return the signed acknowledgement form to the Administrator for inclusion into his/her personnel file. Employees who fail to comply with these policies may be subject to disciplinary action, up to and including termination.

All changes, revisions, additions, and notices of deletions to these policies will be made available to all employees.

1.4. Administrative Directive

The District shall have the authority and the duty to develop and disseminate administrative directives, interpretive memoranda, and other administrative

procedures to execute these policies, and to implement the District's personnel program on a consistent basis.

1.5. **Personnel Files**

1.5.1. ***Maintenance of Master Personnel Files***

The District shall maintain a master personnel file for each employee. At the time of hire, each new employee will complete all government-required documentation, all District-required documentation, and when applicable, documentation pertaining to such matters as benefit plans enrollment and beneficiary designations. Where required, the employee is responsible for providing a copy of his/her driver's license or other required license or certificate.

1.5.2. ***Employee Access***

An employee may view the contents of his/her master personnel file upon request. All inspections must be conducted in the presence of the Administrator. An employee may request copies of any or all documents in his/her master personnel file, but may not remove any documents from the file. The District will provide only one set of copies to the employee without charge per year; additional copies may be provided at cost.

1.5.3. ***Negative Information***

The District shall not put negative or derogatory material in an employee's master personnel file unless the employee has had a reasonable opportunity to review the material beforehand. The District will require the employee to sign such material to acknowledge they have reviewed but not necessarily agree. If the employee refuses to sign such material, the District may place it in the employee's master personnel file with a dated notation that the employee refused to sign after having been given an opportunity to do so. Whenever possible, another supervisor/manager should witness the employee's refusal, and should co-sign with the originating supervisor.

1.5.4. ***Employee Information Submitted***

Statements by an employee submitted in rebuttal to adverse material placed in his/her master personnel file will be included in the employee's personnel file. The District may place other information submitted by the employee in the master personnel file if the District finds that such information is relevant to the employee's work history with the District.

1.6. **Confidential Information**

Commented [D01]: This section has been reworked to include an 'access to' section in each type of confidential information

1.6.1. **Identification of Confidential Information**

The following types of information are considered confidential and access to records is limited as listed below:

1 Recruitment and Background Information

The following types of information and records concerning current employees, former employees, and applicants for employment that the District maintains are confidential:

- All information related to an employment application including, but not limited to, letters of reference, résumés, or his/her status as an applicant for employment.
- All information that the District received or compiled concerning the qualifications of an applicant or an employee including, but not limited to, reports by Districts, law enforcement officials, or other individuals concerning the hiring, promotion, performance, conduct, or background of applicants or employees.
- Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.
- Materials used in employment examinations including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.

Access to confidential records is restricted to the following:

- Employees with a business need-to-know in order to fulfill the responsibilities assigned by District;
- The District's manager/administrator, human resources manager, or his/her designee;
- Persons authorized pursuant to any state or federal law or court order (i.e. governmental/legal/auditing/investigating agencies);
- Counsel retained by or on behalf of the District; and
- Any other parties with whom the District has a contractual relationship in order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the District.

2 Personnel-related Information

The following types of personnel-related information are confidential:

- Information in an employee's master personnel file or record of employment which relates to his/her:
 - Performance;
 - Conduct, including any proposed or imposed disciplinary action taken;
 - Protected class membership, date of birth, or social security number;
 - Past or present home address, telephone number, post office box, or relatives; and
- All information concerning the voluntary or involuntary termination of an employee, other than the dates of actual employment.
- The name of an employee's/former employee's designated beneficiary.

Access to these confidential records is restricted to the following:

- The employee;
- The employee's representative when s/he presents a current signed authorization from the employee;
- The employee's manager/supervisor, with a need-to-know, or as needed for a reasonable accommodation and human resources;
- Persons authorized pursuant to any state or federal law or court order;
- Counsel retained by or on behalf of the District;
- District's workers' compensation carrier in order to address a claim filed for workers' compensation; and
- Any other parties with whom the District has a contractual relationship in order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the District.

3 Medical Information

The following types of All medical information are confidential concerning an employee or applicant including, but not limited to:

- Pre-employment and post-employment medical and psychological examinations;
- Disability and documentation;
- Drug and alcohol testing;
- Genetic information;
- Pregnancy, health care provider's/doctor's certification and other communication; ~~and~~
- Subsequent Injury Fund Questionnaire; and

- Any other medical information that an employee or applicant has voluntarily provided or the District has requested.

Notes: Medical information shall be kept in files segregated from other personnel and employment records.

Access to confidential records is restricted to the following unless specifically provided in a separate policy:

- Supervisors and managers, regarding necessary restrictions and accommodations in the employee's duties;
- First-aid and safety personnel;
- Government officials investigating compliance with applicable laws on request;
- State workers' compensation office officials;
- Insurance company employees when the company requires a medical examination to provide health or life insurance; and
- District's workers' compensation carrier in order to address a claim filed for workers' compensation.

The results of a physical examination administered pursuant to NRS 617 may only be provided to:

- The examining physician;
- The employee;
- The District's officer who is responsible for risk management or human resources or his/her designee; and the insurer if an employee has filed a claim pursuant NRS 617.

4 Investigations and Grievances

The District shall keep all information and documents pertaining to an investigation separate from other personnel and employment records ensuring privacy of all employees, witnesses, and other individuals involved. Access is limited to only those individuals with a demonstrable business need-to-know.

Grievance files that include notices, notes, and decisions of appeal will be maintained in a separate file with limited access to only those individuals with a demonstrable business need-to-know.

Access is limited to only those individuals with a demonstrable business need-to-know, including:

- The employee's manager/supervisor, human resources manager, or his/her designee;

- Persons authorized pursuant to any state or federal law or court order;
- Counsel retained by or on behalf of the District; and
- Any other parties with whom the District has a contractual relationship in order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the District.

1.6.2. **Disposal of Personal Records**

- 1 NRS 239B.030 states that government agencies shall ensure that personal information, defined as social security numbers, driver’s license numbers, or bank account numbers, required to be maintained by state or federal statute and received after January 1, 2007, be maintained in a confidential manner.

If the agency has records containing personal information which is not required by specific state or federal statute and the information was received prior to January 1, 2007, the information may be obliterated or removed from documents and computer systems.-

In compliance with the Fair and Accurate Credit Transactions (FACT) Act Disposal Rule, the District shall dispose of sensitive information derived from consumer reports to ensure there will be no unauthorized access to – or use of – any confidential information.

In addition, any identifying personal information which is stored on electronic files shall be destroyed or erased so that the information cannot be read or reconstructed.

- 2 Method of Disposal: The District shall dispose of sensitive information by shredding or burning any and all documents which contain personal information. Although the law specifically applies to consumer reports and the information derived from consumer reports, the District shall, in accordance with good personnel practices, properly dispose of any records containing employee personal or financial information. An electronic record must be destroyed in accordance with the applicable schedule in a manner that ensures the information cannot be retrieved or reconstructed, including, without limitation, overwriting, degaussing and the physical destruction of the storage media.

1.7. **Related Forms**

- District Personnel Policies – Acknowledgment and Receipt

Commented [DM2]: Dana, is there a limit as to how long to keep records on personal records for past employees

Commented [DO3R2]: How long do we need to save personnel records? Documents stored in the master personnel file must be retained for 30 years. And can I digitize old files and keep them electronically? Absolutely!

Commented [DM4]: Does the District still have records on past employees who meet this criteria If so why?

Commented [DO5R4]: Yes. I haven't really throw out any record since I have been there. They don't take up a lot of room so haven't felt the need to purge. I am working on digitizing all old files so that we are not keeping the paper files.

2. EMPLOYEE RELATIONS

2.1. Fair Employment Practices

2.1.1. Policy

The District recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the District may also be considered. The District does not sanction or tolerate discrimination in any form on the basis of any protected class or any other class that becomes protected under federal and/or state law.

The District will:

- Recruit, hire, train, and promote for all job classifications without regard to protected class membership, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, District-sponsored training, social, and recreation programs will be administered in conformance with the District's policy. In addition, the District will not discharge, discipline, or discriminate against an individual because of domestic violence as provided for in NRS 613, discussing compensation as provided for in NRS 613, or using leave as a National Guard member as provided for in NRS 412.
- Hold all supervisors/managers responsible for ensuring that personnel policies, guidelines, practices, procedures, and activities are in compliance with applicable federal and state fair employment practices, statutes, rules, and regulations.

2.1.2. Scope

This policy applies to all persons involved in the operation of the District and prohibits harassment, discrimination, and retaliation by any employee, including supervisors/managers and coworkers, volunteers, customers or clients of the District, and any vendor or other service provider with whom the District has a business relationship. The District will not tolerate instances of harassment, discrimination, or retaliation.

2.1.3. Designated Reporting Officer

The primary responsibilities for ensuring fair employment practices for the District are promoted and adhered to are assigned to the District's designated reporting officer. The designated reporting officer for the District shall be designated by the District Manager. The name and work telephone number of the designated individual will be posted on bulletin boards at District work sites. In the event the designated reporting officer is unavailable, the Administrator is designated as the alternative reporting officer.

2.2. **Anti-Harassment**

2.2.1. ***Policy***

District promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's protected class membership.

2.2.2. ***Prohibited Conduct/Behavior(s)***

The District will not tolerate any form of harassment, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:

- Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.
- Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
- Offensive gestures, expressions and graphics including leering, obscene hand, finger, or body gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
- Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
- Expectations, requests, demands, or pressure for sexual favors.

2.3. **Dealing w/Allegations of Prohibited Conduct/Behavior(s)**

2.3.1. ***Process***

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in this policy by another (e.g. employee, client, customer, vendor, volunteer, contractor, etc.) based on their race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law, as well as those who believe they have witnessed another employee,

client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the District.

2.3.2. Employee Responsibilities

- 1 Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, are encouraged to inform the alleged harasser that the behavior/conduct is unwelcome and must cease.

Note: An employee is NOT required to talk directly to the alleged harasser or to the employee's supervisor/manager. It is critical, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), volunteer(s), contractor(s), etc.

- 2 If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/manager, District's designated reporting officer, or the HR representative.
- 3 Employees who believe the reporting officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate reporting officer or to the District Manager. The District Manager will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct/behavior(s) to the District's attorney.
- 4 An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor/manager is required to report the incident to the reporting officer or HR representative.

Applicants who have concern regarding violations of this policy are encouraged to contact the designated reporting officer or the alternate.

2.3.3. Supervisor/Manager Responsibilities

Regardless of whether the employee involved is in the supervisors/managers department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors/managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the designated reporting officer, HR representative, Department Head, or Administrator. The information reported must include:

- The persons(s) involved, including all witnesses;
- A written record of specific conversations held with the accused and any witnesses; and
- All pertinent facts, including date(s), time(s), and locations(s).

A supervisor's/manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

2.3.4. **Investigation**

- 1 Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the District will ensure that such allegations or complaints are investigated promptly. The District treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process.
- 2 The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees shall be required, upon request, to provide information to regulatory agencies. The District will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.
- 3 The District will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed, and appropriate action has been taken.
- 4 If evidence arises that a participant in the investigation made intentionally false statements, that employee will be subject to disciplinary action, up to and including termination.
- 5 If it is determined that a violation of this policy has occurred, the employee will be subject to disciplinary action up to and including termination. The District will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

2.3.5. **Training**

The District will provide training every two years to all employees on the prevention of prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. A copy of this policy will be made available to applicants upon request.

Commented [DM6]: Have we been keeping up with this?

Commented [D07R6]: We give new hires this and they have to sign upon receipt/review. But as for continued training, no, we have not. Did you when you were DM?

2.3.6. ***Prohibition Against Retaliation***

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The District will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the designated reporting officer or the alternate. The District will promptly investigate and deal appropriately with any allegation of retaliation.

2.4. Reasonable Accommodation for Victims of Domestic Violence

2.4.1. Policy

It is the District's policy to comply proactively with the applicable employment provisions of discrimination laws, including NRS 613, which set forth requirements for employers, absent creating an undue hardship for an employee who is a victim, to provide reasonable accommodation to employees who are victims of domestic violence or whose family or household members are victims of domestic violence. For the purpose of this policy, "family or household members" include the employee's spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

2.4.2. Accommodation

Whenever a manager or supervisor becomes aware that an employee has a need for an accommodation due to domestic violence, the manager/supervisor should promptly notify the EEO Officer.

Upon learning of the employee's need for accommodation due to domestic violence, the Administrator shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for documentation that confirms or supports the reason the employee requires the reasonable accommodations, and the impact of the proposed accommodation on the District.

Reasonable accommodations may include:

- Transfer or reassignment;
- A modified schedule;
- A new telephone number for work; or

- Any other reasonable accommodations which will not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the District or other employees.

2.4.3. Prohibitions

The District will not discharge, discipline, discriminate against, in any manner, or deny employment or promotion to, or threaten to take any such action against an employee because:

- The employee requested to use hours of leave pursuant to this policy.
- The employee participated as a witness or interested party in court proceedings related to a domestic violence act.
- The employee requested accommodation pursuant to this policy, or
- An act of domestic violence was committed against the employee at the workplace.

2.4.2.5. Drug- and Alcohol-Free Workplace

2.4.1-2.5.1. Policy

The District recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug- and alcohol-free workplace policy applies to volunteers as well as employees.

- 1 The District is committed to:
 - Maintaining a safe and healthy workplace for all employees and volunteers;
 - Assisting employees or volunteers who recognize they have a problem with drugs, prohibited substances, or alcohol in receiving appropriate treatment;
 - Periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and
 - When appropriate, taking disciplinary action for failure to comply with this policy.
- 2 The District strictly prohibits the following behavior:
 - a. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee at any time and in any amount. For the purpose of this policy, illegal drugs include those classified as such under local, state, or federal laws. Prohibited substances

include medical and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the District prohibits employees from possessing open containers of alcoholic beverages while on the District's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.

- b. Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the District or placing in vehicles or equipment operated on behalf of the District.
- c. Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug or prohibited substance, regardless of amount.

3 Reporting Requirements

- a. A supervisor/manager who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee which violates District's policies or the law, is required to report this information to his/her supervisor/manager or Administrator immediately. The information reported must include:
 - The persons(s) involved, including all witnesses;
 - Any information gathered, such as actual observation of drug-/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
 - A written record of specific conversations held with the accused and any witnesses;
 - All pertinent facts, including date(s), time(s), and locations(s).
- b. An employee who witnesses or obtains information regarding illegal drug/prohibited substance/alcohol use by his/her immediate supervisor/manager is required to report the incident to that individual's supervisor/manager.

- 4 Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
- 5 Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed

by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the District's Drug- and Alcohol-Free Workplace Policy.

6 The District receives funding through federal grants and is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational marijuana), cocaine, opioids, amphetamines (including methamphetamines), phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are considered illegal Schedule I or II drugs through the federal government. The District is committed to a policy of a drug- and alcohol-free workplace and employees may not have any detectable level of Schedule I or II drugs in their system while at work. Failure to comply will be grounds for disciplinary action, up to and including termination. However, this policy is adopted in compliance with the requirements of NRS 453A.

2.4.2.2.5.2. ***Employee Responsibilities***

- 1 Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
- 2 Employees shall not report to work under the influence of alcohol, illegal drugs, prohibited substances, or misused prescription or over-the-counter drugs, regardless of the amount.
- 3 Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the Districts Employee Assistance Program (EAP) provider, a substance abuse professional, or other treatment provider. The District's medical insurance policy may provide for payment of some or all of the treatment costs.
- 4 It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug s/he is taking may/or will affect his/her ability to safely perform his/her job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the human resources director or department director who will attempt to find an appropriate alternative assignment. If none is available, the employee and the District will take steps consistent with the advice of a health care provider which could include the use of sick leave or a leave of absence. If an employee reports to work under the influence of prescription medication and, as a result, endangers him/herself or others, the employee will be subject to discipline, up to and including termination.
- 5 Each employee must report the facts and circumstances of any drug or alcohol arrest resulting from an incident that occurred while the employee was on duty. Each employee must report the facts and circumstances of any

Commented [DM8]: Confused, I guess I don't know what the however means in relation to medical marijuana (NRS 453a)

Furthermore is there an onus on the District to police for schedule I or II drugs

Commented [DO9R8]: From what I understand, we are restricted in use of marijuana because of our federal funds. If we did not have federal funds, we would fall under NV law.

drug or alcohol conviction which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor/manager a conviction for driving under the influence (DUI), and/or restriction, revocation, or suspension of the driver's license pending adjudication. Notification to District must occur before resuming work duties or immediately after the conviction or revocation/suspension.

~~6~~ Employees in safety sensitive positions identified by the District are subject to random drug and/or alcohol testing as provided in this policy.

76 Employees must act as responsible representatives of the District and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her immediate supervisor/manager or to the Administrator. Such reporting is critical in preventing serious injuries or damage to the District's property.

87 Employees who are required to submit to a drug and/or alcohol test must complete and sign the consent form. Employees acknowledge that by consenting to drug testing, they are waiving any expectation of privacy.

2.4.3-2.5.3. **Employee Assistance and Voluntary Referral**

- 1 The District strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs, prohibited substances, or alcohol under this policy and prior to any other violation of this policy, including a conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance or other treatment program will not be a protection or defense from discipline.
- 2 Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems.
- 3 The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the District's management.

2.4.4-2.5.4. **Reasonable Suspicion Testing**

- 1 When any supervisor/manager has reasonable suspicion that an employee may be under the influence of alcohol, drugs, or prohibited substances, the employee in question will be directed by the supervisor/manager or

Commented [DO10]: This was mentioned in the HR audit that there are a few things like this that aren't really necessary for our organization and we should consider taking them out to more align with our actual practices. We don't have any 'safety sensitive positions' and we don't do random drug tests.

Commented [DM11R10]: I agree with this as section 2.5.4 allows for reasonable suspicion testing

Commented [DM12]: If you think that this would address item 2.5.2 -6 above then I support removal of 6

Commented [DO13R12]: yes

designee or the District's Administrator to submit to drug and/or alcohol testing. This test may include a breath or blood test or urinalysis.

- 2 The supervisor/manager shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the supervisor/manager or designee to authorize the drug and/or alcohol test of an employee.
- 3 The supervisor/manager or designee or the District's Administrator shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be placed on administrative leave with pay pending results of the test.

An employee who is required to submit to reasonable suspicion testing:

- a. Must sign a consent form. By consenting to testing, the employee acknowledges that s/he is waiving any expectation of privacy.
- b. Will be immediately provided transportation by the District to the location of the test.
- c. Will be advised to refrain from eating or drinking before being tested.
- d. Will be provided transportation by the District or transportation arrangements will be made available by the District after the employee submits to the test, or if the employee refuses to be tested.

Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- Information provided either by reliable and credible sources or independently corroborated.
- The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the supervisor/manager that an employee is violating the District's policy.
- Direct observation of drug, prohibited substance, or alcohol use while on duty.
- The first line supervisor or another supervisor/manager directly observes an employee using drugs, prohibited substances, or alcohol while an employee is on duty.
- Employee admits using drugs, prohibited substances, or alcohol prior to reporting to work or while at work.

Commented [DM14]: Section 2.5.9 addresses what to do if refusing to sign

- Drug, prohibited substance, or alcohol paraphernalia possibly used in connection with illicit drugs or alcohol found on the employee's person or at or near the employee's work area.
 - Evidence that the employee has tampered with a previous test for drugs, prohibited substances, drug and/or alcohol.
- 4 The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test for drugs, prohibited substances, or alcohol:
- a. *A pattern of abnormal or erratic behavior:* This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
 - b. *Presence of physical symptoms of drug and/or alcohol use:* The supervisor/manager observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.
 - c. *Violent or threatening behavior*
 - i. *First Incident:* If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the supervisor/manager may request that the employee submit to drug and/or alcohol testing.
 - ii. *Second Incident:* Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the supervisor/manager will request that the employee undergo drug and/or alcohol testing.
 - d. *Absenteeism and/or tardiness:* If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

2.4.5.2.5.5. **Post-Accident Testing**

- 1 Each employee involved in a workplace accident will be tested for illegal drugs, prohibited substances and alcohol as soon as possible after the

accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:

- Death;
- Medical treatment of employee or another individual, other than first-aid;
- Loss of consciousness; or
- Property damage estimated to be valued at or in excess of five hundred dollars (\$500.00).

2 An employee who is subject to a post-accident test:

- a. Must sign a consent form. By consenting to testing, the employee acknowledges that s/he is waiving any expectation of privacy.
- b. Must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test.
- c. Will be immediately provided transportation by the District to the location of the test.
- d. Will be advised to refrain from eating or drinking before being tested and must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.
- e. Will be provided transportation by the District or transportation arrangements will be made available by the District after: if the employee submits to the test or refuses to be tested, the employer will provide transportation for the employee to his/her home.

An employee may be placed on administrative leave with pay pending the results of this test. Upon completion of the test:

- If the employee caused or contributed to the accident, or the District determines there is a risk to return him/her to work, the employee will be provided transportation to his/her home or the District will make transportation arrangements, and the employee will be placed on administrative leave with pay pending the results of this test.
- If the District determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.

If the test comes back positive and the District needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.

Note: NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. By consenting to post-accident testing, the employee waives any expectation of privacy.

- 3 In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the District to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.
- 4 In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the District to obtain the test results from such officials.

2.4.6.2.5.6. Safety-Sensitive Positions

- 1 The District shall conduct pre-employment testing for drugs and random testing for drugs, prohibited substances, and/or alcohol for positions identified as safety-sensitive by the District. Successfully passing these tests is a condition of future or continued employment.
- 2 Safety-sensitive positions mean -positions which may, in the normal course of business:
 - a. Require the employee to operate the District's vehicles or heavy equipment or private vehicle on company business on a regular and recurring basis; and/or
 - b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
- 3 The District shall maintain a list entitled "List of Positions Designated as Safety-Sensitive." The list shall be a public record. ~~Before a position is included on this list, the employer should post a notice in a conspicuous location accessible to employees at the work site affected that a position is to be included as safety-sensitive for purposes of pre-employment drug testing and random drug and alcohol testing. The notice will afford an opportunity for comment within a 20-calendar day period.~~

Commented [DO15]: I don't really think we have any safety-sensitive positions.
Who is subject to DOT drug & alcohol testing? Anyone designated in DOT regulations as a safety-sensitive employee is subject to DOT drug & alcohol testing. What follows is an overview of what jobs are defined as safety-sensitive functions subject to testing.
•Aviation FAA Flight crews, flight attendants, flight instructors, air traffic controllers at facilities not operated by the FAA or under contract to the U.S. military, aircraft dispatchers, aircraft maintenance or preventative maintenance personnel, ground security coordinators and aviation screeners. Direct or contract employees of 14 CFR Part 121 or 135 certificate holders, Section 91.147 operators and air traffic control facilities not operated by the FAA or under contract to the US Military. See FAA regulations at 14 CFR Part 120.
•Commercial Motor Carriers FMCSA Commercial Drivers License (CDL) holders who operate Commercial Motor Vehicles, 26,001 lbs. gvwr. or greater, or operate a vehicle that carries 16 passengers or more including the driver, or required to display a DOT placard in the transportation of hazardous material.1 In some instances, states allow waivers from this qualification, such as operators of fire trucks and some farm equipment. Check with your state department of motor vehicles for more information. See FMCSA regulation at 49 CFR Part 382.
•Maritime USCG2 2 An agency of the U.S. Department of Homeland Security. Crewmembers operating a commercial vessel. See USCG regulations at 46 CFR Parts 4 & 16.
•Pipeline PHMSA Operations, maintenance and emergency response. See PHMSA regulations at 49 CFR Part 199, Railroad FRA Hours of Service Act personnel, engine & train, signal service or train dispatchers. See FRA regulations at 49 CFR Part 219.
•Transit FTA Vehicle operators, controllers, mechanics and armed security. See FTA regulations at 49 CFR Part 655. Links to these regulations can be found on-line at www.dot.gov/odapc.

Commented [DM16R15]: A quasi sensitive safety issue is working in highway right of way. But the way you described it to me is that we are working with NDOT who is controlling the traffic? If we have this section then it mandates a 50% testing criteria which I do not see a need for as we have section 2.5.4 above

2.4.7-2.5.7. **Random Testing**

- 1 All employees in positions identified as safety-sensitive by the District shall be subject to random testing for drugs, prohibited substances, drug and alcohol testing.
- 2 Per DOT testing guidelines for CDL holders, the employer will test for drugs/prohibited substances at a minimum, 25% of the average number of employee-CDL positions each calendar year. The employer will alcohol test at a minimum, 10% of the average number of employee-CDL positions each calendar year.
- 3 For all other safety-sensitive positions, the employer will test for drugs/prohibited substances at a minimum, 50% of the average number of employee positions designated as safety-sensitive each calendar year. The District will alcohol test, at a minimum 10% of the average number of employee positions designated as safety-sensitive each calendar year.
- 4 The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.
- 5 An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
- 6 Employees selected for a random test but absent due to annual leave/vacation, sick leave, other leave, or on urgent District business approved by their supervisor/manager will not be notified to take the random test until the first day they return to work after random selection.
- 7 Random selection may result in some employees being tested more than once each year; some may not be tested at all.

2.4.8-2.5.8. **Return-to-Work Testing/Follow-Up Testing**

- 1 If the District agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs, prohibited substances, or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the District. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The District will review the conditions of continued

Commented [DO17]: Also recommended to take this out considering we do not do random drug tests.

Commented [DM18R17]: I agree, we have section 2.5.4

employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The District may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.

- 2 Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

2.4.9.2.5.9. **Consequence of Refusal to Submit to Testing/Adulterated Specimen**

The following shall be treated as a positive test and (select one: may or will) result in disciplinary action, up to and including termination:

- Refusal to submit to testing for drugs, prohibited substances, and/or alcohol, or who consents to a test but fails to appear timely at the collection site, or who fails to give his/her sample after reasonable opportunity to do so, or engages in conduct which attempts to or does impact the validity of any such testing, will be treated as a refusal to submit to a test. Such refusal shall be treated as a positive test.
- Submission of an invalid, substituted, or adulterated specimen will be considered a refusal to test and such refusal shall be treated as a positive test.
- A diluted positive test result shall be treated as a positive test.

2.4.10.2.5.10. **Testing Guidelines**

- 1 The District may test for alcohol and illegal/prohibited substances including but not limited to:
 - Marijuana (THC)*
 - Cocaine, including crack
 - Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxymorphone, and oxycodone
 - Amphetamines, including methamphetamines
 - Phencyclidine (PCP)

*Tests for marijuana for workers' compensation purposes must be a blood test per requirements set forth in NRS 616C.230.

- 2 In addition to testing for the above substances, CDL holders are subject to testing for the following substances:
 - 6-Acetylmorphine
 - MDMA (Ecstasy)

Commented [DM19]: I suggest may as circumstances are always to be considered

Commented [SN20]: Select "may" or "will." See comment with Section 1.4 for more information on making this selection.

- 3 Where applicable, the District will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

2.4.11-2.5.11. **Option for Drug/Prohibited Substance Retest**

- 1 In the event that an employee is required to submit to a screen test for drugs/prohibited substances within 30 days of employment, the employee shall have the right to submit an additional screening test, at his/her own expense, to rebut the results of the initial screening test. The District shall accept and give appropriate consideration to the results of such a screening test. This provision does not apply to the extent that it is inconsistent or otherwise conflicts with an applicable collective bargaining agreement or federal law, or to a position funded by a federal grant.
- 2 In all other cases:
 - a. No later than 72 hours after receipt of a positive ~~drug~~ test, an employee may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice.
 - b. Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the U.S. Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
 - c. The employee will be required to authorize the laboratory to provide the District with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The results of the confirmatory test are final.

2.4.12-2.5.12. **Requirement for Drug Retest**

An employee who tests negative dilute will be required to immediately retest. The employee will:

- Be given the minimum possible advance notice of retest,
- Will be accompanied by a supervisor to the collection site, and
- Will not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed to do so by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and the District will not conduct a third test unless directed to do so by the Medical Review Officer.

2.4.13-2.5.13. Searches

- 1 If the District suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the District may search District vehicles, lockers, desks, and work areas, as outlined in District's Use of Employer Property and Premises policy. ~~The employer may take whatever legal means are necessary to determine whether alcohol or illegal drugs are located or being used on employer property. The District may call upon law enforcement authorities to conduct an investigation if deemed necessary.~~
- 2 ~~Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the District's representative conducting the search.~~

Commented [DM21]: Cleaner, good

2.5.14. Violation of Policy

- 1 Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
- 2 An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
 - a. Direct observation of illegal use of drugs or use of prohibited substances, prohibited use of alcohol, or possession of illegal drugs, prohibited substances, alcohol or related contraband;
 - a. Evidence obtained from an uncontested motor vehicle citation or a conviction for use or possession of illegal drugs or for the use, or being under the influence, of alcohol on the job;
 - b. A verified positive test result; or
 - c. An employee's voluntary admission.
- 3 Prior to determining its course of action, the District may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.
- 4 If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to,

rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will not be at the District's expense; however, employees may use benefits provided by applicable insurance coverage. Failure by the employee to enroll, within the required timeframe, in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment.

- 5 When an employee undergoes treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:
 - a. Monitoring of the treatment program and the employee's participation by the District;
 - b. Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the *Return-to-Work Testing/Follow-Up Testing* section and
 - c. Any other reasonable condition that the District deems necessary to maintain a safe and healthy workplace for all employees.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

- 6 Appropriate disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.

2.4.14, 2.5.15. **Confidentiality**

~~Test~~All medical and rehabilitation records are confidential and may not be disclosed without the prior written consent of the employee, authorizing court order, or otherwise as permitted by state and federal law. ~~Positive test~~ results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the District's attorney; an District representative necessary to respond to an alleged violation of this policy; individuals within the District who have a need-to-know of drug, prohibited substance, and/or alcohol testing results; and a court of law or administrative tribunal, as required.

2.5.2.6. **Prohibition of Workplace Violence**

2.5.1.2.6.1. **Policy**

The District is committed to providing for the safety and security of all employees, volunteers, customers, visitors, and property.

2.5.2.2.6.2. **Scope**

This policy applies to all employees, including full-time, part-time, casual/ temporary/seasonal, and elected officials, as well as volunteers and contract employees and anyone else on the District's property.

2.5.3.2.6.3. **Implementation of Policy**

- 1 The District will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the District, or which occur on property owned or controlled by the District or during the course of the District's business. Examples of workplace violence include, but are not limited to, the following:
 - All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the District, regardless of the relationship between the District and the parties involved in the incident.
 - All threats of any type or acts of violence occurring off the District's premises involving someone who is acting in the capacity of a representative of the District.
 - All threats of any type or acts of violence occurring off the District's premises involving an employee of the District, if the threats or acts affect the legitimate interests of the District.
 - Any acts or threats resulting in a criminal conviction of an employee or agent of the District or of an individual, performing services for the District on a contract or temporary basis which adversely affect the legitimate interests and goals of the District.
- 2 Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
 - Hitting, shoving, or otherwise assaulting an individual;
 - Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
 - The intentional or malicious destruction or threat of destruction of the District's property, or property of another employee;
 - Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication;
 - Harassing surveillance or stalking;
 - Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on District business.
 - Displaying overt signs of extreme stress, resentment, hostility, or anger;

• Making intimidating, abusive, or threatening remarks:

- Displaying irrational or inappropriate behavior.

The District desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, volunteer, visitor, other individual, or property. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on District property is encouraged to report incidents of threats or acts of violence of which s/he is aware. Threats or acts of violence may include:

Discussing weapons or bringing them to the workplace.

Displaying overt signs of extreme stress, resentment, hostility, or anger.

Making intimidating, abusive, or threatening remarks.

Sudden or significant deterioration of performance.

- 3 Reports of violence or threatening behavior should be made to the Human Resources Department, an employee's immediate supervisor or manager, or any other supervisory or management employee. The District is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the District's policies or in state, federal, or other applicable law.

2.6.4. Violation of Policy

2.5.4. Violations

Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The District may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.

~~Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition,~~ actions necessary for bona fide self-defense or protection of employees of the District or of District's property shall not be considered to violate this policy.

Commented [DM22]: Agree, by adding a list it makes it difficult to consider items outside the list

~~2.5.5.2.6.5.~~ **Temporary Restraining Orders**

The District may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360, ~~when it has reason to believe that:~~

- ~~a.— A person knowingly threatens to cause or commits an act that causes:

 - Bodily injury to him/herself or to another person;
 - Damage to the property of another person; or
 - Substantial harm to the physical or mental health or safety of a person.~~

~~The threat is made or an act committed against the employer, any employee of the employer while performing employment duties, or against a person present at the District's workplace; and~~

~~The threat would cause a reasonable person to fear that the threat will be carried out, or the act would cause a reasonable person to feel terrorized, frightened, intimidated, or harassed.~~

- ~~1. — Such order of protection against harassment in the workplace may:

 - a.— Enjoin the alleged harasser from contacting the employer, an employee of the employer while performing his/her duties, and any person while the person is present at the District's workplace;~~

~~Order the alleged harasser to stay away from the workplace; and~~

~~Order such other relief as the court deems necessary to protect the employer, the workplace of the employer, the District's employees while performing their employment duties, and any other persons who are present at the workplace.~~

~~2.5.6.2.6.6.~~ **Employment of Relatives**

Pursuant to the provisions of NRS 281.210, no officer or appointing authority of the District may employ in any capacity on behalf of the District any relative of such person who is within the third degree of consanguinity or affinity. Existing employees may continue in their current position following the election or appointment of their relative to an appointing authority position.

In addition, no person shall be employed in a position if such employment would require supervision by a relative who is within the third degree of consanguinity or affinity.

Commented [DM23]: I agree, as statutes change it is harder to keep the policy current. But, if an employee asks what is NRS 33.200 etc then it should be provided

2.6.2.7. Code of Ethical Standards

The elected and appointed officers and employees of the District recognize that holding public office and/or employment is a public trust. To preserve that trust, the District demands the highest code of conduct and ethical standards. The purpose of this policy is to define and establish the standards of ethical conduct that are required of public officials and employees so as to ensure their professional integrity in the performance of their duties.

The officers, employees, and volunteers of District shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.

- All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.
- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost professionalism and courtesy.
- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employee’s agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any actual or potential conflict of interest in connection with their employment.
- They will use District resources in a proper manner.
- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.
- They will, at all times, act in a way that upholds the values and the integrity and good reputation of District.
- They will comply with any other conduct requirement that is prescribed by the District.

In addition, the District’s officials and employees are required to comply with the provisions of NRS 281A.400 and NRS 281.

Violations of any of the above provisions (select one: may or will) result in disciplinary action, up to and including termination.

Commented [DM24]: I recommend May as circumstances should be allowed to be considered

Commented [SN25]: Select “may” or “will.” See comment with Section 1.3 for more information on making this selection.

2.7.2.8. Political Activity

2.7.1.2.8.1. Policy

Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to: soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause during work hours is prohibited. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or employment, including a citizen requesting service supplied by District, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

Employees may not participate in any of the above-mentioned activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of the District.

Employees are expressly forbidden to use any District resources, including but not limited to: interoffice mail, email, telephone, fax machines, the Internet, or copy machines to engage in any political activity outside the approved scope of the employees' official duties.

2.7.2.2.8.2. Running for or Holding Political Office

While employees are encouraged to participate in the political process, they must understand the District also has an obligation to provide service to the public.

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any campaign-related business while on duty.

If there is a conflict with, or the activities hinder the performance of the duties with District, the employee will comply with one of the following: (Final approval is at the District's sole discretion.)

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued leave time, or;
- The employee may request unpaid leave.

The maximum duration of unpaid leave time approved will be 14 days. District's leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

2.8.3. Election-Related Communications

Pursuant to NRS 294A, any election-related communications published in support of or opposition to a candidate which contain official contact information of District must state that the communication is not endorsed by and is not an official publication of District.

2.8.2.9. Work Stoppage Prohibited

No employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, sick out, or any other intentional interruption of work. Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including termination.

2.9.2.10. Use of District Property and Premises

2.9.2.10.1. Policy

Employees will use the District's property and equipment including, but not limited to, monies and funds, communication equipment, vehicles, tools, and facilities only for work-related purposes as directed or approved by management. When using District property and equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with safety standards and guidelines. Employees will not misuse, destroy, or otherwise use in an improper or unsafe manner any property of the District. Employees are prohibited from making unauthorized copies, any other unauthorized use of, or allowing or facilitating the unauthorized possession by others of District keys or other access devices. Employees are prohibited from transporting family members and/or pets in the District's vehicles unless specifically authorized to do so by their supervisor/manager.

2.9.2.10.2. Searches

The District may authorize the examination of lockers, desks, vehicles, and all other property and spaces owned or controlled by the District to check for the presence of any unauthorized material, weapons of any type, or controlled substances including, but not limited to, alcohol, illegal drugs, and prohibited substances. Prior notice to employees that District-owned property or space is to be searched is not required; entrance onto or use of District property is deemed consent.

If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The District may take whatever legal means are necessary, consistent with this policy, to determine whether unauthorized material.

weapons of any type, or controlled substances are located or being used on District premises. The District may call upon law enforcement authorities to conduct an investigation if deemed necessary.

Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the District's representative conducting the search.

