

Please call office at 651-560-2053 or email [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#  
If you plan on attending in person and are not fully vaccinated, wearing a mask and social distancing will be required.

**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
December 16, 2021  
8:15 a.m.  
County Board Room  
625 Jefferson Ave.**

Dag Knutson appointment to the Wabasha SWCD Board for District 5 – **Board Action**

**I. CALL MEETING TO ORDER –**

**II. PLEDGE ALLEGIANCE**

**III. AGENDA**

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

- A. Approve John & Shar Yorde voucher payment for Contract# 19-DWP-WS-8 in the amount of \$1,500.00 for 351 Well Decommissioning  
(Funding source FY19 Drinking Water Protection SE MN)
- B. Approve Tony Burke voucher payment for Contract# 18-Capacity-8 in the amount of \$6,446.00 for 410 Grade Stabilization and 538 Water & Sediment Control Basin  
(Funding sources FY18 Capacity \$3,554.67, FY20 Capacity \$26.68 and FY20 State Cost Share \$2,864.65)
- C. Approve Peter Klapperich voucher payment for Contract# 19-DWP-CC-1 in the amount of \$900.00 for 2<sup>nd</sup> year of 340 Cover Crops  
(Funding source FY19 Drinking Water Protections on SE MN)
- D. Approve Travis Danckwart voucher payment for Contract# 19-Capacity-6 in the amount of \$900.00 for 2<sup>nd</sup> year of 340 Cover Crops  
(Funding source FY19 Capacity)
- E. Approve Travis Danckwart voucher payment for Contract# 19-Capacity-7 in the amount of \$900.00 for 2<sup>nd</sup> year of 340 Cover Crops  
(Funding source FY19 Capacity)
- F. Approve Travis Danckwart voucher payment for Contract# 19-Capacity-8 in the amount of \$900.00 for 2<sup>nd</sup> year of 340 Cover Crops  
(Funding source FY19 Capacity)
- G. Approve Dan Young voucher payment for Contract# 19-Capacity-10 in the amount of \$2,167.59 for 561 Heavy Use Protection, 561 Trails & Walkways, 575 Critical Area Planting, 614 Watering Facility  
(Funding source FY19 Capacity)

- H. MAWQCP Building Lease Agreement between County of Olmsted and Wabasha SWCD, includes 30-day written notice for termination of the lease. Monthly amount \$426.20 for lease period of 1/01/2022 – 12/31/2022.

**VI. SECRETARY'S REPORT**

- A. November 18, 2021 Meeting Minutes-**Board Action**

**VII. TREASURER'S REPORT:**

- A. District Financial Statements-**Board Action**

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of \$ -**Board Action**
- B. Accounts Payable – December Employee Insurance premiums. December 23rd payroll will be run on December 20th. Auditor/Treasurer Wabasha County \$442.09 check# will need to be ran on the 22nd. MN PEIP \$5,586.42 and Vision \$64.04 will be paid online on the 22nd – **Board Action/Sign Check**

**IX. DISTRICT REPORTS**

- A. Chair Report – Lynn Zabel
- B. County Commissioner – Bob Walkes
- C. District Manager Report – Terri Peters
- D. NRCS Report – John Benjamin –
- E. District Technician Report- Matt Kempinger –
- F. Ecological Technician Report – Henry Stelten –
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske –

**X. OLD BUSINESS**

- A. Conservation Project – Lynn Zabel

**XI. NEW BUSINESS**

- A. Set Meeting Dates/Times for 2022 (Tentative Schedule) – **Board Action**
- B. Approve Winona County Contract for Services in Support of Surface Water Assessment Grant Program (WinLaC) – **Board Action/Signature**  
(Wabasha SWCD to do water quality monitoring in support of the WinLaC Prioritization & Public Outreach Project - Including chloride water quality monitoring)
- C. State of Minnesota Joint Powers Agreement Amendment 1 to Swift Agreement No. 170040 (MAWQCP)  
Request for Terri Peters to have authority to sign sub-agreements and additional funding requests for MAWQCP sub-agreements – **Board Action**
- D. Wabasha SWCD Personnel Policy Handbook – **Board Discussion/Action**  
(Sent to Board members 12-02 to review. SWCD -Personnel Policy Handbook, SWCD Personnel Policy Handbook Appendix, Policy Examples, SE MN compensation of leave policy)

- E. Watershed Alliance for the Greater Zumbro River (WAGZ) Sub-agreement for Watershed Based Implementation Funding. Sub-Agreement between Goodhue SWCD and Wabasha SWCD – **Board Action/Signature**
- F. Approve John & Susan Mundy Contract# 20-CWMA-9 in the amount of \$2,000.00 for 314 Brush Management – **Board Action**  
(Funding source FY20 CWMA)
- G. Approve Mulholland Farms LLC (Ron Mulholland) Amendment #1 for Contract# 19-Capacity-9 to extend to 11-01-2022 for 3<sup>rd</sup> & final year of 340 Cover Crops. Total contract amount \$2,700.00 – **Board Action**  
(Funding source FY19 Capacity)
- H. Upcoming Events:
  - i. Friday, December 24 office closed, Christmas observed.
  - ii. Friday, December 31 office closed, New Year's observed

**XII. Board Reports**

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P – Larry
- C. WinLac 1W1P - Lynn
- D. SE SWCD Technical Support JPB – Larry
- E. County Board Meeting – Larry (alternate Sharleen)
- F. Hiawatha Valley RC&D – Lynn

**XIII. Closed Session – Board Action**

- A. Personnel Review
  - i. Sue Cerwinske
  - ii. Henry Stelten
  - iii. Matt Kempinger
- B. District Manager – Terri Peters personnel review
- C. Adoption of 2022 Wage Scale

**XIV. Reopen Regular Meeting**

- A. Adoption of 2022 Wage Scale
- B. Approve employee evaluations
- C. Approve 2022 salary recommendations

**XV. Adjourn – Board Action**

# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: John & Shar Yorde Contract No.: 19-DWP-WS-8

Address: 35055 County Road 5

City, State, Zip: Lake City, MN 55041

Total Amount

Authorized: \$1,500.00 % Approved: 75% (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Wabasha Sealing Permit	1	Each	\$30.00	\$30.00
Hoist Truck/Labor to to pull pum and trim trees	3	Hours	\$175.00	\$525.00
Bags of Neat Cement Grout	33	Bags	\$29.00	\$957.00
Yards 3/8 Pea Rock	1	Cu.Yd.	\$50.00	\$50.00
Pump Neat Cement Grout	1	Job	\$800.00	\$800.00

PROJECT COST: **\$2,362.00**

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

John Yorde  
Payee Signature

11-18-21  
Date

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final

B. Total cost of practice to date: \$2,362.00

C. Eligible amount (total cost x % approved): \$1,771.50 (state) \$1,771.50 (state & non-state)

D. Total other state payment amount: \_\_\_\_\_

E. Total non-state payment amount: \_\_\_\_\_

F. Total previous partial payments: \_\_\_\_\_

G. Maximum payment amount \$1,500.00

Amount Approved for This Voucher:  
(cannot exceed Total Amount Authorized)

**\$1,500.00**

### Technical Certification

I certify that an inspection has been performed and as-built received and that the items identified under the Cost Information section of this form have been completed and are in accordance with the requested practice standards and specifications.

Matt Kempinger meets criteria, well  
Technical Assistance Provider sealing record on file

11-18-21  
Date

### Administrative Certification

I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified.