2.10.2.11. Information Technology

2.10.2.11.1. Policy

The District requires employees to use information technology (computer systems, telecommunication and other devices, and electronic information/communication) responsibly and in a manner which is not detrimental to the mission and purpose of District. To maintain a level of professionalism, any publication through any means (electronic or otherwise) which is potentially adverse to the operation, morale, public perception, or efficiency of District will be deemed a violation of this policy.

Employees are prohibited from engaging in any conduct which would violate District policy or procedure. Use of personal or District electronic devices to engage in such conduct can create liability for the District, and as such, obligates the District to undertake reasonable procedures to investigate such allegations, including but not limited to inspection of such equipment. In the event an employee becomes the subject of such an investigation, and the allegations include potential violations of District policies, whether on work or personal time, and whether using District or personal devices, the District will undertake such an investigation and inquiry by all means allowable under state and federal law.

2.10.2.11.2. Privacy

Employees should not expect privacy with respect to any of their activities when using the District's computer and/or electronic and telecommunication property, systems, or services even when accessing from a personal device. Use of passwords or account numbers by employees does not create a reasonable expectation of privacy and confidentiality of information being maintained or transmitted. The District reserves the right to review, retrieve, read, and disclose any files, messages, or communications that are created, sent, received, or stored in the District's network, or on the District's computer systems and/or equipment. The District's right to review, also called monitoring, is for the purpose of ensuring the security and protection of business records, preventing

unlawful and/or inappropriate conduct, and creating and maintaining a productive work environment.

In accordance with provisions of NRS 613.135, the District will not request usernames and passwords for personal social media accounts and will not take any type of employment action against an employee who refuses to provide the username and password for their personal social media account. This provision does not prevent an employer from requiring an employee to disclose their username and password for access to the District's computer or information system.

2.10.3-2.11.3. Use

- 1 The computers, electronic equipment, associated hardware and software, including, but not limited to, electronic mail (email or instant messaging "IM") and access to online services, as well as voice mail, pagers, smart phones, and faxes, even when accessed from a personal device, belong to the District and, as such, are provided for business use. Very limited or incidental use by employees of District-owned equipment for personal, non-business purposes is acceptable as long as it is:
 - a. Conducted on personal time (i.e., during designated breaks or meal periods);
 - b. Does not consume system resources or storage capacity;
 - c. Does not involve any prohibited uses; or
 - d. Does not reference the District or themselves as an employee without prior approval. This includes, but is not limited to:
 - Text which identifies the District.
 - Photos which display the District's logos, patches, badges, or other identifying symbols of employer.
 - Information of events which occurs involving the District without prior approval.
 - Any other material, text, audio, video, photograph, or image which would identify the District.
- 2 Employees loading, importing, or downloading files from sources outside the District's system, including files from the Internet, social media sites, and any computer disk/drive, must ensure the files and disks/drives are scanned with the District's current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.
- 3 Employees may use information technology, including the Internet, and social media sites during work hours on job-related matters to gather and

disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations regarding business issues.

- 4 An employee's use of the District's computer systems, telecommunication equipment and systems, and other devices or the employee's use of personally-owned electronic devices to gain access to District's files or other work-related materials maintained by District constitutes the employee's acceptance of this policy and its requirements.

2.10.4.2.11.4. ***Prohibited Use***

Prohibited use includes, but is not limited to, the following:

- 1 Sending, receiving, or storing messages or images that a "reasonable person" would consider to be offensive, disruptive, harassing, threatening, derogatory, defamatory, pornographic, indicative of illegal or prohibited activity, or any that contain belittling comments, slurs, or images based on any protected class membership.
- 2 Subscriptions to newsletters, advertising, "clubs," or other periodic email which is not necessary for the performance of the employee's assigned duties.
- 3 Engaging in political activities including, but not limited to, solicitation or fund raising.
- 4 Engaging in religious activities including, but not limited to, proselytizing or soliciting contributions.
- 5 Conducting outside employment in any manner.
- 6 Engaging in illegal, fraudulent, defamatory, or malicious conduct.
- 7 Writing or participating in blogs that injure, disparage, and/or defame the District, members of the public, and/or its employees' reputations by name or implication.
- 8 Downloading, uploading, or otherwise transmitting without authorization:
 - Confidential or proprietary information or material
 - Copyrighted material
 - Illegal information or material
 - Sexually explicit material
- 9 Obtaining unauthorized access to other systems.
- 10 Using another person's password or account number without explicit authorization by the District.

- 11 Improperly accessing, reading, copying, misappropriating, altering, misusing, or intentionally destroying the information/files of the District and other users.
- 12 Loading unauthorized software or software not purchased or licensed by the District.
- 13 Breaching or attempting to breach any security systems or otherwise maliciously tampering with any of the District's electronic systems including, but not limited to, introducing viruses.
- 14 Using the District's information technology for personal, non-business purposes in other than a limited or incidental way.
- 15 Opening, clicking-on, or downloading any suspicious or unusual electronic mail, attachment, or hyperlink
- 16 Inserting a flash drive from an unknown source into the District's computer/network.

2.11.2.12. **Use of Tobacco or Smoking Products**

As required in accordance with NRS 202.2483 (Nevada Clean Indoor Act), smoking in any form, including electronic smoking devices and similar products, is prohibited within any building owned, leased, contracted for and utilized by the District. This prohibition extends to areas that are routinely or regularly used by employees, including but not limited to: work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, reception areas, and vehicles the District owns or uses. The District may designate an outdoor smoking area for its employees. The District shall not allow the use of tobacco or smoking products during staff and training meetings.

2.12.2.13. **Reporting Convictions, Investigations, and Change of License**

2.12.2.13.1. **Reporting Convictions**

All employees and volunteers are required to immediately report convictions, guilty or nolo contendere plea, or deferred adjudications for felony, misdemeanor (excluding juvenile adjudication) or any lesser crime other than a minor traffic infraction to their supervisor or manager. Convictions shall not automatically impact the employees' employment or the volunteer's assignment. The District will make an assessment of the effect of the conviction to the essential duties of the position the employee holds or the duties the volunteer performs.

2.12.2.2.13.2. **Reporting Investigations**

All employees and volunteers are required to immediately report to their supervisor or manager if they are under investigation by a licensing board or other regulatory entity for actions related to their employment or volunteer assignment.

2.12.3.2.13.3. **Reporting Changes of License**

An employee or volunteer must immediately notify his/her supervisor or manager of any suspension, restriction, or revocation of his/her driver's license, permit, or other license or certification required for the performance of his/her assigned job.

2.14. **Workplace Safety**

Employees have a duty to comply with all safety rules and are expected to take an active part in maintaining a hazard-free environment. Nevada OSHA requires that each new employee reads, understands, and signs the Nevada Workplace Safety Rights and Responsibilities form. Employees are to direct questions to his/her supervisor.

Employees are expected to observe all posted safety rules, adhere to all safety instructions, and properly use all equipment. Employees are required to report any accidents or injuries, and any breaches of safety to his/her supervisor as soon as possible.

Disciplinary action, up to and including termination, may be imposed for violation of known safety policy and/or procedure.

Employees with ideas, concerns, or suggestions for improved safety within the workplace are encouraged to raise them with their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports made in good faith may be made without fear of discrimination or retaliation.

2.13.2.15. **Employee Bullying**

2.13.1.2.15.1. **Definition**

The District defines bullying as repeated mistreatment of one or more persons by one or more perpetrators that takes one of the following forms:

- a. Verbal abuse;
- b. Offensive conduct/behaviors (including nonverbal, physical, and cyber bullying) which are threatening, humiliating, or intimidating), or
- c. Work interferences, such as sabotage, which prevents work from getting done.

2.13.2.2.15.2. **Purpose**

The purpose of this policy is to communicate that the District will not tolerate bullying behavior. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination.

2.13.3.2.15.3. **Prohibited Conduct**

The employer considers the following types of behavior examples of bullying (this list is not all-inclusive):

- *Verbal Bullying* including slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
- *Physical Bullying* including pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
- *Nonverbal Bullying* including nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- *Cyberbullying* including repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, social media, or any other type of digital technology.
- *Workplace Interference* including sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; unreasonably assigning menial tasks outside of a person's normal job duties.

2.13.4.2.15.4. **Dealing with Allegations of Bullying**

1 Process

Employees or applicants who believe they are being bullied by another (e.g. employee, volunteer, customer, vendor, contractor, etc.), as well as those who believe they have witnessed another employee, volunteer, customer, or member of the public being subjected to bullying behavior, have an affirmative duty to bring the situation to the attention of the District.

2 Supervisor/Manager Responsibilities

A supervisor/manager is required to report this information to the designated reporting officer, or the Administrator immediately.

3 Investigation

Upon being made aware of allegations or complaints of bullying, the District will ensure that such allegations or complaints are investigated where deemed necessary.

The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. The District will release information obtained only to those individuals with business need-to-know or involved in the investigation and the administration of the complaint, or as required by law.

The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed and appropriate action, if any, has been taken.

If it is determined that bullying has occurred, the employee (select one: may or will) be subject to corrective action up to and including termination. The District will ~~take appropriate action.~~ also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

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2.13.5.2.15.5. Prohibition Against Retaliation

The District will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the Reporting/EEO Officer or the alternate. The District will promptly investigate and deal appropriately with any allegation of retaliation.

2.14.2.16. Telecommuting

2.14.1.2.16.1. Purpose

The purpose of this policy is to define the telecommuting program of the employer and the guidelines under which it will operate.

Telecommuting is defined as working at an alternate worksite that is away from the main or primary worksite typically used by the employer. Telecommuting is a mutually agreed upon alternative work location between the telecommuting employee and employer.

Telecommunicating is not an employee benefit, but rather a work alternative or possible reasonable accommodation based upon the job content, satisfactory work performance, and work requirements of the department and employer.

2.14.2.2.16.2. Scope

The policy applies to all employees, supervisors, and managers who are approved to telecommute as a work alternative.

2.14.3.2.16.3. ***Requesting Permission to Telecommute***

An employee who wishes to request a telecommuting arrangement shall submit a written request for approval to his/her supervisor/manager. The request shall be approved by the appropriate supervisor/manager before employee may telecommute.

2.14.4.2.16.4. ***Employee Rights and Responsibilities***

Except as specified in this policy or agreed to in the individual telecommuting agreement signed by the employee and his/her supervisor, employee rights and responsibilities are not affected by participating in telecommuting. An employee's compensation, benefits, and expected total number of hours worked will not change regardless of work location.

No benefits provided by employer are enhanced or abridged by the implementation of a telecommuting agreement. All forms of telecommuting imply an employee-employer relationship. The employee is expected to adhere to all of the same policies, regulations, and performance expectations established for all employees of employer.

Telecommuting employees must keep their supervisor/manager informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while telecommuting. The employee must generate a synopsis of activities and accomplishments for the workday in a prescribed format. Methods of planning and monitoring the work shall be at the discretion of the supervisor/manager and/or employer.

Office needs will take precedence over telecommute time. An employee must forgo telecommuting if needed in the office on the regularly scheduled telecommute time.

The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform their normal job functions unless otherwise stated in the written agreement. Equipment supplied by employer is to be used for business purposes only. Any additional financial burden resulting from the telecommuting arrangement is solely the responsibility of the employee.

Employee must notify his/her supervisor of any changes to his/her standard workweek (i.e. sickness, health care provider visits, or annual leave).

Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults, in need of primary care, are in the alternate work location during employees' work hours, some other individual must be present to provide care.

2.14.5.2.16.5. ***District's Rights and Responsibilities***

Participation in a telecommuting agreement is at the sole discretion of the employer, unless identified as a reasonable accommodation. Except as specified in this policy or agreed to in the individual telecommuting agreement, employer rights are not affected by an employee's participation in telecommuting.

The employer will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment. Employer must manage the work of employees in their area of responsibility and assure that employees receive the assistance they need to accomplish their responsibilities.

The employees will be given as much advance notice as possible if they will be needed in the office on the regularly scheduled telecommute day.

Each telecommuting agreement will be discussed and renewed at least annually, or whenever there is a major job change. Because telecommuting is selected as a feasible work option based on a combination of job characteristics, employee performance, and employer needs, a change in any one of these elements may require a review of the telecommuting agreement.

Employer may, upon notice, inspect the employee's alternate workspace for safety and workers' compensation concerns.

2.14.6.2.16.6. ***Termination of Telecommuting Agreement***

Employer and/or employee may terminate the telecommuting agreement for any reason, at any time. Whenever feasible, written notice will be provided, but this is not a requirement.

The opportunity to participate in a telecommuting agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements must not interfere with work, and personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Failure to maintain a proper work environment, as determined by employer, (select one: may or will) provide cause for discipline and/or the termination of the employee's telecommuting agreement.

Approval for any telecommuting request is based upon employer and department requirements as determined by employer. Employees previously participating in a telecommuting agreement are not assured a telecommuting agreement in the future.

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2.15.2.17. Solicitation Prohibited

2.15.1.2.17.1. Employee Activities

Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited.

2.15.2.2.17.2. Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except: 1) consultants and business representatives of recognized employee organization; and 2) representatives of employee benefit programs approved by the employer during designated work time at designated places or on employer property as approved by the appropriate employer representative.

2.16.2.18. Phone Policy (Revised 7/12)

The District's policy covers phone usage while at work, including the use of cell phones while operating motor vehicles.

2.16.1.2.18.1. Personal Calls & Texts

- 1 Personal phone calls, messages & texting, audio/video recording, and other features of employee's private cell phone are **limited to reasonable times during work hours**. Excessive personal communication can result in lost productivity and distract coworkers.

2.16.2.2.18.2. Cell Phone Use in Vehicles

- 1 All employees are expected to follow applicable state and federal laws regarding the use of cell phones, or other hand-held devices at all times. Employees on duty and/or conducting official business at any time while operating motor vehicles are prohibited from using cell phones while the vehicle is in motion unless using a handsfree device. This includes dialing, answering, texting, and checking messages. Employees are neither required nor expected to use a cell phone while the vehicle is in motion. Safety must come before all other concerns.
- 2 Employees shall pull off the road and safely stop before placing or accepting calls, texting, or checking and responding to messages, unless they are using hands-free operations/devices.
- 3 This provision does not include passenger use of cell phones.

2.17.2.19. **Outside Employment**

2.17.1.2.19.1. **Policy**

In order to maintain a work force that is available to provide proper services and carry out functions of the District, employees are prohibited from engaging in outside employment which presents real or potential conflict with or negatively impacts their employment with the District.

2.17.2.2.19.2. **Conflicting Employment**

Outside employment may be classified as in conflict with the District's interests if it:

- 1 Interferes with or negatively impacts the employee's ability to perform his/her assigned job.
- 2 Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
- 3 Is conducted during the employee's work hours.
- 4 Requires the services of other employees during their normally scheduled work hours.
- 5 Makes use of the District's telephones, computers, supplies, or any other resources, facilities, or equipment.
- 6 Is represented as an activity of the District or an activity endorsed, sanctioned, or recommended by the District.
- 7 Takes advantage of the employee's employment with the District, except to the extent that the work with the District may demonstrate expertise or qualification to perform the outside work.
- 8 Requires the employee to schedule time off at specific times that could disrupt the operation of the District.
- 9 Involves employment with a firm that has contracts or does business with the District.

10 Negatively impacts the public's perception of the integrity or credibility of the District.

2.17.3.2.19.3. **Procedure**

- 1 Employee will devote his/her full time, attention, and effort during official duty hours and not to contractual obligations.
- 2 An employee must request written approval from his/her supervisor/manager for the outside employment, including self-

employment. The proposed outside employment may not be construed as an extension of his/her duties or responsibilities with the District.

- 3 In order to determine if there is a conflict with the employee's duties, the supervisor/manager may request information, such as:
 - The outside employer's name;
 - Nature of proposed the work performed by the outside employer;
 - Whether the activity of the outside employment requires employee to disclose information obtained with District and/or impairs employee's independence or ethics;
 - Proposed work schedule;
 - Job location; and
 - Duties to be performed.
- 4 If the supervisor/manager denies the request, the employee may request a review by the department head or designee whose decision will be final.
- ~~5 If there is a conflict with the employee's employment, the supervisor/manager will inform the employee, in writing, that the outside employment is not allowed and a copy placed in the employee's personnel file.~~
- ~~6 The supervisor/manager will advise the Administrator of conflicts or perceived conflicts caused by an employee's outside employment.~~
- ~~7 The employee must terminate the outside employment if s/he wishes to remain an employee of the employer.~~
- 85 Employees who engage in outside employment which is prohibited by this policy (select one: may or will) subject to discipline, up to and including termination.

2.18.2.20. Personal Appearance (Revised 7/13)

2.18.1.2.20.1. Policy

- 1 Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with his/her supervisor or manager.
- 2 Employees working in office areas should dress professionally to meet the expectations of the day.
- 3 Employees who are in direct contact with project partners, external associates or the public, with the exception of field work, need to dress professionally to represent the District in an appropriate manner.

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- 4 For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.
- 5 Field employees are required to wear the assigned work uniform provided by the employer. If a work uniform has not been assigned, employees may wear jeans and T-shirts as well as shorts, if appropriate for the type of work and expected public contact. Any employee who performs any work assignments in the field must wear closed-toe shoes. Long hair must be tied back to ensure the employee's personal safety. Loose clothing or dangling jewelry that poses a safety hazard to employees also is prohibited.
- 6 Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, tank tops, cropped tops, clothing with offensive wording (sexually-related references or inappropriate language) or that promotes the use of illegal drugs, prohibited substances, or alcohol, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times.
- 7 For all employees, professional appearance means that the employer expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well-trimmed. ~~Earrings in the earlobe are acceptable; however, gauges, extenders, and/or o-rings must be removed while working. Rings/studs through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working.~~ All tattoos must be covered at all times if they are offensive in nature (sexually related references, inappropriate wording, and the promotion of illegal drugs or prohibited substances is prohibited). Employees are expected to be conservative in the wearing of makeup, piercings, scented products, and hairstyles.
- 8 If an employee requires a reasonable accommodation regarding his/her dress for bona fide legal reasons, s/he should contact his/her supervisor or manager to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, the employer will accommodate such requests.

Commented [DM32]: Dana, if working from home does any of this section apply

Commented [DO33R32]: Ha. Probably shouldn't as I am sitting in my sweatpants reviewing this at home. So, maybe adding 'working in public'.

2.18.2.2.20.2. Enforcement

- 1 All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. The District reserves the right to determine appropriate dress at all times and in all circumstances.
- 2 When the District believes an employee's dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will

discuss the issue with the employee. If counseling fails to result in the desired response, the supervisor may initiate disciplinary action.

- 3 The District may require employees to change clothes should it be determined that dress is not appropriate.

2.19.2.21. Employee Dating

2.19.1-2.21.1. Policy

The employer recognizes that an environment where employees maintain clear boundaries between personal and workplace interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between employees. However, employees in supervisory/managerial positions are precluded from having a romantic relationship with any subordinate employee.

2.21.2. Employee Responsibilities

Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on District property, in an District vehicle, or on District business whether or not such physical contact occurs during work hours.

Violation of this policy (select one: may or will) result in disciplinary action up to and including termination.

2.21.3. Supervisor/Manager Responsibilities

Employees employed in supervisory/managerial positions are prohibited from engaging in a romantic relationship with a subordinate employee. Employees employed in supervisory/managerial positions need to be cognizant of their status as role models, their access to sensitive information, and their ability to influence others.

Violation of this policy (select one: may or will) result in disciplinary action up to and including termination.

2.20.2.22. Social Networking (Social Media)

2.20.1-2.22.1. Policy

The employer takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, employees' use of social media can pose risks to District's confidential and proprietary information and reputation, can expose the District to discrimination and harassment claims, and can jeopardize the District's compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure

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that the District's IT resources and communications systems are used appropriately as explained below, the District expects its employees to adhere to the following guidelines and rules regarding social media use. The District's social networking policy includes rules, guidelines, and best practices for employer-authorized social networking and personal social networking and applies to all District personnel policies.

2.20.2.2.22.2. **General Provisions**

Social media includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to, employee's own or the District's video or wiki posting, social networking sites such as Facebook, LinkedIn, and Twitter, personal blogs, personal websites, or other similar forms of online communication journals, diaries, or personal newsletters not affiliated with the employer.

Unless specifically instructed, employees are not authorized and, therefore, restricted to speak on behalf of the employer. Employees are expected to protect the privacy and well-being of the employer and its employees. Employees are prohibited from disclosing confidential employee and non-employee information as outlined in Confidential Information policy and any other non-public information to which employees have access to the extent such discussion or disclosures are not protected under state or federal law.

All employer policies apply in social media forums. Policies include, but are not limited to, anti-harassment, bullying, and workplace violence.

2.20.3.2.22.3. **District Monitoring**

Employees are cautioned there is no expectation of privacy while using the District's Internet, equipment, or facilities for any purpose, including authorized posting or editing to social networking sites. Employee's posting can be viewed by anyone, including the employer. The employer reserves the right to monitor its Internet, equipment, and facilities that are used to post comments or discussions about the employer or its employees on social networking sites. The employer may use search tools and software to monitor use of its Internet, equipment, and facilities for posting to social networking sites.

The employer reserves the right to use content management tools to monitor, review, or block content on the District's social networking sites that violate this policy. Employees consent to such monitoring by acknowledgment of this policy and use of the District's IT resources and systems.

2.20.4.2.22.4. **Reporting Violations**

The employer requests and strongly urges employees to report any actual or perceived violations of this policy to their immediate supervisor, manager, human resources, or the Administrator. Violations include discussions of the

employer and its employees, discussion of proprietary and non-public information, and any unlawful activity related to blogging or social networking.

2.20.5.2.22.5. ***Disciplinary Action for Violations***

The employer will investigate promptly and respond to all reports of violations of the social networking policy and other related policies. Violation of the District's social networking policy may result in disciplinary action, up to and including termination. The employer reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

2.20.6.2.22.6. ***Authorized District Social Networking***

The goal of authorized social networking is to become a part of the community conversation and promote web-based sharing and exchange of District information and feedback from members of the public. Authorized social networking is used to convey information about employer operations and services; promote and raise awareness of the organizational culture; search for potential new equipment and training tools; communicate with other employees, members of the public, and interested parties; issue or respond to breaking news or other matters of public interest; and discuss organization-specific activities and events.

When social networking, the employer must ensure that use of these communication paths maintain honesty, integrity, courteousness, and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

2.20.7.2.22.7. ***Rules and Guidelines***

The following rules and guidelines apply to entries made on all employer-related social networking sites.

- 1 Only authorized employees can prepare and modify content for the District's social networking sites. If an employee is required to use social media as part of his/her job duties, for the District's marketing, public relations, recruitment, communications, or other business purposes, the content must be relevant, add value, and be approved by the employer in advance of posting. If uncertain about any information, material, or conversation, employee will contact his/her supervisor or manager, human resources, to discuss the content.

2 Note that the District owns all social media accounts used on behalf of The District or otherwise for business purposes, including any and all log-in information, passwords, and content. The District owns all such information and content regardless of the employee that opens the account or uses it, and

will retain all such information and content regardless of separation of any employee from employment with the District.

3 If an employee's job duties require him/her to speak on behalf of the District in a social media environment, the employee must still seek approval for such communication from his/her supervisor or manager, human resources, designated EEO officer, or Administrator who may require the employee to receive training before posting and may impose certain requirements and restrictions regarding the employee's social media activities.

24 All employees must identify themselves as employees of the employer when posting comments or responses on the District's social networking sites. If an employee is contacted to comment about the District for publication, including any social media outlet, the request should be directed to the District Manager who will then determine the response to be provided on behalf of the District.

35 Any copyrighted information where written reprint information has not been obtained in advance cannot be posted.

46 All employees of the employer are responsible for ensuring all social networking information complies with the written policies. Management is authorized to remove any content posted on an District social media site that does not meet the rules and guidelines of this policy, any other employer policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the District without permission or advance warning.

57 The District expects all District-authorized guests to social networking sites to abide by all rules and guidelines of this policy. The employer reserves the right to remove, without advance notice or permission, all guest content considered malicious, defaming, obscene, threatening, or intimidating. The employer also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

2-20.8, 2.22.8. Personal Social Networking

The District respects the right of employees to use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the District. In accordance with provision of NRS 613.135, the District will not request usernames and passwords for personal social media accounts. This policy applies to all board members, management, employees, and volunteers. The District does not discriminate against employees who use these sites for personal interests and affiliations or other lawful purposes.

- 1 Commenters are personally responsible for their commentary on social networking sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating, or libelous by any offended party, not just the employer.
- 2 Remember that what is published might be available to be read by the masses (including the District, future employers, and social acquaintances) for a long time. Employees should keep this in mind before posting content.
- 3 Employees are prohibited from using employer equipment, including computers, licensed software or other electronic equipment, or facilities on work time to conduct personal social networking activities. Employees are prohibited from using his/her work email address to register on social networking sites utilized for his/her personal use.
- 4 Employees shall not use social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the employer. Social media should never be used in a way that violates any other District policies or employee obligations. If an employee's social media activity would violate any of the District's policies in another forum, it will also violate them in an online forum.
- 5 If employee chooses to identify him/herself as an employee of the District, note that some readers may view him/her as a spokesperson for the employer. Because of this possibility, employee is required to state his/her views expressed on the social networking site belongs to the employee alone and is not reflective of the District or of any person or organization affiliated or doing business with the employer.
- 6 Employees should use good judgment about what is posted on social media and remember that anything posted can reflect on the District, even if a disclaimer is used. Employees should always strive to be accurate in their communications about the District and remember that posted statements and materials have the potential to result in liability for the employee and the District. The District encourages professionalism and honesty in social media and other communications.
- 67 Employees cannot post the name, trademark, or logo of the employer or any business with a connection to the employer. Employees cannot post District-privileged information, including copyrighted information or District-issued documents.
- 78 Authorized employees posting to District-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors, and suppliers on the District premises, nor can employees post photographs of persons engaged in employer business without prior

authorization by immediate supervisor, manager, human resources, or the Administrator.

89 Employees cannot post any advertisements or photographs of District products and services, nor use the employer in advertisements without disclosing the employee's connection to the District.

910 Employees cannot link from a personal social networking site to the District's internal or external websites.

This policy is not intended to restrict communications or actions protected or required by federal or state law.

2.20.9.2.22.9. **Media Contacts**

If contacted by the media, press, or any other public news source about employees' post that relates to employer business, employees are required to obtain written approval from the immediate supervisor, manager, human resources, or prior to responding on behalf of the District.

2.22.10. **Prohibition Against Retaliation**

The District will not tolerate any retaliation by management or by any other employee against an employee who reported a violation of this policy or cooperating with an investigation. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify the Administrator. The District will promptly investigate and deal appropriately with any allegation of retaliation.

2.21.2.23. **Related Forms**

- Alcohol Test Informed Consent - Applicants
- Documentation for Reasonable Suspicion Drug/Alcohol Testing
- Drug/Alcohol Test Informed Consent - Current Employees
- Drug Test Informed Consent: Applicants
- Investigation Checklist
- Investigation Report Template
- Last Chance Agreement - Drug and Alcohol
- Nevada Consanguinity/Affinity Chart
- Nevada Pregnant Workers' Fairness Act Notice
- Nevada Workplace Safety Employee Rights and Responsibilities
- Request for Hearing Under the provisions of NRS 281-645 ("Whistleblower Law")
- Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing
- Telecommuting Request Form

3. **EMPLOYMENT**

THIS SECTION COVERS HIRING FOR REGULAR FULL AND PART-TIME POSITIONS, AND FOR CASUAL/TEMPORARY/SEASONAL POSITIONS.

3.1. **Source of Candidate**

Regular positions may be filled by applicants from within the organization or from the outside. Applications from present employees may be considered for open positions before non-employee applicants are considered. For open recruitments, the position vacancy announcement will be posted internally and externally.

Promotional recruitments limit consideration of applicants to qualified employees currently working for the District in a regular or introductory status with at least three months of service.

When deciding what type of recruitment to initiate, the District will consider such factors as the impact of the decision on the District's efforts to have a workforce which is representative of:

- The local population;
- The qualifications and level of responsibility required by the position;
- The extent to which the knowledge and skills required for the position can readily be acquired on the job;
- The qualifications of employees potentially available for promotion;
- The effects on retention of present employees; and
- The likelihood of attracting well-qualified outside applicants.

After the District has determined how they will announce the vacancy, they will determine what types of media (e.g., Internet, newspapers, trade journals) will be used to advertise, ensuring outreach efforts reach diverse applicant groups.

3.2. **Job Announcements**

Prior to initiating recruitment, the District should verify the essential job functions; identify knowledge, skills, and abilities needed, and determine what education, experience, and credentials will provide the desired knowledge, skills, and abilities.

3.2.1. **Open Recruitments**

The District will announce all vacancies for regular positions. Position vacancies will be publicized to allow potentially qualified and interested individuals to apply. Recruitment announcements will always be posted at the break room of the District and in such other places as the District feels appropriate. The announcement will normally include:

- 1 Title and pay range of the class of the vacancy;

- 2 Nature of the work to be performed, including the essential job functions;
- 3 Minimum as well as any preferred qualifications, including education and/or experience, knowledge, skills, and abilities, or other special criteria associated with the position;
- 4 License or certifications required;
- 5 Manner of applying (where, how and deadlines); and

3.2.2. **Promotional Recruitments**

Notice of promotional recruitments will be posted in the District's work locations as appropriate.

3.3. **General Requirements for Filing of Applications**

3.3.1. **Application Forms**

Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise. Applications must be signed by the applicant. The District may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications submitted become the property of the District.

3.3.2. **Signatures**

Applications must be signed by the applicant. An electronic signature is acceptable.

3.4. **Eligibility of Applicants**

An applicant may be disqualified from further participation in the recruitment process by the District for material reasons, including, but not limited to, those listed below:

- 1 The application does not indicate the applicant possesses the qualifications required for the position.
- 2 The application is not fully and/or truthfully completed.
- 3 The applicant has prior convictions that relate to the position for which s/he is being considered. Prior conviction shall not automatically disqualify an applicant from employment; however, an applicant's prior conviction of a crime may be considered in the employment decision. The employer will take into consideration the nature and severity of the offense, the time that has passed since the offense, and nature of the position sought.
- 4 The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the employer.

- 5 The applicant does not appear at the time and place designated for an examination or interview.
- 6 The applicant does not possess required license, certificate, permit, etc.
- 7 The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, excessive tardiness, or quit without notice.

3.5. **Interviewing Applicants**

Selecting the most appropriately qualified applicant for the position will reduce turnover, reduce the costs associated with training, and improve the effectiveness of the organization.

Once applications have been evaluated and a determination has been made regarding which applicants are selected for an interview versus those who will not be interviewed based on applicants' education, experience, and other job-related qualifications, all applicants should be notified as to their status.

Prior to conducting an employment interview, managers should:

- 1 Review the job descriptions.
- 2 Create job-related questions to ask each candidate to help ensure consistency. Questions should be open-ended and job-related about past work experiences to identify skills and strengths.
- 3 Prepare an Applicant Interview Evaluation Form to measure strengths and weaknesses.
- 4 Convene an interview team of approximately three members who are representative of both genders and ethnically diverse when possible.

Each applicant applying for the same position should be asked the same, job-related questions on the question guide and rated using the same evaluation form. Whenever necessary, follow-up questions should be asked to clarify the response of the applicant. Questions which are unlawful or on inappropriate subjects should be avoided. All interviewers should review, Prohibited Topics: "Questions Which Cannot Be Asked" and the "Potential Rating Errors and Problems" prior to the actual interview.

3.6. **Selection**

Employment decisions must be based solely on merit. Consistent with applicable federal, state, and local laws and regulations employment decisions may not be influenced by any protected class status. The District will not request usernames and passwords for personal social media accounts.

In compliance with NRS 281.060(2), if all other qualifications of applicants are considered equal, the District will give preference first, to honorably discharged

military personnel who are citizens of the State of Nevada, and second to citizens of the State of Nevada.

3.7. Reference Checks

3.7.1. *Acquiring References*

Reference and background checks are conducted to assist the District in assessing an applicant's fitness for employment with the District. Only those employees so designated by the District may acquire employment references.

Any authorized employee of the District who attempts to acquire reference information on an applicant must comply with the following:

- 1 Obtain a District employment application that is signed and dated by the applicant. The applicant must have completed all relevant sections of the application.
- 2 Obtain authorization from the applicant by means of his/her signature directly on the application and/or separate release form for the release of information from former employers, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. If an applicant refuses to sign such a release, s/he will be eliminated from further consideration for employment with the District.
- 3 Inform the applicant that the District will conduct a reference check and that evaluating the applicant's suitability for employment includes contacting employment and other references, educational institutions, and personal and professional associates to verify information provided.
- 34 Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant's training, knowledge, skills, production, timeliness and quality of work, and ability to work with others are examples of appropriate inquiries. Discriminatory or non-work-related questions such as family or marital status, disabilities, age, and related areas are not appropriate.
- 45 Identify the appropriate individual(s) to question regarding the applicant's work performance, knowledge, skills, and abilities related to the essential functions of the position.
- 56 Adequately document the conversation and record refusals to provide information.
- 67 Maintain strict confidentiality of all reference information. Only employees, supervisors, or management officials of the District who have a

demonstrable work-related need-to-know should be accorded access to such information.

~~Note: For safety sensitive positions as defined by 49 CFR Part 382 and U.S. Department of Transportation regulations, the District shall obtain, pursuant to an applicant's written consent, information on his/her alcohol tests and/or verified positive controlled substance test results, and refusals to be tested within the preceding two years from date of application which are maintained by the previous employers.~~

3.7.2. **Providing References**

All requests for employment information shall be referred to the Administrator. Only those personnel designated by the District are authorized to release employment information to third parties.

The District has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the District maintains concerning current and former employees shall be provided upon request:

- Name
- Class/Job Title
- Dates of Employment
- Salary
- Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with District's legal counsel.
- Employment information and documented incidents regarding the character, honesty, and potential for violence of the District's employees may be provided to governmental employers, including, but not limited to, any federal, state, county, municipality or city employers, or any other private (non-governmental) employer where the employee's character, honesty, sexual misconduct, and potential for violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions having access to money and/or valuables. Information in this section may be provided after consultation with the District's legal counsel.

In addition, the District will:

- Provide information requested by public safety agencies in accordance with NRS 239B.
- Provide information requested by public schools, private schools, charter schools, university schools for profoundly gifted pupils, and/or contractors or agents who work at schools in this state in accordance with Nevada law.
- ~~Make available to subsequent employers upon receipt of written request from the employee or former employee, records which are required for employees in safety-sensitive positions, as defined in 42 CFR Part 382 and U.S. Department of Transportation regulations.~~

In accordance with NRS 239.012, a public officer or employee who acts in good faith in disclosing or refusing to disclose information and his/her employer are immune from liability for damages, either to the requester or to the person whom the information concerns.

3.8. **Background Checks**

The District desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants, and current employees as necessary. If these background checks are conducted by external third parties (also called “consumer reporting agencies”), they will be governed by relevant provisions of the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACT). FCRA and FACT cover background checks and other investigations for prospective employees, and current employees in certain situations, such as a promotion to positions requiring additional information. FCRA and FACT specifically exclude misconduct investigations, such as unlawful harassment charges. Nevada law (NRS 613.580) restricts the use of consumer credit information to limited positions.

Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:

- The final interview conducted in person; or
- A conditional offer of employment has been made.

3.8.1. **Consumer Reporting Agencies Reports**

The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to: credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. These reports or checks are also called “consumer reports.” The information contained in these reports may be obtained by a consumer reporting agency from public record sources or through personal interviews with the applicant’s or employee’s coworkers, neighbors,

friends, associates, current or former employers, or other personal acquaintances. These are sometimes referred to as “investigative consumer reports.” Any information contained in such reports may be taken into consideration in evaluating an applicant’s or employee’s suitability for employment, promotion, reassignment, or retention.

3.8.2. **Consumer Reporting Agencies Requirements**

In order to meet the requirements of the FCRA, effective the date of this policy:

- 1 New applicants for employment will be required to complete a notice and authorization form concerning consumer and investigative consumer reports; existing employees will be required to complete a notice and authorization form concerning consumer and investigative consumer reports, provided the employee has not previously completed such form.
- 2 The District will certify to the consumer reporting agency that:
 - a. The notice and authorization requirement has been met;
 - b. The information received is only used for employment purposes;
 - c. The information will not be used to violate any Equal Employment Opportunity (EEO) legislation;
 - d. Pre-adverse action requirements will be followed; and
 - e. Any additional investigative consumer report disclosures, if applicable, have been, or will be, issued within three days.

Upon request from the applicant or employee, the District will comply with applicable additional disclosure requests including, but not limited to, information as to the nature and scope of an investigative consumer report.

- 1 The District will provide a copy of the consumer report and a summary of the individual’s rights under the FCRA to the applicant or employee prior to making a final adverse or negative employment decision that, in whole or in part, is influenced by a consumer report or an investigative consumer report.
- 2 After the District has complied with item 3 above and waited a reasonable period of time, the District may take the adverse or negative action. After taking such action, the District must provide to the applicant or employee a notice of adverse action which also contains the following:
 - The name, address, and telephone number of the consumer reporting agency;
 - A statement that the consumer reporting agency did not make the adverse action decisions and will be unable to inform the applicant or employee of the specific reason(s) for the adverse action;

- A statement that the applicant or employee is entitled to obtain an additional free copy of the consumer report; and
- A statement that the applicant or employee has a right to dispute the accuracy or completeness of any information in the report.