Susan Cerwinke  
Administrative Sign-off

11/19/21  
Date



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-DWP-WS-8</b>	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>John &amp; Shar Yorde</b>	Address <b>35055 County Road 5</b>	City/State <b>Lake City, MN</b>	Zip Code <b>55041</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form

### Conservation Practice Location

Township Name: <b>Mount Pleasant</b>	Township No.: <b>111</b>	Range No.: <b>13</b>	Section No.: <b>4</b>	1/4, 1/4 <b>SE, SE</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

**NRCS Field Office Technical Guide - 351 Well Decommissioning**

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 11/31/22, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date <b>9/14/21</b>	Land Occupier <b>John &amp; Sharlene Yorde</b>
Date	Landowner, if different from applicant
	Address, if different from applicant information

### Conservation Practice

The primary practice for which cost-share is requested is: **351 Well Decommissioning**

Practice standard(s) or eligible component(s)  <b>Well Sealing</b>	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$3,295.00</b>
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date <b>8-30-21</b>	Technical Assistance Provider <b>Matt Kempinger</b>	<b>Meets criteria TA will be licensed well contractor</b>
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### Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

Amount / Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount

### Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date <b>9-23-21</b>	Authorized Signature <b>Lynn Zahl</b>	Total Amount Authorized <b>\$1,500.00</b>
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Amount	Program Name	Fiscal Year
\$1,500.00	2019 Drinking Water Protection	2019



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Tony Burke

Contract No.: 18-Capacity-8

Address: 57393 255th Ave

City, State, Zip: Plainview, MN

Total Amount

Authorized: \$6,446.00

% Approved: 75% (state)

75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Mobilization	1	Job	\$1,000.00	\$1,000.00
D6-N	65	Hours	\$200.00	\$13,000.00
Scraper	22	Hours	\$250.00	\$5,500.00
Track Hoe	22	Hours	\$200.00	\$4,400.00
Roller Compacting	1	Job	\$750.00	\$750.00
Pipe Material	1	Each	\$3,550.00	\$3,550.00
Seeding and Mulching Service	1	Job	\$1,200.00	\$1,200.00
PROJECT COST:				\$29,400.00

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

\$29,400.00

C. Eligible amount (total cost x % approved):

\$6,446.00 (state)

\$22,050.00 (state & non-state)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$0.00

H. Maximum payment amount

\$6,446.00

Pre-Con. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$6,446.00

(cannot exceed Total Amount Authorized)

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

*Tony Burke*

Payee Signature

12-10-21

Date

I certify that an inspection has been performed and as-built received and that the items identified under the Cost Information section of this form have been completed and are in accordance with the requested practice standards and specifications.

I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified.

*Chris Nelson*

Technical Assistance Provider

*Susan Grwinski*

Administrative Sign-off

12-9-21

Date

12/13/21

Date

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>18-Capacity-8</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Tony Burke</b>	Address <b>57393 225th Ave</b>	City/State <b>Plainview, MN</b>	Zip Code <b>55964</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Highland</b>	Township No: <b>109</b>	Range No.: <b>11</b>	Section No. <b>27</b>	1/4,1/4 <b>SE</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:  

NRCS Field Office Technical Guide - 410 Grade Stabilization Structure, 638 Water and Settlement Control Basin
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.

6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 11/30/2021, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 8-26-21	Land Occupier Tony Burke <i>Tony Burke</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information

### Conservation Practice

The primary practice for which cost-share is requested is: **410 Grade Stabilization Structure**

Practice standard(s) or eligible component(s)  410 Grade Stabilization Structure	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$29,000.00</b>
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date 8/25/21	Technical Assistance Provider: NRCS-CPA 1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical Certification on the "Voucher and Certification" <i>Matt Kempinger</i>
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### Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

Amount / Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount

### Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date 08-26-2021	Authorized Signature <i>[Signature]</i>	Total Amount Authorized <b>\$6,446.00</b>
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## FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization:  <b>Wabasha SWCD</b>	Contract Number:  <b>19-DWP-CC-1</b>	Other state or non-state funds?  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If a contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name  <b>Peter Klapperich</b>	Address  <b>65346 410th Ave</b>	City/State  <b>Mazeppa</b>	Zip code  <b>55956</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name:  <b>Chester</b>	Township No:  <b>110</b>	Range No.:  <b>14</b>	Section No.  <b>15, 26</b>	<b>1/4,1/4</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 3 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.

2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.

3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

340 cover crops on 30 acres for 3 years installed by 11/1/20, 11/1/21, 11/1/22

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.

6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/20, 11/1/21, 11/1/22, this contract will be automatically terminated on that date.

7. Reimbursement requests must be supported by a completed voucher.

### Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
- Not accept any other state or federal funds for this practice.



Date	Land Occupier
02/19/20	P. A. K. L. J.
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is 340 Cover Crops

Eligible Component Standard & Name	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
340 Cover Crops		\$2,700.00

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
2-12-2020	J. Wahls JAA3

### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/ac

Amount	Program Name	Fiscal Year
\$2,700.00	Drinking Water Protection in SE MN 2019 Grant ID C19-2811	2019

Board Meeting Date	Authorized Signature	Total Amount Authorized
2/27/2020		\$2,700.00

# FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

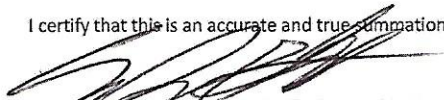
Name: **Travis Danckwart**  
Address: **16240 627th St**  
City, State, Zip: **Kellogg, MN 55945**  
Contract No.: **19-Capacity-6**

Total Amount Authorized: **\$2,700.00**  
(from contract)

Practice	Quantity	Unit	Unit Rate	Total
340 cover crops	30	acres	\$30.00	\$900.00

PAYMENT REQUEST: **\$900.00**

I certify that this is an accurate and true summation of the above project.

  
Payee Signature

**11/29/2021**  
Date

## PAYMENT AND CERTIFICATION INFORMATION

- A. Type of request (partial or final):  
B. Payment amount requested:  
C. Total Amount Authorized:  
D. Total previous partial payments:  
E. Amount available (C - D)


Partial  
\$900.00  
\$2,700.00  
\$900.00  
\$1,800.00

Amount Approved for This Voucher:  
(cannot exceed Total Amount Authorized)

**\$900.00**

### Technical Certification

I certify that an inspection has been performed and as-built received and that the items identified under the Practice Information section of this form have been completed and are in accordance with the requested practice standards and specifications.

  
Technical Assistance Provider

**12-10-21**  
Date

### Administrative Certification

I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and rates are accurate and are in accordance with terms of the contract identified.

  
Administrative Sign-off

**12/14/21**  
Date

## Contract Amendment Form

<b>Organization:</b>  <div style="text-align: center;">Wabasha SWCD</div>	<b>Contract Number:</b>  <div style="text-align: center;">19-Capacity-6</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Amendment Number:</b></td> <td style="width: 50%;"><b>Amendment Type</b></td> </tr> <tr> <td style="text-align: center;">1</td> <td> <b>Date</b> <input checked="" type="checkbox"/>  <b>Amount</b> <input type="checkbox"/>  <b>Land Occupier</b> <input type="checkbox"/>  <b>Practice</b> <input type="checkbox"/>  <b>Other</b> <input type="checkbox"/> </td> </tr> <tr> <td colspan="2"><b>Board Meeting Date:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;">2/25/2021</td> </tr> </table>	<b>Amendment Number:</b>	<b>Amendment Type</b>	1	<b>Date</b> <input checked="" type="checkbox"/> <b>Amount</b> <input type="checkbox"/> <b>Land Occupier</b> <input type="checkbox"/> <b>Practice</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	<b>Board Meeting Date:</b>		2/25/2021	
<b>Amendment Number:</b>	<b>Amendment Type</b>									
1	<b>Date</b> <input checked="" type="checkbox"/> <b>Amount</b> <input type="checkbox"/> <b>Land Occupier</b> <input type="checkbox"/> <b>Practice</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>									
<b>Board Meeting Date:</b>										
2/25/2021										

Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 11/1/2022

Original Contract Install Date: 11/1/21

Amended Contract Install Date (If applicable): 11/1/2022

Original Total Amount Authorized: \$2,700.00

Amended Total Amount Authorized: \$2,700.00

The Parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

NRCS eFOTG practice 340 Cover crops on 30 acres. Amendment to defer planting year 2020 and extend contract to include planting year 2022.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

<b>Date</b> <div style="font-size: 1.2em;">Feb 2/21</div>	<b>Land Occupier</b> 
<b>Date</b> 	<b>Landowner, if different from applicant</b> 

### Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

<b>Date</b> <div style="font-size: 1.2em;">2-16-21</div>	<b>Technical Assistance Provider</b> 
---	--

### Organizational Approval

<b>Date</b> 	<b>Authorized Signature</b> 
-----------------	---------------------------------

\*Attach this form to the Conservation Practice Assistance Contract

Date \_\_\_\_\_



## Contract Amendment Form

<b>Organization:</b>  <div style="text-align: center;">Wabasha SWCD</div>	<b>Contract Number:</b>  <div style="text-align: center;">19-Capacity-7</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Amendment Number:</b>   <div style="text-align: center;">1</div> </td> <td style="width: 50%; vertical-align: top;"> <b>Amendment Type</b>  Date <input checked="" type="checkbox"/>  Amount <input type="checkbox"/>  Land Occupier <input type="checkbox"/>  Practice <input type="checkbox"/>  Other <input type="checkbox"/> </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> <b>Board Meeting Date:</b>   <div style="text-align: center;">2/25/2021</div> </td> </tr> </table>	<b>Amendment Number:</b>  <div style="text-align: center;">1</div>	<b>Amendment Type</b> Date <input checked="" type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>	<b>Board Meeting Date:</b>  <div style="text-align: center;">2/25/2021</div>	
<b>Amendment Number:</b>  <div style="text-align: center;">1</div>	<b>Amendment Type</b> Date <input checked="" type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>					
<b>Board Meeting Date:</b>  <div style="text-align: center;">2/25/2021</div>						

Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 11/1/2022 Original Contract Install Date: 11/1/21

Amended Contract Install Date (If applicable): 11/1/2022

Original Total Amount Authorized: \$2,700.00 Amended Total Amount Authorized: \$2,700.00

The Parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

NRCS eFOTG practice 340 Cover crops on 30 acres. Amendment to defer planting year 2020 and extend contract to include planting year 2022.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

<b>Date</b> <div style="font-size: 1.2em;">Feb 2/21</div>	<b>Land Occupier</b> 
<b>Date</b>	<b>Landowner, if different from applicant</b>

### Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

<b>Date</b> <div style="font-size: 1.2em;">2-16-21</div>	<b>Technical Assistance Provider</b> 
---	--

### Organizational Approval

<b>Date</b>	<b>Authorized Signature</b>
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\*Attach this form to the Conservation Practice Assistance Contract

Date \_\_\_\_\_

## Contract Amendment Form

Organization:  <div style="text-align: center;">Wabasha SWCD</div>	Contract Number:  <div style="text-align: center;">19-Capacity-8</div>	Amendment Number: <div style="text-align: center;">1</div>	Amendment Type Date <input checked="" type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
		Board Meeting Date: <div style="text-align: center;">2/25/2021</div>	

Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 11/1/2022 Original Contract Install Date: 11/1/21

Amended Contract Install Date (if applicable): 11/1/2022

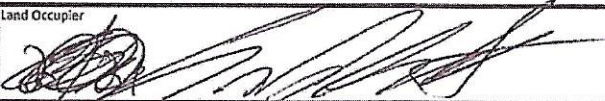
Original Total Amount Authorized: \$2,700.00 Amended Total Amount Authorized: \$2,700.00

The Parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

NRCS eFOTG practice 340 Cover crops on 30 acres. Amendment to defer planting year 2020 and extend contract to include planting year 2022.


The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

Date <div style="font-size: 1.2em;">Feb 2/21</div>	Land Occupier 
Date	Landowner, if different from applicant

### Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

Date <div style="font-size: 1.2em;">2-16-21</div>	Technical Assistance Provider 
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### Organizational Approval

Date	Authorized Signature
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\*Attach this form to the Conservation Practice Assistance Contract



## FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-6</b>	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Travis Danckwart</b>	Address <b>16240 627th St.</b>	City/State <b>Kellogg/MN</b>	Zip code <b>55945</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Watopa</b>	Township No: <b>109</b>	Range No.: <b>10</b>	Section No. <b>26</b>	<b>1/4,1/4</b> <b>N1/2NE1/4</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

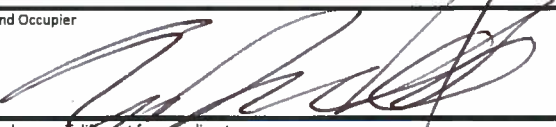

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:  

eFOTG practice 340 cover crops
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2021, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date 10-21-19	Land Occupier 
Date 10-10-19	Landowner, if different from applicant 
Address, if different from applicant information: 15006 Cty Rd 14 E Kellogg, MN 55945	


### Conservation Practice

The primary practice for which cost-share is requested is 340 Cover Crops

Eligible Component Standard & Name  340	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$2,700.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date 10-21-19	Technical Assistance Provider 
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### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/ac

Amount	Program Name	Fiscal Year
\$900.00	CAPACITY 2019	2019
\$900.00	CAPACITY 2019	2020
\$900.00	CAPACITY 2019	2021

Date	Authorized Signature	Total Amount Authorized
		\$2,700.00

## FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-8</b>	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\* If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Travis Danckwart</b>	Address <b>16240 627th St.</b>	City/State <b>Kellogg/MN</b>	Zip code <b>55945</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Greenfield</b>	Township No: <b>110</b>	Range No.: <b>9</b>	Section No. <b>31</b>	<b>1/4,1/4</b> <b>N1/2SE1/4</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:



1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 3 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:  

eFOTG practice 340 cover crops on 30 acres
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2021, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date Oct 21	Land Occupier 
Date Oct 21	Landowner, if different from applicant 
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is 340 Cover Crops

Eligible Component Standard & Name  340	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$2,700.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date 10-21-19	Technical Assistance Provider 
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### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/ac

Amount	Program Name	Fiscal Year
\$900.00	CAPACITY 2019	2019
\$900.00	CAPACITY 2019	2020
\$900.00	CAPACITY 2019	2021

Date	Authorized Signature	Total Amount Authorized
		\$2,700.00

## FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-7</b>	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\* If a contract amended, attach amendment form(s) to this contract

### Applicant

Land Occupier Name <b>Travis Danckwart</b>	Address <b>16240 627th St.</b>	City/State <b>Kellogg/MN</b>	Zip code <b>55945</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form

### Conservation Practice Location

Township Name: <b>Watopa</b>	Township No: <b>109</b>	Range No.: <b>10</b>	Section No. <b>24</b>	<b>1/4, 1/4</b> <b>SE1/4SW1/4</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

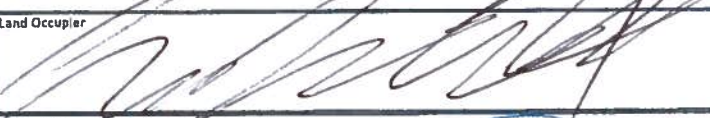

eFOTG practice 340 cover crops

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2021, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date 10-21-19	Land Occupier 
Date 10-21-19	Landowner, if different from applicant 
	Address, if different from applicant information Land 58245 140th Ave Kellogg, MN 55945 Maple Grove, MN 55311