3.9. Offers of Employment

3.9.1. Job Offer Letters

After an applicant has been selected for employment or promotion, the District will extend an official written offer of employment or if further non-medical checks (background, criminal, DMV, consumer reporting, drug test) or medical exams are required a conditional offer of employment. The District may contact the selected applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made but must state that only a notification in writing can be considered as an official job offer.

The hiring manager will notify all unsuccessful applicants that they have not been selected, either verbally or in writing. The hiring manager will document any verbal notification.

Note: All non-medical checks must be completed before applicant is subject to medical exam.

3.9.2. Pre-Employment Drug Screening for Safety-Sensitive Positions

- 1 The District may require successful applicants for safety-sensitive positions, to consent to a pre-employment screen test for drugs/prohibited substances. The District will advise the applicant that the presence of one or more drug metabolites may be cause for rejection from further consideration for employment, and that offers of employment are contingent upon a negative test result. The applicant may be asked to authorize the District, as a condition of employment, to conduct through the District's designated laboratory testing facility, a screen test for drugs/prohibited substances. Refusal to authorize and participate in a screen test shall eliminate the applicant from further consideration for the position.
- 2 The District may direct applicants to an appropriate collection facility. The screen test must be undertaken as soon after notification as possible, and in no circumstances later than forty-eight (48) hours after notice to the applicant.
- 3 The District will advise applicants of the opportunity to submit medical documentation to support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants determining

Commented [SN38]: AB 132 (2019 Legislative Session) amended NRS 613 to prohibit denial of employment as a result of a pre-employment drug test showing the presence of marijuana. However, exceptions are provided for firefighters, EMTs, drivers who fall under DOT testing guidelines, safety-sensitive positions as identified by the employer, and positions funded by federal grants. POOL/PACT HR recommends employers only pre-employment test safety-sensitive positions (including CDL holders); employers who follow this recommendation are exempt from the provisions of the bill.

Commented [DO39]: Again, I think we can take all of this out since we don't have any safety-sensitive positions

Commented [DM40R39]: agree

whether the applicant is lawfully using an otherwise illegal drug or prohibited substance.

- 4 The District will not extend a formal job offer letter to any applicant with a verified positive test result, and such applicant will not be considered for any vacancy of the District for a period of 12 months.

3.9.3. **Other Conditions**

- 1 All offers of initial employment are conditioned upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to his/her identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification).
- 2 Employees required to report the abuse or neglect of a child must be provided notice, in writing or electronically, of their duty as a mandatory reporter. The employee must sign acknowledgement of this notice which is to be filed in employee's personnel file (This requirement is not necessary if the employee is licensed, certified, or endorsed by a board in the state).

3.10. **Orientation**

The hiring supervisor/manager will be responsible for the orientation of each new employee. Orientation may include, but is not limited to, a review of the organization and services of the District, work rules, standards of performance, and personnel policies and procedures including the policies relating to fair employment practices, prohibited conduct/behavior, workplace violence, alcohol and drug abuse, and workplace safety. Additionally, the supervisor/manager will ensure that the new employee:

- Has completed all new hire paperwork including payroll and benefit forms;
- Will receive or be provided access to the District's personnel policies;
- Has been introduced to other employees; and
- Has had the opportunity to have questions addressed.

3.11. **Introductory Period**

All new and rehired regular employees, except elected officials, casual, temporary, or seasonal employees, and those identified as "at-will," will serve a 12-month introductory period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a 12-month introductory period. During this "introductory period," the employee and the District have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion,

the District may extend this introductory period up to 6 months when the District has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate. During the introductory period, the employment relationship is at-will and can be terminated by the employee or by the District at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice. The introductory period may be prorated for employees working less than full-time.

The supervisor/manager will conduct performance evaluations as outlined in Section 9 of this policy manual, to ascertain the advisability of continued employment.

3.12. Failure to Appear for Work

If a selected applicant fails to report for work within the time period prescribed by the District, that applicant may be deemed to have declined the position.

3.13. Transfers

A transfer is a lateral move to a job in the same pay range as the employee's present position for which the employee meets the minimum education and/or experience requirement. Approval of the transfer request is at the sole discretion of the District.

The District may transfer an employee to another position or location for the purpose of providing continued service to the citizens of the District or other appropriate cause.

3.14. License/Occupational Certification

3.14.1. Purpose

The District mandates that, if required by the current job, all employees obtain and maintain a valid license, certificate, permit, or other occupational certification issued by the state, county, city, or other applicable authority.

3.14.2. Employee Responsibilities

- 1 All employees who must possess a valid license, including a driver's license, certificate, permit, or other occupational certification as required by their position, must adhere to the provisions of NRS 425 including those provisions relating to paternity determination and child support.
- 2 In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification as a result of a violation of NRS 425, s/he shall immediately notify his/her supervisor/manager. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required

after the license, certificate, permit, or occupational certification has been non-renewed or revoked. By statute, the employee has 30 days to satisfy one of the items listed below:

- Comply with the court order, subpoena, or warrant;
- Satisfy any arrears payments due; or
- Submit to the District Attorney or other public agency a written request for a hearing.

Failure to satisfy one of the above items will result in the license, certificate, permit, or occupational certification being revoked or suspended by the issuing agency.

If the employee has been notified and does not satisfy any noted deficiency within 30 days from receipt of notice, his/her renewal license, certificate, permit, or occupational certification, by statute, will not be approved and will be revoked or suspended by the issuing agency. This action will remain in effect until s/he satisfies the deficiency. If the District Attorney schedules a hearing to review the case, the employee's license, certificate, permit, or other occupational certification will remain valid pending the results of the hearing.

- 3 In the event the employee does not have a valid license, certificate, permit, or occupational certification, s/he does not meet the job requirements. Failure to meet the job requirements will result in termination.

3.14.3. ***Driving Records***

The District may conduct a review of driver license records annually for those employees required to drive as part of their duties.

3.15. **Casual/Temporary/Seasonal Employment**

3.15.1. ***Purpose***

Because some of the District's work is indefinite and/or irregular with regard to schedule and duration, the District may need to employ casual/temporary/seasonal workers at all levels of responsibility from time to time on an as-needed basis or to work for limited periods of time at the discretion of the District.

3.15.2. ***Authorization to Hire Casual/Temporary/Seasonal Workers***

In general, a casual/temporary/seasonal worker may be hired for work which will require fewer than 20 hours per week or fewer than 120 consecutive working days to complete, if the District has appropriated sufficient funds in the budget to pay the worker. Work requiring more hours to complete will usually

require the establishment of a regular position. The District will not hire casual/temporary/seasonal workers to avoid establishing a regular position when the work to be performed is ongoing. However, the District may, from time to time, find that its best interests are served by assigning work to a casual/temporary/seasonal worker for longer than 120 days or more than 20 hours per week.

3.15.3. *Duration of Casual/Temporary/Seasonal Employment*

A casual/temporary/seasonal worker has no right to or expectation of continued employment or any property right regarding employment. A casual/temporary/seasonal worker may be terminated at any time, with or without cause, with or without notice, and shall have no right to appeal.

3.15.4. *Employment in a Regular Position*

The District may hire a casual/temporary/seasonal worker into a regular position only after the applicant has been found to be qualified as a result of completing an authorized recruitment and selection process for that position. The employee's service date will be determined according to the date of hire in the regular position with no credit given toward completion of an introductory period or the accrual of benefits for the time an employee was hired for casual/temporary/seasonal work.

3.16. *Volunteer Program*

3.16.1. *Purpose*

The District recognizes that there are benefits to members of the community to become involved in the delivery of the District's programs and services on a volunteer basis. Individuals have an interest in assisting public agencies by applying their knowledge, skills, and experience to a worthwhile endeavor. Also, the community and the District receive enhanced services because of the individual's specialized skills and commitment. Using volunteers is a true win-win situation for those willing to volunteer for the District and for the community.

3.16.2. *Scope*

This policy covers the essential elements of an effective volunteer program which is compliant with applicable state and federal regulations pertaining to the District's volunteers. As this policy is broad in scope, individual departments should establish additional specific requirements consistent with this policy to guide the use of volunteers within the specific program areas.

3.16.3. *Planning*

Prior to implementing a volunteer program, a department will develop a plan for utilizing volunteers.

- 1 The plan may include:
 - Job assignment descriptions for each volunteer.
 - A statement describing how and by whom volunteers are overseen.
- 2 The plan must include:
 - A needs assessment and a statement outlining how volunteers will be used to meet these needs;
 - A budget for any personnel costs, operating costs, and direct and indirect costs.
 - (Optional) A program to recognize and reward volunteer services.

3.16.4. ***Recruiting, Screening, Interviewing, and Selecting Volunteers***

As with employees, the District's ability to meet its goals and objectives is directly related to the skill and ability of volunteers selected. Criteria for selecting volunteers will be developed in the same manner as used for selecting new employees.

The District prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of any protected class membership.

The recruitment, screening, and interviewing process should be planned and sufficiently thorough to result in selecting the best volunteer possible for departmental needs.

Volunteer applicants engaged in activities for the District shall complete the District's volunteer application, including an acknowledgment that the function to be performed is not a paid position and the person is truly volunteering his/her services.

The District will promptly address problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer may be discontinued.

Specific requirements that apply to employees in certain occupations such as fingerprinting, detailed background checks, and screening for drug use apply to volunteers performing similar occupations.

3.16.5. ***Managing Volunteers***

- 1 Volunteers must be covered by the District's workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the functions performed including an orientation to the District's policies and procedures, departmental operating procedures, safety practices, and other relevant information.

- 2 Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers.
- 3 The District will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer activity session must be recorded, along with the work performed. The District will remove volunteers from the roster whenever volunteers are inactive for more than 60 days.
- 4 Volunteers may be reimbursed for expenses incurred. In addition, the District may provide limited and reasonable benefits and/or nominal remuneration to volunteers. The benefits provided cannot be in an amount or of a type that implies that the volunteer is being paid a wage or salary for time spent as a volunteer, or for the quantity or quality of the work performed. All such benefits must be approved, in advance, by the District's District Manager.
- 5 Annual performance evaluations may also be completed on volunteers.
- 6 Volunteers serve at the pleasure of the District and are subject to dismissal at any time with or without cause.

3.16.6. **Rehire**

Regular employees, or employees serving an introductory period following promotion who subsequently resign, may be rehired without undergoing any recruitment within 2 years of the effective date of their resignation. The rehire must be to a position in the same class or a class comparable to the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of the District and no former employee shall have any right to or expectation of such rehire.

Upon rehire, the employee shall be required to successfully complete an introductory period. No credit for former employment shall be granted in determining eligibility for leave or other benefits.

Note: Limitations exist for rehiring retired public employees (NRS 286.523).

3.16.7. **Related Forms**

- Applicant Interview Evaluation Form
- Authorization to Conduct Employment Investigations
- Bona Fide Conditional Job Offer Letter
- Conditional Offer of Employment Pending Background Checks
- Employment Application
- Formal Job Offer Letter
- New Employee Orientation Checklist

- Notification of Background Check
- Potential Rating Errors and Problems
- Prohibited Topics "Questions Which Cannot Be Asked"
- Reference Check Data Collection Form
- Reference Check Data Collection Form For Public Safety Agencies
- Transfer/Reassignment Request Form

4. COMPENSATION PLAN

4.1. Pay Periods and Paydays

Employees are paid bimonthly on the 15th and last day of the month. If a payday falls on a Saturday, Sunday, or holiday, employees are paid on the preceding work day.

4.2. Workweek Defined

The workweek begins at 12:01 a.m., on Monday and ends seven days (168 hours) later at midnight on the next Sunday.

4.3. Work Time

4.3.1. Attendance

Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the work day, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

4.3.2. Work Schedules

The supervisor/manager shall schedule work hours according to the needs of the District.

1 Employees working a (designated 5/40) shall work eight hours per day for five days in any workweek and shall receive two days off.

2 Employees working a four-day, forty-hour week (designated 4/40) shall work ten hours per day for four days in any workweek and shall receive three days off.

2.3 In accordance with NRS 281.100, subsection 3b(2), employees can request approval for a variable workday schedule. This would include adjustments to the work schedule that are outside of a normal five or four-day, forty-hour week but does not exceed 40 hours in a workweek.

4.3.3. Rest Periods

Employees will be granted one ten-minute break or rest period during each work period of four or more hours. Employees may not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

4.3.4. **Meal Periods**

Employees who work six or more hours in a workday are allowed an uninterrupted, unpaid meal period of 30 minutes or longer at or about mid-point of their work day. Supervisors/managers will be responsible to ensure that wherever and whenever possible, employees will be permitted the meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the employee will be allowed an extended meal period equal to the time of the interruption or paid for the meal period.

4.3.5. **Work Assignments**

Work should be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled in a manner which allows maximum public access to the District's services. The District may adjust rest and meal periods from time to time to meet the needs of individual employees and/or to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the District to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet the District's needs or to respond to unforeseen or emergency situations.

4.4. **Time Reporting**

4.4.1. **Purpose of Time Reporting**

Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to assure compliance with federal and state law, and to maintain an effective and efficient cost accounting system. (For payroll purposes, the Fair Labor Standards Act (FLSA) requires non-exempt employees report all time spent performing work.)

4.4.2. **Hours Worked**

Non-exempt employees will be paid for all hours worked. Hours worked include, but are not limited to:

- 1 Time worked before or after the normally assigned shift, or any other irregular hours, even if the employee volunteers his/her time. **GUIDELINE:** Periods of six minutes or less are not considered overtime unless they occur regularly. (This provision does not apply to employees who are performing volunteer work which is unrelated to their normal job functions.)
- 2 Rest periods of 20 minutes or less.
- 3 Travel time that occurs during an employee's normally scheduled work hours, including regular days off and holidays.

- 4 Except as provided below, hours spent at lectures, meetings, and training activities, unless attendance is completely voluntary, outside of normal work hours, not job-related, and no other work is performed.

Employees will not be compensated for time spent under the following conditions:

- a. Voluntary attendance, outside of work hours, at an independent school, college, trade school, or similar training offered by the District at the employee's own initiative even if the courses are related to the employee's current job or paid for by the District.
- b. Training outside of regular work hours required by law for certification of public-sector employees.

4.4.3. ***Position Designations - Exempt or Non-Exempt***

All positions are designated as "exempt" or "non-exempt" according to federal and state laws and regulations. For cost accounting and billing purposes, the District requires exempt employees in certain positions to account for hours worked.

4.4.4. ***Responsibility for Exempt or Non-Exempt Designation***

The Administrator will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Departments will notify the Administrator when the duties of a position have substantially changed in order to ensure an accurate designation.

4.4.5. ***Responsibility for Time Reporting***

Employees are responsible for accurately completing their own timesheets. Supervisors/managers shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor/manager believes the employee has completed his/her timesheet in error, the supervisor/manager shall discuss the issue with the employee.

- All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.
- All exempt employees will record all hours worked and all leave time taken whether paid or unpaid, and type of leave taken (e.g., sick, annual) on the timesheet.
- Exempt employees in positions not required to account for hours worked will record only those hours off for leave.

4.5. Overtime

4.5.1. *Non-Exempt Employees*

- 1 Except as provided below, employees in positions designated as “non-exempt” will be eligible for overtime compensation as follows:
 - a. Employees whose normal work schedule is eight hours a day will receive overtime compensation for hours worked in excess of eight hours in a day.
 - b. Employees whose normal work schedule is between eight and ten hours in a day will receive overtime compensation for hours worked in excess of their normal daily work schedule.
 - c. Employees who request and are approved for a variable workday as provided in NRS 281.100 3b(2) will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
- 2 All overtime hours must be specifically authorized in advance by the employee’s supervisor/manager. Overtime will be compensated at time and one-half the employee’s regular rate of pay. An employee’s regular rate includes all payments made by the District to the employee. Examples of payments to be included are on-call pay, shift differential, hazard duty pay, and longevity pay. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned unless the correct overtime amount cannot be determined until after the regular pay period. Employees who earn overtime may, with the approval of the District Manager, elect to receive compensatory time off in lieu of overtime pay. Requests for compensatory time off in lieu of overtime must be made in writing and, once approved, will be placed in the employee’s payroll file. Compensatory time will be earned at the rate of one and one-half hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to [] hours. When an employee has exceeded the maximum number of hours specified, the excess hours will be paid out as overtime. Employees will be allowed to use compensatory time within a reasonable period of request unless it unduly disrupts the operations of the District. At any time, the District may pay an employee in cash for compensatory time earned and not used at his/her regular rate of pay, or schedule use at its discretion.
- 3 Time paid but not worked, such as sick leave, holidays, and annual leave, does not count toward hours worked for the purpose of computing overtime hours.

If a non-exempt employee feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to seek correction by reporting any error to District Manager. An investigation will be

Commented [DM41]: What is the recommendation of staff

Commented [DO42R41]: 120? We don't deal with a lot of overtime so I don't think we will have much issue with this.

Commented [SN43]: Statutory max is 240 hours, but employers may establish a lower amount.

conducted on a timely basis and District will act to correct any errors as soon as practicable.

4.5.2. ***Exempt Employees***

Generally, exempt employees are hired with the understanding that they are responsible for accomplishing the duties required for their assigned position.

Consistent with the FLSA and NRS, employees in exempt positions are not required to be paid for overtime.

- 1 The District has a bona fide annual and sick leave policy and may deduct a partial days' absence from an exempt employee's accrued leave, but not from his/her pay or salary. Accordingly, if the employee does not have accrued leave and still works part of a day, s/he must be paid his/her full salary. However, if an employee does not have accrued leave or does not qualify to use leave and is absent for a full day then the District can deduct from the employee's pay or salary for that full day.
- 2 Deductions will be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. The District will prorate an employee's salary based upon the days worked during the initial and terminal pay period of employment.
- 3 Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8 a.m. to 5 p.m., Monday through Friday). It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal workdays and business hours of the District. If, however, an exempt employee is working well beyond a 40-hour work week on a regular recurring basis, the District may examine staffing levels and the employee's work habits and procedures.

4.5.3. ***Safe Harbor***

The District will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. If an employee feels s/he is improperly classified, s/he should request a review of the classification from the Administrator. An investigation will be conducted on a timely basis and the District will act to correct any errors as soon as practicable. The District will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the Administrator. The complaint will be investigated, and the District will act to reimburse the employee if an error is found. The District will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the "safe harbor" provisions of the FLSA.

4.6. Rates of Pay

4.6.1. Compensation Plan

Each regular position will be assigned to a class and pay grade in the compensation plan. Assignment to a pay grade will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. The District shall determine the salary ranges based on these considerations:

- Rates paid by the District for comparable work;
- Internal relationships of other job classes in the same or similar occupation;
- Rates paid by other employers for comparable work;
- Other financial commitments of the District; and
- Funds available to the District for salaries.

The District may adjust the minimum and maximum for each salary range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

NRS 613.330 states it is unlawful to discriminate against an employee for inquiring about, discussing, or voluntarily disclosing information about wages. This does not apply to any employee who has access to or information about the wages of other employees as part of their essential job functions and discloses that information to a person who does not have access to that information unless the disclosure is ordered by the Labor Commissioner or court.

4.7. Related Forms

- Request for a Variable Workday Schedule

5. LEAVE PLANS

5.1. Holidays

5.1.1. *Holidays Designated*

The following holidays are recognized by the District (NRS 236.015):

New Year's Day – January 1

Martin Luther King, Jr's Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Day – December 25

Any day declared a legal holiday by the President of the United States will be observed in accordance with the presidential proclamation. The District will observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday.

5.1.2. *Holiday Pay*

- 1 Recognized holidays are typically non-workdays. Each employee in a full-time, non-exempt position who is on paid status on his/her regularly scheduled workday before and after a holiday will be paid eight hours of pay at his/her rate of pay for each recognized holiday. Employees in less than full-time, non-exempt positions who are on paid status on the day before and after a holiday will be paid for each recognized holiday at his/her rate of pay on a pro-rated basis. Casual, seasonal, and temporary employees will not be paid unless they work on the holiday.
- 2 Employees who work a 4/10 schedule, as stated in Section 4.3.2, may use annual leave time or compensatory time off in order to receive ten total hours of holiday pay.

5.1.3. **Weekend Holidays**

For employees regularly assigned to work Mondays and/or Fridays, if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. When a holiday falls on Saturday or Sunday for an employee regularly scheduled to work on the Saturday or Sunday, the employee will observe the holiday on the Saturday or Sunday, unless an alternative is authorized by the District. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the next regularly scheduled workday, unless an alternative is authorized by the District.

5.1.4. **Work on Holidays**

Regular non-exempt employees who work on a designated holiday shall be paid for the holiday plus one and one-half times their base rate of pay for any time worked on a holiday. If an employee is not required but requests to work on a holiday (eg. employees on a variable work week), only hours worked will be paid, not time and one-half.

5.2. **Annual Leave**

5.2.1. **Annual Leave Accrual**

1 All full-time employees will earn annual leave beginning from their initial date of hire as follows: (Regular part-time employees who regularly work 20 hours or more per week will earn annual leave on a pro-rata basis.)

From the Beginning of the Pay Period Following Completion of:	Through the Pay Period During Which the Employee Completes:	Hours Accrued for Each Regularly Scheduled Hour on Paid Status:
Initial date of employment	Five consecutive years of eligible employment*	6.68 hours
Five consecutive years of eligible employment*	Ten consecutive years of eligible employment*	10 hours
Ten consecutive years of eligible employment*		12 hours

Commented [DM44]: This section should not apply if an employee requests to work a holiday to their advantage to trade the holiday for another day off. Example is a holiday on Wednesday and the employees would prefer to observe that holiday the following Friday so they could have a 3 day weekend

Commented [DO45R44]: Added clarification.

Commented [DO46]: We want to move PTO and away from Annual and Sick leave. So employees have more discretion on how to use their time. So delete this whole section and replace with PTO (below)

Commented [DM47]: I agree with your recommendation after reviewing your analysis

32 Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.

43 Annual leave is earned and credited to the employee on a monthly basis coinciding with pay periods. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

* Eligible employment includes all paid time in a regularly budgeted full or part-time position.

5.2.2. ***Eligibility Maximum Accrual***

Accrued annual leave may not exceed 240 hours unless it is determined that the employee requested and was denied leave because of the District's business requirements. When allowing accrual above the maximum, the District will establish with the employee a specific schedule for use of the excess leave or may authorize cash payment for accrued annual leave, subject to funds being available in an approved budget.

5.2.3. ***Use of Annual Leave***

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before it is accrued.

5.2.4. ***Annual Leave Pay at Termination***

Upon termination, an employee with more than six months of continuous employment will be paid for all accrued annual leave at the employee's last regular rate of pay.

5.3. Paid Time Off (PTO)

Full-time employees will accrue PTO as follows:

<u>From the Beginning of the Pay Period Following Completion of:</u>	<u>Through the Pay Period During Which the Employee Completes:</u>	<u>Hours Accrued for Each Regularly Scheduled Hour on Paid Status:</u>
<u>Initial date of employment</u>	<u>Five consecutive years of eligible employment*</u>	<u>13.36 hours</u>

Commented [D048]: 6.68 per hour of sick and 6.68 hours of vacation is what we accrue now (13.36/month total for vacation & sick). This increases to 10 vacation at 5 years and 12 vacation at 10 years (sick stays the same). And we can do a comparable payout as it currently stands I think so we don't mess with our liability. So 50% payout for PTO.

<u>Five consecutive years of eligible employment*</u>	<u>Ten consecutive years of eligible employment*</u>	<u>16.68 hours</u>
<u>Ten consecutive years of eligible employment*</u>		<u>18.68 hours</u>

Part-time employees who regularly work 20 hours or more per week will accrue PTO on a pro-rata basis.

PTO is accumulated in an employee's account on a monthly basis. PTO is available for use in the pay period following the one in which it was earned.

The maximum PTO accrual an employee may carry over from one fiscal year to another is 240 hours. Additional hours, up to 400 total hours, can be accrued as sick time and can be used according to the sick leave policy.

Upon termination of employment, an employee with more than one year of service may be paid for 50% of accrued PTO at the employee's current rate of pay.

1.2. Use of Paid Time Off

Use of PTO greater than 10 hours must be requested in writing and submitted to the employee's direct supervisor. Typically, PTO shall be requested at least five working days in advance. PTO may be used without prior approval in those situations in which the employee must be absent from work due to:

- 1 Physical or mental illness or injury to the employee;
- 2 Exposure to contagious diseases or when attendance is prevented by public health requirements; or
- 3 The need to care for a dependent child, spouse, or parent who reside with an employee or who is dependent upon the employee for support.

PTO may be used for medical, dental, and vision appointments for the employee provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the workday.

Approval for use of paid leave is at the discretion of District Manager.

Any employee who is ill or unable to report to work for any reason will notify the District Manager or supervisor no later than 15 minutes following the employee's normal work reporting time.

The District may require an employee to provide a health care provider's statement certifying the illness/injury incapacitating the employee from performing his/her duties, was necessary for the employee or a member of the employee's immediate family to make full and timely recovery, or was appropriate to avoid the spread of a

contagious disease. The statement will also certify the employee's fitness for return to work. Such a request shall be made prior to the employee's return to work.

5.3.5.4. Administrative Leave

5.3.1.5.4.1. Administrative Leave Accrual

1 All regular full-time employees will earn administrative leave as follows:

<u>Exempt positions:</u>	<u>Non-exempt positions:</u>	<u>Hours accrued annually:</u>
Professional Sr. Project Engineer, District Manager, Assistant District Manager, Program Manager, Administrator, Environmental Scientist IV		40 hours
Environmental Scientist III, Project Sr. Engineer Technician		32 hours
Environmental Scientist I and II, Engineering Technician I and II, Staff Engineer	<u>Environmental Scientist</u> <u>I, Engineering</u> <u>Technician I</u>	24 hours
	All <u>other</u> non-exempt positions	16 hours

2 Administrative leave will be pro-rated for eligible employees hired during the calendar year.

3 Administrative leave is earned and credited to the employee on an annual basis.

5.3.2.5.4.2. Regular Part-time Employees

Regular part-time employees do not earn administrative leave.

5.3.3.5.4.3. Eligibility Maximum Accrual

1 All eligible full-time employees will be credited accrued administrative leave at the appropriate rate on January 1st of each calendar year.

2 Accrued administrative leave is non-accumulative and must be used prior to January 1st of each calendar year.

5.3.4.5.4.4. Use of Administrative Leave

Administrative leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use administrative leave before the hours accrue on January 1st of each calendar year.

5.3.5.5.4.5. Administrative Leave Approval

Administrative leave requests, using the leave request form, must be approved in advance by management and may be subject to change or cancellation if such is required to accomplish workload objectives without interruption or delay.

5.3.6.5.4.6. Administrative Leave Pay at Termination

Upon termination, accrued administrative leave is not payable.

5.3.7.5.4.7. Additional Administrative Leave

The hours listed in section 5.4.1 can be increased when the following conditions are met:

- 1 The regular employee is more than 80% (annual average) funded by the general fund.
- 2 The regular employee receives a merit increase during a performance review and chooses to receive the merit increase as equivalent administrative leave hours, in lieu of a salary increase.
- 3 The regular employee has not reached the maximum pay rate within their salary range.
- 4 Approval by the District Manager.

The additional hours will be added annually, are non-accumulative, must be used prior to January 1st of each calendar year, will be pro-rated for eligible employees when occurring during the calendar year, and are not payable at termination.

5.4.5.5. Sick Leave

5.4.1.5.5.1. Policy

1 Accrual

The District expects each employee to be available for work on a regular and reliable basis. The District will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her sick leave account.

- a. Employees will accrue sick leave only after they have met the maximum 240 hours of PTO and will be accrued at the same rate as PTO is accrued.

Commented [DM49]: There is no sick leave so I don't understand why this section is here

Commented [D050]: This was an idea Meghan and I had to account for the fact that moving to PTO greatly reduces total hours that can be accrued. In instances of pregnancy or other larger medical issues, this gives some ability to potentially accumulate a bit more leave. I know Domi and Meghan both saved vacation and sick for their pregnancies. Especially since NV doesn't offer any kind of parental leave, we thought this would be a way we could offer some kind of compensation.

~~When total PTO hours are below the maximum 240 hours, no sick time will be accrued, at the rate of 6.68 hours per each regularly-scheduled month worked or on-paid status.~~ Sick leave is not accrued for any other hours.

- b. Sick leave hours are earned and credited to the employee on a monthly basis, coinciding with pay periods.
- c. Unused sick leave will be credited to the employee's sick leave balance to a maximum total accrual (PTO and Sick) of 400 hours. Sick leave accrual will cease when the employee's total year-end balance reaches 400 hours, until the balance falls below 400 hours.

2 Use of Sick Leave

Sick leave is for use in situations in which the employee must be absent from work due to:

- a. His/her own physical illness or injury.
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- c. The need to provide medical care for an ill or injured dependent child, spouse/domestic partner, or parent who resides in the employee's household. Medical care includes accompanying a dependent child, spouse/domestic partner, or parent who resides in the employee's household to medical appointments.
- d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- e. Any disability.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their health care provider's office, or shall notify their supervisor/manager of their whereabouts when using sick leave.

3 Abuse of Sick Leave

Use of sick leave for purposes other than those listed above is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If the District suspects abuse they may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4 Illness During Annual Leave and/or Administrative Leave

If an employee on annual leave and/or administrative leave suffers an illness or injury which requires medical treatment from a licensed health care

provider, s/he may elect to charge that time to accumulated sick leave provided the employee furnishes the District with a certificate issued by the licensed health care provider providing treatment.

5 Placing an Employee on Sick Leave

The District may place an employee on sick leave if s/he has an illness that appears to be contagious or due to a known or suspected illness or injury, and/or the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

6 Return to Work

An employee on sick leave shall notify his/her supervisor/manager as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The District may also require a statement from a licensed health care provider certifying the employee's fitness to return to work.

7 Sick Leave at Separation

Upon separation from employment due to resignation, retirement, disability, or death, an eligible employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount to be paid out: after two years of employment an employee will be paid 10% of the accrued sick leave, after three years of employment an employee will be paid 20% of the accrued sick leave, and after four years, or more, of employment an employee will be paid 30% (the maximum percentage) of the accrued sick leave. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(s) designated by the employee.

5.4.2.5.5.2. **Procedure**

1 Leave Approval

An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The District shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2 Notification

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor/manager no later than 15 minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor/manager daily or at appropriate intervals agreed on by the

Commented [D051]: I don't know if we just take this out since we are moving to PTO? Just to make things more streamline. "No sick leave will be paid out upon separation of employment"

supervisor/manager of his/her condition. The District may deny sick leave requests which are not in compliance with this policy.

3 Health Care Provider's Certification

The District may require an employee, who has been absent for three or more days, to provide a health care provider's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. A health care provider's statement is required when specifically requested by the supervisor or manager.

5.5.5.6. Family and Medical Leave

5.5.1.5.6.1. Policy

The District does not employ 50 or more individuals; therefore, employees are not eligible for Family and Medical Leave Act (FMLA) leave benefits.

If at any time, the District employs more than 50 employees, this Ppublic employers areis covered under the FMLA, and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. The District must provide employees Form WHD-1420 and are also required to post and keep posted the notice in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

Employees who have been employed by the District for a total of 12 months and worked for the District at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for the District within 75_ surface miles of that work site are eligible for FMLA leave.

5.6.5.7. Court Leave

5.6.1.5.7.1. Policy

The District will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided that the employee is not party to the action. Employees shall provide their supervisors/managers with relevant documents verifying the need for court leave as soon as the need becomes known.

5.6.2.5.7.2. Compensation

Subject to the following conditions, eligible employees shall receive their base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled workdays and hours of

Commented [DM52]: Is this a statue requirement. I could see this as a significant burden on the Districts non grant budget

Commented [DO53R52]: Per POOL/FACT]: The law has not changed. It only requires that an employer cannot require the employee to substitute paid leave; does not state you have to pay them. And you can't terminate them.

Commented [DO54R52]: We can keep old policy: Eligible employees will be granted time off without pay. However, the employee may choose to use his/her annual leave and/or administrative leave.

work. Casual, seasonal, or temporary employees will be granted time off without pay.

- 1 The employee's base rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
- 2 Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the District upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the District has reimbursed the employee for such expenses or such expenses were paid by the District.
- 4.3 An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the District. However, the employee may choose to use his/her annual and/or administrative leave.

5.7.3. Late Start/Early Release

- 1 An employee who is serving as a witness and is not required to report to court until after the start of their workday or who is released from court before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.
- 2 Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service lasts four hours or more, including time going and returning from court, the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.

5.7.5.8. Military Leave under Federal Law

5.7.1.5.8.1. Policy

Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, Sections 2021-2024, and 4301 et. seq. and the relevant sections of the Nevada Revised Statutes. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of

war or national emergency. The Army National Guard and Air National Guard are also covered.

5.9. Military Leave under Nevada Statute

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.

5.7.2.5.9.1. Procedure

- 1 Upon employee's or public officer's request, District must relieve employee or public officer of duties with pay to serve under orders for training or deployment for a period of not more than the number of hours equivalent to 15 working days in a 12-month period.
- 2 The District is not required to pay the public officer's or employee's salary after 15-working days (or hours equivalent).
- 3 Public officer's or employee's accrued vacation time may not be deducted during the leave. If public officer or employee requests additional time beyond 15 working days, public officer or employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. The District will treat the public officer or employee the same as any other employee on leave without pay.
- 4 The 12-month period designated by District in number 1 above is one calendar year.

5.9.2. Participation in Training, Active Service or Duty, or Other Required Meetings

As provided in NRS 412.139, District may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member: assembles for training, participates in field training, is ordered to active service, or otherwise meets as required.

5.8.5.10. Emergency Conditions/Disaster Leave

5.8.1.5.10.1. Policy

An employee who is a participant in any volunteer emergency service shall remain in full employment status and shall ~~not~~ receive total regular compensation while performing the volunteer service emergency service for the period that s/he would have been working for the District.

5.9.5.11. Leave for Nursing Mothers

5.9.1.5.11.1. Policy

As required by federal law, [NRS 281](#), and the [Nevada Pregnant Workers' Fairness Act](#), the District will provide [paid or unpaid "reasonable"](#) breaks each time an employee needs to express breast milk for her nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The District will furnish a private space, other than a bathroom, [for that is reasonably free from dirt or pollution, protected from the view of others](#) and free from [intrusion by others where the employee may express breast milk](#).

[If complying with this policy will cause an undue hardship for the District considering the size, financial resources, nature, and structure of the public body, the District may meet with the employee to agree upon a reasonable alternative. If the parties are not able to reach an agreement, the District may require the employee to accept a reasonable alternative selected by the District.](#)

[An employee who does not agree with the determination of the District may file a complaint with the Local Government Employee-Management Relations Board.](#)

5.9.2.5.11.2. Prohibition Against Retaliation

[The District will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever should immediately notify the EEO Officer or the alternate. The District will promptly investigate and deal appropriately with any allegation of retaliation](#)

5.10.5.12. Leave of Absence Without Pay

5.10.1.5.12.1. Policy

The District may approve leaves of absence without pay for up to [two months](#). Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the District's needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to two months at the sole discretion of the District. Exceptions for leave beyond one year be provided as required by law. The District will require the use of all accrued paid leave prior to granting leave without pay.

5.10.2.5.12.2. 6.5.2. Procedure

- 1 Approval –30 Days or Less

Commented [D055]: POOL/PACT says normally is 6 months, but we had it as 2.

Commented [DM56R55]: This policy was established by me and I am open to any amount of time what is your recommendation

Commented [D057R55]: I think that we would be OK with 6 months. It is always up to the discretion of the DM. There could be times and positions that allowing for a 6 month leave could work for the district and employee. For example, a request for a winter off when the District is light on work.

Leaves of absence without pay not exceeding 30 days may be granted by the District with substantiating documentation.

2 Approval – More Than 30 Days

The District may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section and substantiating documentation as requested by District is provided.

3 Purpose

Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the District determines that the granting of such leave is in its best interest.

4 District Termination of Leave

The District may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five calendar days or by a later-approved alternate date. In the event the District terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

5 Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

6 Return from Leave

Employees on approved leave of absence without pay are required to return to work on the first work day following the end of leave at his/her regularly scheduled time. An employee who does not return from a leave of absence without pay on the first work day at his/her regularly scheduled time following the end of a leave will be considered to have resigned.

7 Introductory Period

If an employee is granted unpaid leave during his/her introductory period, the introductory period will be extended by the number of days of leave taken by the employee during his/her introductory period.

8 Medical Reason for Leave

The District may require a health care provider's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay. The District may also require a statement from a health care provider certifying the employee's fitness to return to work.

9 Anniversary Date

An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of 15 days during any 12-month period. (See special provisions for Military Leave in Sections 6.8 and 6.9 below.)

10 Benefit Accrual

If an employee is on unpaid leave for more than one-half of his/her regularly scheduled work hours in any pay period, no leave benefits shall be accrued for that period, nor shall the District contribute toward the cost of insurance benefits.