Tax address

17434 83rd Ave N  
Maple Grove MN 55311

### Conservation Practice

The primary practice for which cost-share is requested is 340 Cover Crops

Eligible Component Standard & Name  340	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$2,700.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date 10-21-19	Technical Assistance Provider 
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### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/ac

Amount	Program Name	Fiscal Year
\$900.00	CAPACITY 2019	2019
\$900.00	CAPACITY 2019	2020
\$900.00	CAPACITY 2019	2021

Date	Authorized Signature	Total Amount Authorized
		\$2,700.00



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Dan Young Contract No.: 19-Capacity-10

Address: 12160 Co. Rd. 41

City, State, Zip: Altura, MN

Total Amount

Authorized: \$4,388.93 % Approved: 75% (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Heavy Use Protection (561)	1	1	\$12,009.50	\$12,009.50
Trails & Walkways (575)	1	1	\$11,529.25	\$11,529.25
Critical Area Planting (342)	1	1	\$1,057.50	\$1,057.50
Watering Facility (614)	1	1	\$1,743.00	\$1,743.00
(See attached invoices & invoice summary)				\$0.00
				\$0.00
				\$0.00
PROJECT COST:				\$26,339.25

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final

B. Total cost of practice to date: \$26,339.25

C. Eligible amount (total cost x % approved): (state) \$19,754.44 (state & non-state)

D. Total other state payment amount:

E. Total non-state payment amount: \$17,586.85

F. Total previous partial payments: \$0.00

G. Pre-Construction Cover payment amount: \$0.00

H. Maximum payment amount: \$4,388.93

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:  
(cannot exceed Total Amount Authorized)

\$2,167.59

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

Dan Young  
Payee Signature

12-14-2021  
Date

I certify that an inspection has been performed and as-built received and that the items identified under the Cost Information section of this form have been completed and are in accordance with the requested practice standards and specifications.

I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified.

DEAN THOMAS  
(Affiliate)

Digitally signed by DEAN THOMAS (Affiliate)  
Date: 2021.12.10 09:46:45 -06'00'

Technical Assistance Provider

Administrative Sign-off

12-10-2021  
Date

12/14/21  
Date



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-10</b>	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Dan Young</b>	Address <b>12160 Co. Rd. 41</b>	City/State <b>Altura, MN</b>	Zip Code <b>55910</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Watopa</b>	Township No.: <b>109</b>	Range No.: <b>10</b>	Section No.: <b>32</b>	<b>1/4,1/4</b> <b>SE. SW</b>
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.

2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.

3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

**Heavy Use Protection (561) Trails & Walkways (575) Critical Area Planting (342) Watering Facility (614)**

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.

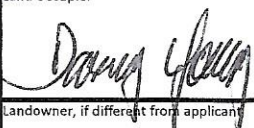
6. **This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 10/31/2021, this contract will be automatically terminated on that date.**

7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

### Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
- Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
- To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 8-24-2020	Land Occupier 
Date	Landowner, if different from applicant
	Address, if different from applicant information.

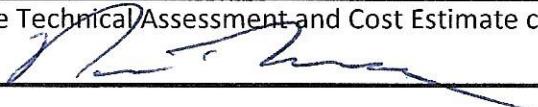
### Conservation Practice

The primary practice for which cost-share is requested is: Travel Lanes & Livestock Watering System

Eligible Component Standards & Names  <b>Heavy Use Protection (561) Trails &amp; Walkways (575) Critical Area Planting (342) Watering Facility (614)</b>	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$27,913.00</b>
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

8/24/2020	See Technical Assessment and Cost Estimate completed by NRCS in folder 
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### Pre-Construction Cover

Is allowed when temporary cover is necessary for the future installation of structural conservation practices. A flat rate payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a state cost-share contract for the installation of structural practice(s).

Amount / Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount
N/A		

### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$4,388.93	Capacity	2019
\$11,545.82	EQIP (approved by NRCS)	
\$5,000.00	MAWQCP (approved by MDA, Mark Root)	

Date 8/27/2020	Authorized Signature 	Total Amount Authorized  <b>\$4,388.93</b>
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**COUNTY OF OLMSTED – Wabasha County Soil and Water Conservation District  
– MN Agricultural Water Quality Certification Program  
BUILDING LEASE AGREEMENT**

This Agreement is made by and between the County of Olmsted, hereinafter referred to as “Lessor” and the Wabasha County Soil and Water Conservation District, hereinafter referred to as “Lessee”.

WHEREAS, Lessor is owner of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904 and,

WHEREAS, the Lessee has a need for the use of a portion of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904.

NOW THEREFORE, the Lessor, for and in consideration of the rents and covenants hereinafter contained, does hereby demise, lease and let to the Lessee the following described premises situated in the County of Olmsted, State of Minnesota, to-wit: 189.49 SF of office space for the MN Department of Agriculture, of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904, on the following terms and conditions.

**I. TERM:**

The term of this agreement shall be for 12 months, from the 1st day of January through the 31<sup>st</sup> day of December 2022.

**II. RENT:**

As rent for the leased premises and inconsideration for all covenants, representations and conditions of the lease agreement. LESSEE agrees to pay LESSOR the sum of **\$5,114.40** for the term of the Lease Agreement. Such amount shall be paid in monthly installments of **\$426.20** in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
1/1/22- 12/31/22	189.49	\$26.99	\$426.20	\$5,114.40

Said monthly payments are to be due on or before the first day of each month during said term.

**III. HOLDING OVER:**

In the event Lessee remains in possession of said premises after the expiration of this Agreement and without the execution of a new lease, it shall be deemed occupying said premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same can be applicable to a month-to-month tenancy. Such holdover shall be deemed to have been approved by Lessor if no written notice has otherwise been transmitted to Lessee and the monthly rent agreed to between the parties shall be paid at the beginning of each month as provided for herein.

#### IV. DUTIES OF LESSOR:

The Lessor shall, except as otherwise specified herein and except for damages resulting from any acts of negligence of Lessee, its agents or employees provide:

- a. Existing heat, electricity, sewer and water service available to the leased premises;
- b. Snow plowing of main streets and associated parking/access areas to the leased premises;
- c. Bulk trash removal;
- d. Regular inspections of fire detection systems and fire extinguishers in conformance with State and local code requirements.

#### V. LESSOR'S ACCESS:

The Lessor, acting through its designated agents, employees or officials shall have the right, upon prior notification to Lessee, to enter the leased premises at all reasonable times for the purpose of inspecting, maintaining, repairing, altering or improving the leased premise of said building.

#### VI. DUTIES OF LESSEE:

- a. The Lessee agrees to take reasonable precautions to prevent waste of heat, water, electricity, or anything else furnished by Lessor for Lessee's comfortable use and occupancy of the leased premises;
- b. Lessee, its agents, employees, invitees, or visitors, shall comply fully with all rules and regulations governing conduct and vehicular traffic as now posed or subsequently amended;
- c. The Lessee further agrees to maintain the premises in a neat, clean and respectable condition. Also, all ashes, garbage, and refuse of any kind shall be moved to holding area after being placed in proper containers at said Lessee's expense.
- d. Except as otherwise provided for herein, the Lessee shall furnish all supplies and services required for its use of the premises, and shall surrender the premises to the Lessor at the termination of its tenancy free and clear of any liens, claims or encumbrances and in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted. Alterations of fixtures attached to the leased premises shall remain a part thereof and shall not be removed unless Lessor elects to permit removal.

#### VII. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign nor in any manner transfer this lease or any interest therein, nor sublet said leased premises or any parts thereof, nor permit occupancy by anyone with, through, or under it, without the prior written consent of Lessor.

**VIII. INSURANCE:**

It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, equipment and fixtures whatever the manner of attachment to the leased premises, against damage on an "all risk" basis from fire, explosion, tornado, civil disorder, vandalism, including any damage resulting from bursting or failure of water, gas sewer or steam pipes, or by any cause or causes beyond the reasonable control of Lessor.

It shall be the responsibility of Lessee to assure that the premises are covered by a comprehensive general liability insurance policy in an amount not less than one million dollars (\$1,000,000) to cover bodily injury, property damage and personal injury (and shall include coverage for fire legal liability). Payment of the premiums therefore shall be made by Lessee. Lessor shall be named as additional insured on said policies. Lessee shall provide Lessor with certificates of such insurance, including the additional insured provision, prior to taking occupancy of the premises.

**IX. INDEMNIFICATION:**

Except in the case of the negligence of the Lessor, its agents or its employees, the Lessee shall save, hold harmless, indemnify and defend the Lessor, its agents and its employees against any liability for damages to any person or property in or about the premises.

**X. TERMINATION:**

This lease may be terminated by either Lessor or Lessee, with or without cause, upon thirty (30) days' written notice directed to the other party's designated representative.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written below.

DATE: 11/22/2021 | 8:50 AM PST

BY: Wabasha County Soil and Water Conservation District  
Terri Peters  
821C273FB7D44A5...  
 Terri Peters

DATE: 11/22/2021 | 11:02 AM CST

BY: COUNTY OF OLMSTED  
DocuSigned by:  
Mat Miller  
FAE6BB7DC1D8412...  
 Mat Miller, Director  
 Facilities and Building Operations



Please call office at 651-560-2053 or email [susan.cerwinske.wabashaswcd@gmail.com](mailto:susan.cerwinske.wabashaswcd@gmail.com) if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#  
If you plan on attending in person and are not fully vaccinated, wearing a mask and social distancing will be required.

**Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
November 18, 2021  
8:15 a.m.  
County Board Room  
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER** – Meeting called to order @ 8:15 am by Lynn Zabel, Chair  
*Supervisors Present: Lynn Zabel, Chair, Chet Ross, Co-Chair, Sharleen Klennert, Treasurer, Larry Theismann, Secretary*  
*Staff Present: Terri Peters, District Manager*  
*Attending by phone: John Benjamin, NRCS, Brian DeVetter, NRCS, Sheila Harmes, Winona County Water Planner/Whitewater Watershed Project Coordinator*  
*Sue Cerwinske, Bookkeeper/Administrative Assistant*
- II. **PLEDGE ALLEGIANCE**
- III. **AGENDA**  
Additions to agenda under new business:
  - N. Building Lease Agreement for Mark Root's office space at Olmsted County
  - O. Contracting with Jen Wahl's***Motioned by Klennert and seconded by Theismann to approve the agenda with the additions to new business***  
***Affirmative: Zabel, Theismann, Klennert, Ross***  
***Opposed; None***  
***Motion Carried***
- IV. **PUBLIC COMMENTS**  
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
  - A. Lars Polson AgBMP Loan Application for Bedding Chopper in the amount of \$27,200.00  
(replaces prior loan application for \$20,750.00)  
***Motioned by Ross and seconded by Klennert to approve the Consent Agenda***  
***Affirmative: Zabel, Theismann, Klennert, Ross***  
***Opposed: None***  
***Motion Carried***

**VI. SECRETARY'S REPORT**

**A. October 28, 2021 Meeting Minutes-Board Action**

***Motioned by Theismann and seconded by Ross to approve the Secretary's Report***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**VII. TREASURER'S REPORT:**

**A. District Financial Statements-Board Action**

***Motioned by Klennert and seconded by Ross to approve the Treasurer's Report***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**VIII. PAYMENT OF MONTHLY BILLS**

**A. Monthly Bills in the amount of \$33,038.89 -Board Action**

**i. Note: Second payroll of the month is 11/26.**

Will need to pay County benefits \$442.09, VSP (vision) \$64.04 & MNPEIP (health insurance) \$5,110.00 after payroll is ran on Mon. 11/22. The County benefit check will need two signers. The other two are paid online. Total of \$5,616.13 – **Board Action**

***Motioned by Theismann and seconded by Ross to approve \$33,038.89 for payment of the monthly bills paid 11/18/2021 and approve the Insurances (\$5,616.13) as they happen after the 11/26/2021 payroll is ran.***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**IX. DISTRICT REPORTS**

**A. Chair Report – Lynn Zabel – No Report**

**B. County Commissioner – Bob Walkes not in attendance**

*He shared with Terri that the biggest thing going on at county is the vaccine mandate.*

**C. District Manager Report – Terri Peters**

*Workplan for ETA. Funds will be coming soon.*

*MRBI - EQIP funds available for W. Indian. Jen coming in to help with outreach.*

*Zumbro policy and work group meetings. Working on scoring sheets*

*WinLac - Technical advisory meeting*

*Manager Meeting – joint with Watershed Districts who submitted a resolution stating they don't think funding to SWCD's should come from Clean Water Fund.*

*MASWCD working on solution for stable funding.*

**D. NRCS Report – John Benjamin – Report in Packet**

*Brian DeVetter commented about MRBI sign up is through February 5, 2022. Talked about the CSP paperwork that even if prioritized as high and not selected, John still spends a lot of time on the application process.*



*Lynn questioned on all the work to get application ready. Brian replied that there is a backlog of several hundred CSP applications. If not selected and would like to try again would need to go through complete process to get application ready.*

- E. **District Technician Report- Matt Kempinger – Report in Packet**
- F. **Ecological Technician Report – Henry Stelten – Report in Packet**
- G. **Bookkeeper/Administrative Assistant -Sue Cerwinske – Report in Packet**

**X. OLD BUSINESS**

- A. **Conservation Project – Lynn Zabel – No Report**
- B. **MASWCD 2021 Annual Convention & Trade Show Dec. 12-14 – Attendees**  
*Board decided that Matt & Henry could go up Monday only to attend tradeshow & relevant sessions.*

**XI. NEW BUSINESS**

- A. Approve Balow Farms cancelation of Contract# 19-DWP-CC-6 in the amount of \$2,700.00 for cover crops (planting homegrown rye that may not pass the policy for purity and germination) – **Board Action**  
***Motioned by Theismann and seconded by Klennert to approve Balow Farms cancellation of Contract# 19-DWP-CC-6 in the amount of \$2,700.00 for cover crops***  
***Affirmative: Zabel, Theismann, Klennert, Ross***  
***Opposed: None***  
***Motion Carried***
- B. Approve Bruce Wood Amendment for Contract# 19-Capacity-4 for cover crops. Changing Installation date from 11/01/2021 to 11/01/2022 (land ownership change)– Board Action  
(funding source FY19 Capacity)  
***Motioned by Theismann and seconded by Klennert to approve Bruce Wood amendment for Contract# 19-Capacity-4 for cover crops. Changing installation date from 11/1/2021 to 11/01/2022***  
***Affirmative: Zabel, Theismann, Klennert, Ross***  
***Opposed: None***  
***Motion Carried***
- C. Approve Peter Wood voucher payment for Contract# 19-Capacity-5 in the amount of \$600.00 for final year practice 340 cover crops – **Board Action**  
(funding source FY19 Capacity)  
***Motioned by Klennert and seconded by Ross to approve Peter Wood voucher payment for Contract# 19-Capacity-5 in the amount of \$600.00 for final year practice 340 cover crops.***  
***Affirmative: Zabel, Theismann, Klennert, Ross***  
***Opposed: None***  
***Motion Carried***
- D. Approve John Miller voucher payment for Contract# 19-DWP-CC-4 in the amount of \$900.00 for 2nd year for practice 340 cover crops – **Board Action**  
(funding source FY19 Drinking Water Protection SE MN)