5.11.5.13. **Bereavement Leave**

A full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of 24 hours of bereavement leave per each occurrence. Bereavement leave longer than 24 hours may be charged to accumulated sick leave, up to a maximum of 16 additional hours, with the advance approval of the District. Employees who are not regular full-time or part-time employees may take up to 24 hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. Casual, seasonal, temporary employees are not eligible for bereavement leave.

5.12.5.14. **Emergency Conditions/Disaster Leave**

5.12.1.5.14.1. **Emergency Volunteer Service**

An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule him/herself for on-call duty during work hours. In the event an employee is required to respond to an emergency during normal working hours, s/he shall remain in full employment status and shall receive total regular compensation while performing the volunteer service for the period that s/he would have been working for the District, and any employee wishing to receive payment for time missed due to emergency volunteer service may do so by using either accrued annual leave or accrued administrative leave time.

Commented [DM58]: Is this a mandate?

Commented [DO59R58]: Per POOL/PACT: I don't know! The statute below indicates employees must be paid but the political subdivision may be reimbursed by the state. BUT this is specific to an "incident management assistance team" created by the Governor. I'm not sure this is the same thing... Let me see what else I can find out.

5.12.2.5.14.2. **Emergency Road Conditions**

- 1 Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular salary. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to notify his/her immediate supervisor/manager. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or accrued administrative leave time or make arrangements with their supervisor to work from home.
- 2 Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, s/he may use annual leave or accrued administrative leave time to complete the normal work period.
- 3 Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor/manager is in doubt of the employee's reasoning, the final decision shall be made by the District on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

Commented [DO60]: I think we should add a 'work from home' option? ...or work remotely with supervisor's approval.
Commented [DM61R60]: agree

5.12.3.5.14.3. **Disaster Area Declaration**

- 1 "Disaster Area" is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Employees who are unable to report to work due to a disaster may use accrued annual leave or administrative leave time as compensation for scheduled time not worked or make arrangements with their supervisor to work from home.
- 2 Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the District's operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared "disaster" conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor/manager.

Commented [DO62]: Should we again add a 'work from home' option here? I think this coronavirus work from home mandate would be categorized under here.
Commented [DM63R62]: agree

5.13.5.15. **Related Forms**

- Designation Notice (FMLA Form WH-382)

- Employee Rights and Responsibilities under the Family and Medical Leave Act (Form WH 1420)
- Nevada Consanguinity/Affinity Chart
- Leave of Absence Authorization Form
- Notice of Eligibility and Rights & Responsibilities (FMLA Form WH-381)
- Notice of Intent to Return to Work (Non-Medical)
- Notice of Intent to Return to Work After Medical Leave

6. **BENEFITS**

6.1. **Retirement**

As defined in NRS 286, the District is considered a public employer and employees in positions considered to be half-time or more, according to the full-time work schedule for at least 120 consecutive work days, are covered by the Public Employees Retirement System (PERS). Details are available in NRS 286.

Eligibility for membership in PERS for elected officials is covered in NRS 286.293.

6.2. **Workers' Compensation**

Employees are insured under the provisions of the State Workers' Compensation Act for occupational injuries and diseases that arise/arose out of and in the course of their employment. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor/manager as soon as reasonably possible or within 24 hours of the accident, injury, or illness. Employees are also required to complete the Form C-1 within seven days of the accident, injury, or illness, regardless of whether medical attention was received.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

- 1 When an employee is eligible at the same time for benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, and for any leave benefit s/he may, by giving notice to the supervisor or manager, elect to continue to receive his/her normal salary instead of the benefits under those statutes until his/her accrued sick leave, comp time, annual leave, or approved catastrophic leave (if any), in this order, is exhausted. The District will notify the Workers' Compensation Administrator of the election. The District will continue to pay the employee his/her normal salary, but charge against the employee's accrued leave time as taken during the pay period an amount which represents the difference between his/her normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under NRS 616A to 616D, inclusive, or NRS 617 for that pay period.
- 2 When the employee's accrued leave time is exhausted, payment of his/her normal salary under subsection 1 must be discontinued and the District will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.
- 3 An employee who declines to make the election provided in subsection 1 may use all or any part of the leave benefit normally payable to him/her while directly receiving benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, but the amount of leave benefit paid to the

employee for any pay period must not exceed the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those statutes for that pay period.

- 4 If the amount of the employee's leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
- 5 An employee may decline to use any part of the leave benefit normally payable to him/her while receiving benefits under NRS 616A to 616D, inclusive, or NRS 617. During that period of time, the employee will be considered on leave of absence without pay.

6.3. **Transitional Duty**

6.3.1. ***Policy***

The District is committed to providing work, when possible, for employees who have been restricted by a treating physician due to a work-related injury or illness. Work provided is subject to availability and will be assigned according to the nature of the injury or illness keeping within the limitations set forth by the treating physician.

6.3.2. ***Salary***

While on transitional duty, employees will continue to receive their regular rate of pay.

6.3.3. ***Duration and Conditions of Transitional Duty***

An employee on transitional duty must furnish a written update from the health care provider to the workers' compensation coordinator after each visit in order to remain in the reassigned job. Transitional duty assignments are limited to a period of 90 days, subject to review.

6.4. **Deferred Compensation**

Employees may defer a portion of their taxable income by participation in a deferred compensation plan as provided for in NRS 287.

Initial enrollment may be made at any time during the year for earnings beginning the first of the month following enrollment. Changes in contribution are governed by the terms and conditions of the particular plan.

Only income earned after the effective date of initial or increased participation can be deferred.

Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. In the event of an unforeseeable emergency, the employee may withdraw a portion of the account needed to pay for the emergency. The IRS defines the conditions for and requires District approval of early withdrawal on a hardship basis. The District must review and approve all requests for early withdrawal.

6.5. Health Insurance Coverage

6.5.1. Eligibility

Full-time regular employees (and part-time regular employees who are regularly scheduled to work at least an average of 30 hours per week) are eligible to enroll in a group health insurance plan effective the first of the month following 90 days of employment. Dependents of employees, as defined in the current plan booklet, are also eligible for coverage under the insurance plan at the employee's expense. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

6.5.2. Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

6.5.3. Plan Changes

The District will, from time to time, evaluate the health coverage plan that is offered and make adjustments, as the District deems appropriate, in the level of coverage and the amount of premium cost to be paid by the District.

6.5.4. Continued Coverage after Retirement

The District does not intend to offer continuation of any group life insurance coverage to employees after employment ends. It is the District's understanding that this is optional under the NRS and does not wish to offer this coverage.

- 1 If eligible for coverage as an active employee, District retirees may continue their medical, dental and vision coverage under the plans available to active employees. However, the District will not pay any portion of the premiums; the retiree is required to pay 100% of any and all premiums in order to continue this coverage. Failure to make timely payment will result in discontinuance of the coverage. Once a retiree's coverage ends for any reason (whether voluntarily or because of non-payment of premiums), he or she may not re-enroll in the plans in the future.
- 2 Retiree coverage under the District's medical/prescription drug coverage plans may not be continued beyond the age when the retiree first qualifies for coverage under Medicare.

Commented [DO64]: So.... We don't do this, we do it at a 30% payment. Um...

Commented [DM65R64]: Yes, this was an added benefit that was adopted by the board. I would not like to see that go away

Commented [DO66R64]: Do you have any notion on where I could find this adoption by the board? Or can I just change it here?

Commented [DO67R64]: Doug Martin response: It would have been approx. 2008 or 2009. But I am not positive. I think the board should have a say on this reaffirming past decisions. It also is nice that employees know the board goes the extra step

Commented [DO68]: I added this section as suggested by Cathy MacLeod to incorporate language to comply with the requirements in the Nevada Revised Statutes. Briefly, the NRS requires that if an active employee is offered health coverage, that he or she must be offered this coverage in retirement and it must be offered at the same premium rates as available to active employees. You indicated to me that the District would most likely want to offer the minimum required by the statutes.

Commented [DM69R68]: As the only retiree of the district this is a moot policy as the expense of coverage far exceeds what medicare costs are

Commented [DO70R68]: Totally agree, but it was recommended to put in to cover accounting GASB 75 for OPEB liability

6.6. **Life Insurance Coverage**

6.6.1. **Eligibility**

Eligible employees, as defined in the life insurance plan, are covered by an District-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following 90days of employment.

6.6.2. **Policy**

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Administrator.

6.6.3. **Coverage**

Eligible employees are covered by a life insurance policy in the amount of \$10,000. (Dependent life insurance is available on an employee-contribution basis.)

6.7. **Related Forms**

- Sample Transitional Duty Letter
- Workers' Comp Benefits Leave Choice Option Form

7. TRAVEL EXPENSES

7.1. Policy

Employees will be reimbursed for reasonable and necessary travel expenses when directly related to the performance of their assigned duties and which are appropriately authorized. Employees will be reimbursed for necessary meals, mileage, and lodging based on the rates allowed per federal standard rates.

To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed by providing required receipts or proper documentation within five working days following a trip. Reimbursement shall be made only for expenses actually incurred, paid, and authorized.

The District will not reimburse or otherwise pay any expense that violates commonly accepted standards of sound judgment and good taste. This is a non-exclusive list of non-refundable items:

- Fines and avoidable parking tickets
- Towing or impounding fees
- Traffic violations
- Alcoholic beverages
- Personal entertainment
- Tobacco and smoking products
- Unnecessary or extravagant costs of any kind

7.2. Related Forms: NONE

8. EMPLOYEE SEPARATION

8.1. Resignation

8.1.1. *Notice*

Employees are requested to provide at least two weeks' notice, in writing, of their intent to resign their employment. At the sole discretion of the District, an employee may withdraw a resignation at any time prior to its effective date. An employee's failure to give appropriate notice when resigning may constitute cause for denying re-employment with the District.

8.1.2. *Return of District Property*

When resigning or being terminated, an employee must return all District property including clothing, keys, credit cards, employee ID, tools, equipment, and other items of value prior to the last day of employment.

8.1.3. *Job Abandonment*

The District may consider employees who are absent from work without approved leave for a period of three consecutive work days to have abandoned their position and, thus, to have resigned. The District is required to follow due process procedures for termination if the employee has completed their introductory period.

8.1.4. *Final Paycheck*

The District shall issue a paycheck by the next payday following the effective date of resignation if sufficient notice was given by the employee and may issue a paycheck sooner when the employee resigns in good standing. Whenever an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable on the next regular payday.

8.2. Layoffs

As all positions are grant funded, an employee of the District will not be afforded rights relative to layoff at the end of the funding period.

8.2.1. *Alternatives to Layoff*

Whenever a layoff is anticipated, the District will notify employees whose jobs may be affected and explain all available options to them. The District will make reasonable efforts to integrate affected employees into other available positions. The District may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

8.2.2. Layoff Notice

Such written notice of the layoff shall either be delivered in person or mailed to the affected employees at least fourteen days prior to the expected date of layoff.

8.3. **Related Forms**

- Employee Separation Checklist

9. PERFORMANCE MANAGEMENT

9.1. Policy

The District's performance appraisal system is designed to be a formal, objective, consistent, and ongoing process to assess the on-the-job effectiveness of each employee by communicating to the employee his/her status and the objectives and standards of performance which s/he is expected to achieve. The District views performance appraisal as an ongoing process that focuses on the future and continued improvement.

9.2. Purpose

The purpose of the performance appraisal is to let employees know how well they are performing their assigned job duties, where they can grow or develop, and whether they have any performance problems.

Performance appraisals are not considered to be discipline.

The District strongly encourages employee participation in the performance evaluation process. Employees will be allowed to comment on the performance appraisal, sign the form, and receive a copy. The original will be placed in the employee's personnel file.

9.3. Process of Performance Evaluations

It is the policy of the District and the responsibility of each supervisor/manager to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth. Recognizing that periodic formal performance appraisals cannot take the place of ongoing communication and feedback, the District encourages frequent, ongoing discussions of job performance and expectations between employees and supervisors/managers. Performance appraisals, whether formal or informal, do not create a contract or other right to continued employment.

9.3.1. *Frequency of Performance Appraisals*

Formal performance appraisals are to be conducted a minimum of once a year. Additionally, supervisors/managers shall conduct formal appraisals at the following times:

- 1 For new employees, no later than six months after initial hire.
- 2 Six months following transfer to a new position.
- 3 When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.
- 4 Within three months following an evaluation documenting that the employee's performance needs substantial improvement. (The District

encourages frequent, ongoing meetings between the employee and supervisor/manager.)

- 5 At any other more frequent interval as the supervisor/manager deems appropriate.

9.3.2. ***Documentation of Performance Evaluations***

Supervisors/managers must use the District's approved performance evaluation form and ensure that the completed and signed form becomes a permanent document in the employee's personnel file.

9.4. **Related Forms**

- Performance Evaluation Form
- Let's T.A.L.K. Preparation Form
- S.M.A.R.T. Goals

10. DISCIPLINARY ACTIONS AND APPEALS

10.1. Discipline and Appeal

10.1.1. *Justification for Discipline*

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

- 1 Conduct unbecoming an employee in the District's service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the District or erodes the public confidence in the District.
- 2 Falsification of or making a material omission on forms, records, or reports including applications, timecards, and other District records.
- 3 Absence from work without permission or without notification to an appropriate supervisor/manager, habitual absence or tardiness, or misuse of sick leave.
- 4 Unauthorized possession, removal, or use of the District's property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
- 5 Insubordination, refusing to follow directions, or other unprofessional conduct directed toward a supervisor or manager.
- 6 Sexual harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the District, or anyone present on premises owned or controlled by the District.
- 7 Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of his/her duties.
- 8 Possession or inappropriate use of drugs, prohibited substances, or alcohol on property owned or controlled by the District or while on duty or during an on-call status.
- 9 Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the District.

- 10 Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or him/herself.
- 11 Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
- 12 Violating or failing to comply with federal, state or local law, or the District's policies, rules, regulations, and/or procedures.
- 13 Unsatisfactory work performance.

10.1.2. **Forms of Disciplinary Action**

Disciplinary action includes, but is not limited to, one or more of the following:

- 1 Verbal warning
- 2 Written reprimand
- 3 Suspension*(See Note Below)
- 4 Pay reduction*(See Note Below)
- 5 Demotion (See NRS 62G.060 for juvenile court employees)
- 6 Termination

Employees' signed copies of the above items 1-6 must be placed in employees' master personnel file, and a copy provided to employees.

*Note: Exempt employees are subject to the following rules regarding disciplinary pay reductions and unpaid suspensions:

- Pay reductions, imposed as a penalty, may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.
- Pay reductions, as a form of discipline, may be imposed as long as the employee is paid at least \$455 per week and the reduction is on a "permanent" (i.e., not workweek) basis and is not tied to an employee's attendance or quality or quantity of work performed during a particular workweek.
- Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions

must be in full-day increments and must be imposed pursuant to a written policy applicable to all employees.

- Suspensions for performance issues must be made in full-week increments.

10.1.3. **Due Process**

Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the District will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action.

1 Written Notice

In situations where the proposed disciplinary action involves a suspension, a reduction in pay, a demotion, and/or termination, written notice of the proposed disciplinary action will be hand-delivered or sent certified mail to the employee. The notice will include the following information:

- a. The nature of the disciplinary action proposed;
- b. The effective date of the proposed disciplinary action;
- c. A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
- d. A statement advising the employee of his/her right to file a written response, or to submit a written request for a pre-disciplinary conference with the District Manager, within five workdays of receipt of the notice of proposed disciplinary action; and
- e. A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal.

2 Employee Review

If the employee requests, s/he will be given the opportunity, as soon as practical, to review the documents or other evidence, if any (except for confidential and privileged documents), on which the proposed disciplinary action is based. If the employee requests, the District will provide a copy of the documents used to support the proposed disciplinary action, including names of witnesses.

Commented [SN71]: Policy-driven due process is not required by statute but may be required by ordinance. If required by ordinance, employers should match policy to ordinance requirements. If not required by ordinance, then employers may select the positions which are most appropriate for the organizational structure. However, the process should follow a chain of command; e.g., hearing level should be with a lower level manager than the appeal level.

3 Conference Prior to Implementation

When the employee requests a conference after receipt of the proposed disciplinary process, but prior to any disciplinary action being imposed, the District Manager will schedule a meeting with the employee and his/her representative (if the employee requests a representative be present) in a timely manner to review the reason for and basis of the proposed disciplinary action. At this conference, the District will also be provided with an opportunity to present relevant information which may impact the nature or severity of the proposed disciplinary action.

4 Implementation of Discipline

No later than five workdays from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the District Manager will issue a written decision to the affected employee. The written decision will inform the employee that:

- a. The proposed disciplinary action will be implemented; or
- b. The proposed disciplinary action will be modified, with an explanation; or
- c. The proposed disciplinary action is rescinded, with an explanation.

5 Appeal

- a. The affected employee may appeal the disciplinary action to the Board of Supervisors* by filing a written appeal with the District Manager within five workdays of the effective date of receipt of written notification of the disciplinary action. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an employee fails to file a written appeal conforming to these requirements within the prescribed time limit, s/he is deemed to have waived the right to appeal.
- b. After an employee has submitted a timely appeal to the Board of Supervisors, the District Manager will set a date for a disciplinary appeal hearing. At such hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the hearing process shall not invalidate the decision rendered. The Board of Supervisors will issue to the parties a decision following such hearing within five workdays. The decision of the Board of Supervisors is final.

*If the final decision-maker served or could have served as a witness in the behavior/conduct leading up to the intended disciplinary action, or otherwise has a conflict related to the situation, an alternative decision-maker who does not come under the authority of the final decision-maker will be selected in collaboration with the District's legal counsel and/or his/her designee which may include outside legal counsel retained by the District. The alternative decision-maker will be a person who is a functional equivalent for the decision-maker, but who does not otherwise have a conflict, whether perceived or actual. The selection of the alternative decision-maker is final and appeals will not be allowed.

10.1.4. ***Administrative Leave During Disciplinary Proceeding***

By notifying the employee in writing, the District may place an employee on administrative leave, with or without pay pending an investigation of alleged misconduct or performance deficiencies, prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. An employee placed on administrative leave without pay who is later reinstated without punitive disciplinary action being imposed will be reimbursed for any pay lost during the administrative leave.

10.2. **Related Forms**

- Intent to Discipline Form
- Verbal Warning Form
- Written Reprimand Form
- Sample Last Chance Agreement - Performance and Behavior
- Sample Last Chance Agreement - Drugs and Alcohol

11. DISPUTE RESOLUTION

11.1. Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between the District and an employee pertaining to the application of the District's personnel policies, or an allegation by an employee that the District has failed to provide a condition of employment established by the District's compensation plan. The term "dispute," as used herein, shall exclude the following:

- 1 Disciplinary action.
- 2 Complaints for which the District provides an alternate dispute resolution process.
- 3 Termination of an introductory employee.
- 4 Termination of an at-will employee.