***Motioned by Theismann and seconded by Ross to approve John Miller voucher payment for Contract# 19-DWP-CC-4 in the amount of \$900.00 for 2<sup>nd</sup> year for practice 340 cover crops***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

- E. Approve Adam Graner voucher payment for Contract# 19-DWP-CC-5 in the amount of \$900.00 for 1<sup>st</sup> year for practice 340 cover crops – **Board Action**  
(funding source FY19 Drinking Water Protection SE MN)

***Motioned by Klennert and seconded by Ross to approve Adam Graner voucher payment for Contract# 19-DWP-CC-5 in the amount of \$900.00 for 1<sup>st</sup> year for practice 340 cover crops***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

- F. Approve Resolution 11182021-1. Resolution to Adopt and Implement the Greater Zumbro Comprehensive Watershed Management Plan – **Board Action**

***Approved by BWSR. County board adopted at the meeting on Tues. 11/16/2021.***

***Motioned by Theismann and seconded by Klennert to approve Resolution 11182021-1 Resolution to Adopt and Implement the Greater Zumbro Comprehensive Watershed Management Plan.***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion carried***

- G. **COVID Staffing – Board Discussion Options**

*MDH Guidelines. Similar work plan as Goodhue SWCD.*

*Office is setup with dividers. Doors locked. Stay 6 ft apart, wear a mask and wash hands. Terri will monitor the situation and bring back any recommendations to the board. Be flexible if there is something that can be done at home and reported to a grant on a case by case basis. Lynn said social distancing, masking. Sharleen asked if everyone is up to date with shots. We are up to date. Larry stated he liked the idea to monitor the situation and office is set up with safety equipment.*

- H. **Schedule Employee Evaluations – Personnel Committee**

*Larry will check his work schedule and coordinate a date with Terri and Lynn.*

- I. **Draft Audit Financial Statements for year ended 12-31-20**

- J. Approve Scott Sexton voucher payment for Contract# 19-DWP-CC-3 in the amount of \$900.00 for 2<sup>nd</sup> year cover crops - practice 340 – **Board Action**  
(funding source FY19 Drinking Water Protection SE MN)

***Motioned by Klennert and seconded by Ross to approve Scott Sexton voucher payment for Contract# 19-DWP-CC-3 in the amount of \$900.00 for 2<sup>nd</sup> year cover crops – practice 340***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

- K. Approve Stacy Miller voucher payment for Contract# 20-Capacity-4 in the amount of \$900.00 for 2<sup>nd</sup> year cover crops - practice 340 – **Board Action**  
(funding sources FY20 Capacity)

***Motioned by Theismann and seconded by Klennert to approve voucher payment for Contract# 20-Capacity-4 in the amount of \$900.00 for 2<sup>nd</sup> year cover crops – practice 340***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

- L. Approve Lars Polson voucher payment for Contract# 19-319FL-3 in the amount of \$15,000.00 for Clean Water Diversion – **Board Action**

*Kate Bruss did the design.*

***Motioned by Theismann and seconded by Ross to approve Lars Polson voucher payment for Contract# 19-319FL-3 in the amount of \$15,000.00 for Clean Water Diversion***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

**M. Upcoming Events:**

- i. MASWCD 2021 Annual Convention & Trade Show Dec. 12-14
- ii. Employee Evaluations
- iii. December meeting is on the 16<sup>th</sup>

**N. Building Lease Agreement for Mark Root office space at Olmsted County SWCD – Board Action**

*Mark Root retiring September 2022. Not sure if leasing for the full year. Annual amount of lease of office space is \$5,114.40, monthly would be \$426.20. 60-day lease clause now, we would want to see if we can get it to 30-day.*

***Motioned by Theismann and seconded by Klennert to approve the building lease agreement for Mark Root office space at Olmsted County SWCD for MAWQCP funding. Monthly amount of \$426.20 for period to be determined by agreement.***

***Affirmative: Zabel, Theismann, Klennert, Ross***

***Opposed: None***

***Motion Carried***

O. **Contracting with Jen Wahl's**

*Put together a contract for Jen. NFWF has grant funds and have requested an extension. Shift funds of \$10,000.00 to contract with Jen Wahls for W. Indian project. She is asking \$50.00 an hour.*

**Motioned by Theismann and seconded by Ross to approve a contract with Jen Wahls for \$50.00 an hour. Making sure we stay within budget.**

**Affirmative: Zabel, Theismann, Klennert, Ross**

**Opposed: None**

**Motion Carried**

XII. **Board Reports**

A. **Whitewater JPB – Lynn – No Meeting**

B. **Zumbro 1W1P – Larry**

*Sharleen went to meeting with Terri. Sharleen reported that they talked about checking nitrates in wells. Funding for sealing, improving/treatment of wells or under sink system. Safe drinking water grant through Olmsted County SWCD. Plan approval from BWSR. Next application planning will implement work in Zumbro River. Fiscal Agent Goodhue SWCD that will be sending supporting documents to BWSR. New test for manganese, high in some areas.*

C. **WinLac 1W1P – Lynn**

*Terri and Lynn went to the meeting. Lynn reported that they approved priorities, the most important issues. "We Are Water" presentation will be in Winona March–April 2022. Waterside Chats.*

*Sheila Harmes reported that the people not in attendance were sent an input worksheet for prioritization. Sent on to Rachel to add the worksheets together who were at the meeting and the ones sent out after. "We are Water" will be in Winona March 3 – April 25, 2022. Pulling together partners for a December 8<sup>th</sup> "We are Water" in person meeting at the History Center.*

*November 30<sup>th</sup> work group meeting. Make plans for Waterside Chats.*

D. **SE SWCD Technical Support JPB – Larry - No Report**

E. **County Board Meeting – Larry (alternate Sharleen)**

*Terri brought the Greater Zumbro Comprehensive Watershed Management Plan to County meeting and it was voted on and approved. Consent Agenda approved that had National Resource Block Grant, Local Water Management and Wetland Conservation Act funding. Some funding will come to SWCD.*

F. **Hiawatha Valley RC&D – Lynn – Meeting on 11/22/2021**

***Lynn brought up adding more things, like cover crops voucher payments to consent agenda. Time saver for things you approve regularly. If one needs to be pulled out to discuss further, we can do that one separately before approving the consent agenda. Chet, Sharleen agreed. Larry questioned what the reason would be for pulling one out, maybe minor changes like amount or contract number errors, good that we can pull out and discuss it. Vouchers would be in the packet to refer to.***

*Sharleen asked where we are on finding someone for Terry Helbig's position.*

*Ed Bauman has decided not to seek the board position.*

*Larry has a candidate that we could have come in to next meeting. Board could meet him and talk about his background and what conservation he has done on his farm. Could make a decision if he is interested. Larry will contact him.*

**XIII. Adjourn – Board Action**

*Motioned by Ross and seconded by Klennert to adjourn the meeting at 9:33 am*

*Affirmative: Zabel, Theismann, Klennert, Ross*

*Opposed: None*

*Motion Carried*

**Respectively Submitted By:**

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**Larry Theismann, Secretary**



Wabasha Soil and Water Conservation District  
**Cash Balances**  
As of November 30, 2021

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	Nov 30, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	25,117.75
Money Market WNB Financial	7,396.86
Peoples State Bank Money Market	357,329.61
Petty Cash	122.62
WNB Financial	6,319.70
Total Checking/Savings	396,286.54
Total Current Assets	396,286.54
<b>TOTAL ASSETS</b>	<b>396,286.54</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of November 30, 2021

Nov 30, 21

## ASSETS

## Current Assets

## Checking/Savings

Money Market- Bank of Alma	25,117.75
Money Market WNB Financial	7,396.86
Peoples State Bank Money Market	357,329.61
Petty Cash	122.62
WNB Financial	6,319.70

Total Checking/Savings 396,286.54

## Accounts Receivable

11000 · Accounts Receivable 9.00

Total Accounts Receivable 9.00

## Other Current Assets

12000 · Undeposited Funds 965.38

Total Other Current Assets 965.38

## Total Current Assets

397,260.92

## Fixed Assets

## 15000 · Furniture and Equipment

Computer	8,706.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00

Total 15000 · Furniture and Equipment 123,231.91

## 17000 · Accumulated Depreciation

-79,335.42

## Total Fixed Assets

43,896.49

## Other Assets

## Prepaid Items

Prepaid Rent 920.43

Total Prepaid Items 920.43

## Total Other Assets

920.43

## TOTAL ASSETS

442,077.84

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

20000 · Accounts Payable 970.71

Total Accounts Payable 970.71

## Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

## Deferred Revenue

AIS	76,315.06
FY18 Capacity	18,175.00
FY19 Capacity	14,165.39
FY19 Well Seal Grant	14,576.30
FY20 Buffer Initiative	14,118.56
FY20 Capacity	9,555.51
FY20 CWMA	7,813.92
FY20 State Cost share	5,517.29
FY21 Buffer Initiative	16,903.00
FY21 Capacity	105,888.06
FY21 Conservation Delivery	6,020.65
FY21 LWM	12,480.99
FY21 State Cost Share	15,401.00
FY21 WCA	10,112.76

Total Deferred Revenue 327,043.49

## Wabasha Soil and Water Conservation District

## Balance Sheet

12/08/21

As of November 30, 2021

Accrual Basis

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	Nov 30, 21
Deposit on Tree Sales	1,487.00
Employee Benefits Liabilities	1,842.00
24000 · Payroll Liabilities	7,735.99
25500 · Sales Tax Payable	680.42
Total Other Current Liabilities	340,370.76
Total Current Liabilities	341,341.47
Total Liabilities	341,341.47
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	43,896.49
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	121,565.95
Net Income	-145,222.36
Total Equity	100,736.37
TOTAL LIABILITIES & EQUITY	<u>442,077.84</u>

# Wabasha Soil and Water Conservation District

## Profit & Loss

### November 2021

	Nov 21
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Charges for Services	
Wetlands	200.00
<b>Total Charges for Services</b>	200.00
Intergovernmental Revenues	
Partners Grants	
FY21 NACD TA Grant	32,000.00
<b>Total Partners Grants</b>	32,000.00
State	
FY21 Regnl DW for Private Wells	768.65
MAWQCP	24,763.98
Volunteer Nitrate Monitoring Ne	430.87
<b>Total State</b>	25,963.50
<b>Total Intergovernmental Revenues</b>	57,963.50
MCIT Yearly Dividend	1,674.00
<b>Total Income</b>	59,837.50
<b>Gross Profit</b>	59,837.50
<b>Expense</b>	
District Operations	
Other Services and Charges	
Advertising Expense	132.00
Building Rent	920.43
Conferences and Conventions	1,110.00
Employee Education and Training	406.04
Fees and Dues	250.00
Internet Expense	79.66
Postage	35.38
Professional Expenses	
Audit Fees	800.00
<b>Total Professional Expenses</b>	800.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	57.38
<b>Total Vehicle Expenses</b>	57.38
<b>Total Other Services and Charges</b>	3,790.89
Personnel Services	
Employee Salary Permanent	16,354.70
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	5,434.72
Employer Life and Health - Other	22.00
<b>Total Employer Life and Health</b>	5,456.72
Employer Share FICA	1,058.85
Employer Share Medicare	247.64
Employer Share PERA	1,279.22
<b>Total Personnel Services</b>	24,397.13
Supplies	
Office Supplies	31.33
<b>Total Supplies</b>	31.33
<b>Total District Operations</b>	28,219.35
Project Expenditures	
Federal	
319 Feedlot Fix	15,000.00



**Wabasha Soil and Water Conservation District**  
**Profit & Loss**  
**November 2021**

---

	Nov 21
FY20 NFWF	138.62
Total Federal	15,138.62
State	
FY19 Capacity	600.00
FY19 Regnl Drinking Water Prote	2,700.00
FY20 Capacity	900.00
LWM NRBG	156.80
MAWQCP Administration	11,406.65
North Fork Zumbro-Mazeppa	49.37
Total State	15,812.82
Total Project Expenditures	30,951.44
Total Expense	59,170.79
Net Ordinary Income	666.71
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	133.56
Total Interest Income	133.56
Total Other Income	133.56
Net Other Income	133.56
Net Income	<b>800.27</b>

## NRCS Field Office Report

12/16/21

John Benjamin

### Current office standing

- Bill and I are on a rotation for covering the office on an every other day basis.
- All non-duty stationed employees have decided not to resume working from the office on occasion until COVID restrictions are eased. This is Brian DeVetter, Dean Thomas, etc.
- We are not to meet producers in the hall any longer. We can do business over the phone or by email or we must go to the producer's place of business.
- FPAC policy is, masks required for all employees and visitors. All employees and contractors needed to be vaccinated by Nov. 22<sup>nd</sup>.
- Office staffing is reduced to 25% capacity and maximum telework is encouraged.

### CSP (Conservation Stewardship Program)

- FY22 renewal applications, Assessment & Ranking deadline, Nov. 5th
- 6 Renewal applications, All prioritized high
- 1 renewal application in preapproved status
- 10 Active contracts, 5 will be complete after final payment
- FY22 classic Application Deadline Feb. 4<sup>th</sup>
- FY22 MRBI-West Indian Creek application deadline Feb. 4<sup>th</sup>
- FY23 renewal application deadline March 25th

### EQIP (Environmental Quality Incentive Program)

- 42 EQIP applications for FY22 signup period (sign up deadline was Nov. 19<sup>th</sup>)
- There is no prioritization tool for this sign up.
- Application ranking deadline of March 4th
- 13 Active EQIP contracts, 1 is on the list to cancel
- 11 applications for MRBI-West Indian Creek fund pool

### RCPP-EQIP (Regional Conservation Partnership Program- EQIP)

- 5 RCPP-EQIP active contracts 1 about to be paid on and completed
- No applications submitted currently

### RCPP (Regional Conservation Partnership Program)

Land Management fund through MAWQCP sign up announced

- Application deadline is Dec. 17, 2021
- 1 application submitted

### CRP (Conservation Reserve Program)

113 Expiring contract reviews for FY23  
36 reviews completed so far.

## Work Summary December 2021

Henry Stelten

- NF Zumbro at Mazeppa phase 2 site meetings, landowner communications
- West Indian Creek projects preliminary site meetings, maps
- MDA Noxious Weed Grant 2022 application submittal
- Drafting article/summary for 2021 MDA Weed Grant work
- 340 cover crop vouchers, amendments, site visits
- 1 day at MASWCD convention

## **Sue**

Tree Orders – Deposits – Tracker

MCIT – Safety Posters

Contract Spreadsheet – tracks funding source/payment dates

New Payroll deduction list for December and January

MAWQCP sub-agreements to SWCD's for 2022

Building Lease

WZGZ sub-agreement with Goodhue SWCD

Accounts Payable – Vouchers for landowners and other

NACD – Conservation Clips - Read to add to Website stories

Minutes

Agenda/Board Packet

Other Normal Monthly Duties



**2022 TENTATIVE MEETING DATES ON THE FOURTH THURSDAY OF THE MONTH – WITH EXCEPTION OF THURSDAYS THAT CONFLICT WITH A HOLIDAY**

**TIME: 8:15 AM**

JANUARY 27, 2022

FEBRUARY 24, 2022

MARCH 24, 2022

APRIL 28, 2022

MAY 26, 2022

JUNE 23, 2022

JULY 28, 2022

AUGUST 25, 2022

SEPTEMBER 22, 2022

OCTOBER 27, 2022

NOVEMBER 17, 2022 (NOVEMBER 24, 2022 Thanksgiving)

DECEMBER 15, 2022 (Christmas Observed Mon. December 26)

# **Winona County Contract for Services in Support of Surface Water Assessment Grant Program**

THIS AGREEMENT is made and entered into by and between Winona County, 202 West Third Street, Winona, MN 55987, hereinafter referred to as the “County”, and Wabasha County Soil and Water Conservation District, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, hereinafter referred to as the “Contractor”.