11.2. No Retaliation

The District shall not restrain, coerce, retaliate, interfere with, or discriminate against any employee based on the employee's use of the dispute resolution process.

11.3. Time Limits

The time limits set forth herein are essential to the dispute resolution process and shall be strictly observed. The time limits may be extended by written agreement, signed by the employee and the District.

If, at any stage of the dispute resolution process, the employee is dissatisfied with the decision rendered, the employee shall be responsible for submitting the dispute to the next designated level within the delineated time limits. If the employee fails to submit the dispute to the next designated level within the time limits imposed, the dispute resolution process shall be considered terminated, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not qualify for further appeal or reconsideration.

If the appropriate District representative fails to respond within the time limits specified, the employee has the right to proceed to the next step within the prescribed time limits. Any such failure by a District representative shall not constitute an admission of the validity of the dispute.

11.4. Dispute Resolution Process

11.4.1. *Step 1. Discussion with Immediate Supervisor*

- 1 The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within ten workdays of the action causing the dispute or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be

accepted for consideration more than six months from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee (except as otherwise provided by law).

- 2 The immediate supervisor shall verbally respond to the employee within ten workdays of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

11.4.2. **Step 2. Formal Written Notice of Dispute**

- 1 In the event the employee believes the dispute has not been satisfactorily resolved at Step 1, the employee may submit the dispute, in writing, to the District Manager within five workdays after receipt of the immediate supervisor's verbal response. The employee shall file one copy with the Administrator. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
 - Fully describe the dispute and how the employee was adversely affected.
 - Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
 - Indicate the date(s) of the incident(s).
 - Specify the remedy or solution to the dispute sought by the employee.
 - Identify the employee and be signed by the employee.
 - Identify the person, if any, chosen by the employee to be his/her representative.
- 2 No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the District and the employee. However, corrections in citations can be made at any time by the employee or the employee's representative.
- 3 The District Manager shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten workdays of the meeting outlining the reasons behind the decision.
- 4 Any dispute resolved at this step shall be subject to the review and confirmation of the Board of Supervisors before the resolution is effective. Such review will occur within 14 workdays and the confirmation shall be final and binding.

11.5. **Related Forms: None**

12. DEFINITION OF TERMS

The terms used in these policies shall have the meanings defined below:

Administrative Leave: Authorized leave for administrative purposes, such as for conducting an investigation which may be with or without pay, at the option of the District.

Adulterated Specimens: A specimen is considered adulterated if it contains a substance that is not a normal constituent or contains an endogenous substance at a concentration that is not a normal physiological concentration.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Use: The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Allocation: The assignment of a single position to its proper classification on the basis of the duties performed and responsibility assigned.

Anniversary Date: The date the employee is hired, appointed, promoted, reclassified, or reallocated (as defined below) upward. This is the date an employee becomes eligible for consideration for a salary increase. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Note special provisions regarding military leave.)

Applicant: A person, including a current employee, who is applying for any position with the District.

Appointing Authority/Employer: The governing board, any elected official, or appointed official acting under the expressed authority of the governing board.

Appointment: The offer of and acceptance by a person to a position in accordance with the provisions of this manual.

At-will: Employment status wherein the employee may be terminated at any time, with or without cause. An employee in an at-will status has neither a property right nor an expectation of continued employment with the District and is not covered by the provisions of the discipline, layoff, or dispute resolution sections of these personnel policies.

Board: The governing body of the District.

Casual Worker/Hire: An employee hired on an as-needed basis, either as a replacement for permanent employees who are out on short- and long-term absences or to meet District's additional staffing needs during peak business periods.

Class: A group of like positions assigned to the same title and pay grade based on similar duties and responsibilities and minimum qualifications. A class may only have one position allocated to it if there are no similar positions within the organization.

Class Specification: A description of the essential characteristics of a job class, and the factors and conditions that make it unique from other classes, described in terms of duties, responsibilities, and qualifications.

Compensatory Time Off: Time off granted to an employee in lieu of monetary payment for overtime worked.

Contraband: Any item such as illegal drugs, prohibited substances, drug paraphernalia, or other related items whose possession is prohibited by this policy.

Conviction: A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of the federal or state laws.

Corrective Action: Action taken to improve unacceptable behavior or performance; correction action may include coaching sessions, counseling sessions, training, and disciplinary actions including verbal warnings, written reprimands, suspensions, demotions, pay reductions, and discharge.

Date of Hire/Hire Date: The actual date an employee first renders paid service in a regular position.

Day: Calendar days unless workdays are specified.

Demotion: Involuntary movement of an employee from one job class to another job class having a lower maximum base rate of pay, as a result of disciplinary action.

Department Manager: An elected official or appointed official who is directly responsible to the Board or to a board established by the Board, for overall administration of an office or department of the District.

Diluted Specimens:- Diluted specimens have creatinine and specific gravity values that are lower than expected for human urine as determined by U.S. Department of Health and Human Services.

Disability-Related Inquiry: A question (or series of questions) that is likely to elicit information about a disability. Generally, disability-related inquiries are not allowed during the hiring process. Examples of disability-related inquiries not permitted include:

- Asking whether the employee/applicant currently has or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee's/applicant's disability;
- Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;
- Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication;
- Asking about an employee's/applicant's genetic information;
- Asking about an applicant's prior workers' compensation history; and
- Asking an employee's/applicant's coworker, family member, health care provider, or other person about the employee's/applicant's disability.

Discharge: Termination, separation, dismissal, or removal from employment for cause.

Discipline: A suspension (generally without pay), involuntary demotion, reduction in pay, or discharge, or written reprimand or verbal warning.

Discrimination: Employment decisions or actions which are inappropriately taken because of the applicant's or employee's protected class status.

Dispute: Any disagreement between the District and an employee pertaining to the application of the District's personnel policies, or an allegation by an employee that the District has failed to provide a condition of employment established by the District's compensation plan

District Premises: All District property and facilities, the surrounding grounds and parking lots, leased space, District motor-driven equipment/vehicles, offices, desks, cabinets, closets, etc.

Domestic Partner: Persons who are registered as domestic partners with the state of Nevada per NRS 122A.120 or have a legal union validly formed in another jurisdiction that is substantially equivalent.

Drug Test: A test to determine the presence of illegal drugs/prohibited substances, or their metabolites that includes specimen collection and testing by a Department of Health and Human Services (DHHS)-certified laboratory. Both a screening test and a confirmation test must be used to establish a positive test result.

Eligible List: A list of names of persons who have satisfactorily completed an examination for a position and are qualified for employment.

Employee: A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, hiring, layoff, and dispute resolution, the term employee **excludes** elected officials, department heads, and casual/temporary/seasonal workers, and others specified by the Board of Supervisors.

Regular Full-time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position with a normally scheduled work week of at least forty (40) hours.

Regular Part-Time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position which requires a minimum number of hours per week (typically 20) hours, but less than full-time employment.

Introductory Employee: A person who serves in an at-will status for a specified period of time during which s/he is evaluated by the District to ensure that s/he has demonstrated fitness for a position by actually performing the duties of the position.

Exempt Employee: An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act. (Such determination is made on the basis of duties and responsibilities performed and the method of pay computation.)

Non-Exempt Employee: An employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

Essential Function: A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are

available to perform the function, or the function requires special skill or expertise. (Marginal functions associated with any job should not be considered essential functions.)

Full-Time: Work which requires hours of work as established by the District as full-time. A full-time employee is regularly scheduled to work a normal work week of 40 hours. **Grade:** The designation of a salary range for a class.

Illegal Drugs: Any controlled substance or drug under Federal or Nevada law which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute. Illegal drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed.

Introductory Period: A trial or working test period which is an integral part of the examination and selection process during which an employee serves in an at-will status and is required to demonstrate fitness for the position for which s/he was hired by actually performing the duties of the position.

Invalid Specimens: An invalid specimen is one that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

Layoff: A separation from the District's service because of a shortage of funds, lack of work, abolishment of a position, reorganization, or for other reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave Without Pay: Authorized leave in a non-paid status.

Legal Drugs: Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

Manager: An employee, or an elected official who has been authorized to select, train, and evaluate the work of other employees, and to make the decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head.

Medical Examination: A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health. Medical examinations include, but are not limited to:

- Vision tests conducted and analyzed by an ophthalmologist or optometrist;
- Blood, urine, and breath analyses to check for alcohol use;
- Blood pressure screening and cholesterol testing;
- Nerve conduction tests;
- Range-of-motion tests that measure muscle strength and motor functions;
- Pulmonary function tests;
- Psychological tests designed to identify a mental disorder or impairment; and
- Diagnostic procedures such as x-rays, CAT scans, and MRI's.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting an employee's employment status.

Position: A group of duties and responsibilities requiring the ongoing services of one or more employees, which is listed in the authorized position list contained in the currently approved District's budget or established by formal action of the Board of Supervisors.

Positive Drug or Alcohol Test: Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's urine or blood. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

Prohibited Substances: Medical and recreational marijuana; prescription drugs not legally obtained, not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed; over-the-counter medications used contrary to manufacturer instructions; or consumer products not meant for human consumption.

Promotion: The movement of an employee from one class to another class having a higher maximum base rate of pay, usually as a result of some type of examination.

Rate of Pay: An employee's salary as shown in the District's compensation plan.

Reallocation: A change in the classification and pay grade of a class to a higher or lower pay grade.

Reclassification: The change of a position to a different job class which results from changes in duties and responsibilities.

Reduction in Pay: Disciplinary action by an District moving an employee to a lower pay level in the same class and same pay grade.

Regular Position: An authorized position which appears in the authorized position list contained in the District's budget documents or its amendments approved by the Board of Supervisors. (Normally a regular position consists of duties which must be performed at least 20 hours per week on a regular, year-round basis.)

Reinstatement: The restoration of a laid-off employee or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

Reinstatement List: A list of names of persons who have been laid off and are available for reinstatement (rehire without examination).

Reporting Officer: The staff member assigned the responsibility and authority to receive, investigate, and resolve complaints of alleged discrimination/harassment. This individual also has the responsibility to provide training for the District and assure appropriate notices are posted.

Reprimand: A written notice to an employee stating specific performance and/or behavioral deficiencies and the improvements in behavior and/or performance which the employee must make, and that further disciplinary action will follow if the employee does not make the required improvements. (A performance evaluation form shall not be considered a reprimand.)

Resignation: A notice by an employee that s/he intends to separate from the District's service. The District may require that resignations be in writing.

Salary Range: The minimum and maximum salary set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

Seasonal Employee: See Casual Worker.

Spouse: A husband or wife of a person, regardless of gender.

Step: A specific rate of pay within the salary range established for a class. (Also see Rate of Pay.)

Substance Abuse Professional (SAP): A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

Substituted Specimens: Substituted specimens have creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine determined by U.S Department of Health and Human Services

Supervisor: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head or manager.

Suspension: The temporary separation from service, with or without pay, of an employee for disciplinary reasons or pending investigation of an employee's conduct.

Temporary Employee: See Casual Worker.

Transfer: A lateral change of an employee from one position to another position in the same class or to a different class in the same salary range.

Transitional Duty: A temporary assignment of an employee who is unable to perform the essential functions of his/her job, but has been cleared by a medical provider to perform other assignments for the District.

Volunteer: An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. An individual is not considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

Warning: Verbal notice or counseling of an employee specifying required changes in work performance or on-the-job behavior.

Notice of Eligibility and Rights and Responsibilities for Emergency Family and Medical Leave

To:

From: Nevada Tahoe Conservation District

Date: April 4, 2020

Part A:

On March 30, 2020, you informed us that you needed leave beginning on April 1st because you are unable to work (or telework) due to a need for leave to care for a child or children under 18 because the school or place of care has been closed, or the child care provider is unavailable due to a public health emergency declared by a Federal, State, or local authority with respect to COVID-19.

This notice is to inform you that you are eligible for Emergency FMLA leave.

Part B:

As explained in Part A, you meet the eligibility requirements for taking emergency FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as emergency FMLA leave, you must return the following information to us by April 10, 2020. If sufficient information is not provided in a timely manner, your leave may be denied.

- Qualifying reason for requesting leave,
- Documentation supporting the reason for leave (such as a notice that has been posted on a government, school, or day care website),
- Statement that the employee is unable to work, including telework, for that reason, and
- The date(s) for which leave is requested

Contact Dana Olson at 530-208-3113 to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You will be able to elect to use your available paid sick, annual, and/or administrative leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on this form, you will be required to notify us as soon as practicable.

If your leave does qualify as emergency FMLA leave you will have the following rights:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a “rolling” 12-month period measured backward from the date of any FMLA leave usage.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following emergency FMLA leave, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as emergency FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact: Dana Olson at 530-208-3113

Nevada Tahoe Conservation District Personnel Policy

Emergency Paid Sick Leave (EPSL)

1. Policy

This policy complies with the Families First Coronavirus Response Act (FFCRA) to grant eligible employees protected leave for qualified reasons.

Public employers are covered under the Emergency Paid Sick Leave Act (EPSLA) and will comply with the requirements of the EPSLA and advise employees if they meet the eligibility requirement.

Employers are required to post and keep posted Form WH-1422: *Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave under the Families First Coronavirus Response Act* in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

This policy is effective at 12:01 a.m. on April 1, 2020, and will remain in effect until 12:00 p.m. on December 31, 2020. It does not apply retroactively.

2. Eligibility

All employees are eligible for EPSL, regardless of their seasonal, temporary, etc., status. There is no length of service requirement.

3. Reasons for Leave

EPSL leave may be granted to an employee who is unable to work (or telework) due to a need for leave for any of the following reasons:

1. The employee is subject to a federal, state, or local quarantine or isolation related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis.
4. The employee is caring for an individual who is subject to an order of federal, state, or local quarantine or isolation related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
5. The employee is caring for a minor child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar situation specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor.

4. Leave Allotment

Full-time employees will receive up to 80 hours of paid sick leave.

Part-time employees will receive the number of hours equal to the number of hours s/he works on average over two weeks. If a part-time, seasonal, casual, or temporary employee works varying hours to such an extent that the District is unable to determine with certainty the number of hours the employee would have worked if leave had not been taken, the District will look at the average number of hours the employee was scheduled over the past six months; or if the employee had not worked the past six months, the District will use the reasonable expectation of the number of hours the employee would normally be scheduled to work.

Nevada Tahoe Conservation District Personnel Policy

5. One-time Use

Employees are limited to a total of 80 hours Paid Sick Leave. An Employee who has taken all EPSL leave and then changes employers is not entitled to additional EPSL leave from his/her new employer. An employee who has taken some, but fewer than 80 hours of EPSL leave, and then changes employers is entitled only to the remaining portion of such leave from his/her new employer and only if his/her new employer is covered by the EPSLA. Such an employee's EPSL leave would expire upon reaching 80 hours of EPSL leave total, regardless of the employer providing it, or when the employee reaches the number of hours of EPSL leave to which s/he is entitled based on a part-time schedule with the new employer.

6. Compensation During Leave

Employees will receive 100% of their regular rate of pay for reasons related to the employee's own quarantine, isolation, or symptoms of COVID-19 (reasons 1-3 above) up to a maximum of \$511 per day.

Employees will be compensated at 2/3 of their regular rate of pay for reasons related to the employee's need to care for an individual who is isolated or quarantined, or to care for a minor child due to a school/childcare closure, or the employee is experiencing any other substantially similar situation (reasons 4-6 above) up to a maximum of \$200 per day.

Employees may elect to substitute accrued paid sick, annual, or administrative leave for the pay not covered by the EPSLA, but employers are prohibited from requiring this substitution. When substituting accrued paid leave for the pay not covered by EPSL, the employee must comply with the District's procedural requirements, terms, and conditions of the Sick Leave policy (Policy #) as appropriate; once accrued leave is depleted, the remainder of the leave period will then consist of unpaid leave for the pay not covered by EPSLA.

7. Intermittent Leave

Employees may be able to take EPSL intermittently under the following conditions:

- **Working at regular worksite:** Employees may take EPSL leave intermittently while working at his/her regular worksite. The qualifying reason is solely because s/he is caring for a minor child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions. Leave may be taken in any increments agreed upon by the employer and employee. Intermittent leave may be taken in one hour increments.
- **Working remotely:** Employees may take EPSL leave intermittently while teleworking if the employee is unable to work their telework schedule due to any qualified reason for EPSL. Leave may be taken in any increments agreed upon by the employer and employee. Intermittent leave may be taken one hour increments.

Intermittent leave is not permitted for employees working at his/her regular worksite if the need for EPSL includes any of the other five qualifying reasons involving the employee's own quarantine, isolation, or symptoms of COVID-19 or the employee's need to care for an individual who is isolated or quarantined, or the employee is experiencing any other substantially similar situation. An employee who has begun EPSL leave for one or more of these five qualifying reasons must continue to take paid sick leave each day until the employee (1) exhausts the full amount of EPSL or (2) the qualifying reason for taking EPSL leave no longer exists.

Nevada Tahoe Conservation District Personnel Policy

8. Notice of Leave

Employees needing leave under this policy shall complete the Emergency Paid Sick Leave Application Form as soon as practicable and submit to the Assistant District Manager.

9. Certification of Leave

Employees requesting leave under this policy are required to provide the following supporting documentation:

- The employee's name,
- The date(s) for which leave is requested,
- Qualifying reason for requesting leave, and
- Statement that the employee is unable to work, including telework, for that reason.

The employee must provide the following additional information to support specified reasons for leave:

- Reason 1: The name of the government entity that issued the Quarantine or Isolation Order.
- Reason 2: The name of the health care provider who advised the employee to self-quarantine due to concerns related to COVID-19.
- Reason 4: Either the name of the government entity that issued the Quarantine or Isolation Order to which the individual being care for is subject; or the name of the health care provider who advised the individual being cared for to self- quarantine due to concerns related to COVID-19.
- Reason 5: The name of the Son or Daughter being cared for; the name of the school, place of care, or childcare provider that has closed or become unavailable; and a representation that no other suitable person will be caring for the child during the period for which the employee takes EPSL leave.

10. Continuation of EPSL Leave

After the first workday (or portion thereof) an employee receives EPSL leave under this policy, **employer** may require the employee to follow reasonable notice procedures in order to continue receiving such paid sick time.

11. Anti-Retaliation

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify the EEO Officer or alternative EEO Officer. The District will promptly investigate and deal appropriately with any allegation of retaliation. In the event retaliation is substantiated, disciplinary action up to and including termination may be taken.

12. Interaction with Sick Leave Policy

All provisions included in Sick Leave Policy not covered in this policy apply.

Related Forms:

Emergency Paid Sick Leave Application Form