## **RECITALS**

WHEREAS, the County wishes to purchase the services of Contractor for water quality monitoring in support of the WinLaC Prioritization & Public Outreach Project efforts for the Mississippi River – Winona and La Crescent Watersheds, and the Contractor is willing to provide these services;

WHEREAS, there are funds available for the purchase of these services through a grant agreement with the State of Minnesota Pollution Control Agency;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereinafter set forth, the County and the Contractor agree as follows:

### **1. Term and Cost of the Agreement**

The Contractor agrees to furnish services on behalf of the County during the period commencing November 30, 2021, or until all signatures are obtained, and terminating June 30, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor is not an employee of the County.

The Contractor shall be paid for services rendered according to the WinLaC Prioritization & Public Outreach Project Workplan. The cost of this agreement covers up to \$7406.50 for staff time based on the hourly rate structure approved by the Minnesota Pollution Control Agency and detailed in WinLaC Prioritization & Public Outreach Project Workplan (Attachment A). Up to \$442.75 is available for travel expenses. Subject to approval by the County, the Contractor may modify Attachment A to make changes to the workplan. Some changes may require approval of the grantor, State of Minnesota Pollution Control Agency (MPCA).

The Contractor shall work cooperatively with other Mississippi River-Winona/La Crescent SWAG grant partners, Root River Soil and Water Conservation District (SWCD), to achieve goals of the WinLaC Prioritization & Public Outreach Project.

The Contractor also agrees to adhere to the provisions of the attached Minnesota Pollution Control Agency Grant Agreement.

### **2. Services to be Provided**

The services to be performed by the contractor are detailed in the Joint Powers Agreement between MPCA and the County and its Attachment A (WinLaC Prioritization & Public Outreach Project Workplan), which include chloride water quality monitoring. This work is directed by the MPCA and completed in coordination with the County and Root River SWCD.

### **3. Payment for Services**

Contractor shall submit invoices quarterly to the County, along with documentation of completed tasks. Grant funds are disbursed from the MPCA to the County on a reimbursement basis. The County shall submit invoices, which include the contractor's invoices, to the MPCA. The County shall issue payment to the Contractor after such payment is approved and funds received from the MPCA. No other payments shall be made to the Contractor. It is understood that any reductions or termination of funds allocated to the State for this project work may result in a like reduction to Contractor. No expenditures can be incurred after June 30, 2023.

#### **4. Contractor Status**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners of joint ventures within the County. No tenure or any rights or benefits available to County employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

#### **5. Indemnification and Insurance**

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of the County is as set out in Chapter 466 of Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

#### **6. Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

#### **7. Records-Availability and Retention**

The Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement.

#### **8. Merger and Modification**

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. These include Joint Powers Agreement between MPCA and the County and its Attachment A (WinLaC Prioritization & Public Outreach Project Workplan).

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as amendment and signed by the parties.

#### **9. Default and Cancellation**

If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

This Agreement may be canceled with or without cause by either party upon thirty days written notice. In the event of such a cancellation, Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

#### **10. Subcontracting and Assignment**

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

#### **11. Nondiscrimination**

During the performance of the Agreement, Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin excluded from full employment rights in, participation in, be denied by benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

#### **12. Ownership of Documents**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

#### **13. Drug-Free Workplace Requirements**

Winona County provides a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the County's workplace. As a condition of the contract, the contractor will abide by the terms of the above statement and will notify the County in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Signature\_\_\_\_\_

Marcia Ward  
Chairman, Winona County

Date\_\_\_\_\_

Signature\_\_\_\_\_

Lynn Zabel  
Wabasha SWCD Chair

Date\_\_\_\_\_



ATTEST:

\_\_\_\_\_  
Kenneth J. Fritz  
County Administrator

Dated: \_\_\_\_\_

Approved as to form on:

\_\_\_\_\_

Approved as to execution on:

\_\_\_\_\_

\_\_\_\_\_  
Winona County Attorney

\_\_\_\_\_  
Winona County Attorney



**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AMENDMENT 1 to SWIFT AGREEMENT No. 170040**

Agreement Effective Date:	01/01/2020	Total Agreement Amount:	\$ 834,500.00
Original Agreement Expiration Date:	12/31/2021	Original Agreement:	\$ 425,148.00
Current Agreement Expiration Date:	12/31/2021	Previous Amendment(s) Total:	\$ 00.00
Requested Agreement Expiration Date:	12/31/2023	This Amendment:	\$ 409,352.00

This amendment is by and between the State of Minnesota, acting through its Commissioner of Agriculture ("State") and **Wabasha Soil and Water Conservation District** whose designated business address is **611 Broadway #10, Wabasha, MN 55981 ("Governmental Unit")**. State and Governmental Unit may be referred to jointly as "Parties."

## Recitals

1. The State has an Agreement with the Governmental Unit identified as **SWIFT Agreement Number 170040 ("Original Agreement")** to act as a Regional Partner to host and manage the Minnesota Agricultural Water Quality Certification Program (MAWQCP) for local delivery through partnering with Soil and Water Conservation Districts (SWCD) in the designated geographic region, to gain certification under the MAWQCP.
2. **Amendment is to extend the Original Agreement to cover calendar years 2022-2023 and provide the funds necessary to provide an Area Certification Specialist as well as support to local Soil and Water Conservation District partners to meet needs from expanding program adoption.**
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1. Clause 1.2. "Expiration date"** is being amended as follows:

- 1.2 Expiration date. ~~December 31, 2021~~ December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Agreement may be extended for up to an additional 2 years 1 year, in increments as determined by the State, through a duly executed amendment.

**REVISION 2. Clause 2. "Agreement between the Parties"** is amended as follows:

### 2. Agreement between the Parties

The Governmental Unit will administer the MAWQCP project in accordance with the duties described and specified in Revised Exhibit A-1 Plan of Work and scheduled and delivered as specified in Revised Exhibit B-1 Budget, which are attached and incorporated into this agreement and which replace Exhibit A Plan of Work and Exhibit B Budget in their entirety.

**REVISION 3. Clause 3 "Payment"** is amended as follows:

**3. Payment**

The Governmental Unit will be paid by the State of Minnesota after the Governmental Unit's presentation of itemized invoices for services performed and written acceptance of such services by the State's Authorized Representative or the State's Authorize Project Manager pursuant to paragraph 4. Supporting documentation for each invoice must be kept on file at the governmental unit's office and be available for inspection and review by the MAWQCP staff.

Invoices shall be submitted timely and in accordance with **Revised Exhibit B-1 Budget** which is attached and incorporated into this agreement **and which replace Exhibit B Budget in its entirety.**

Invoices for payment will be sent by the due dates listed in **Revised Exhibit B-1**

Electronic format to: MDA.Accounts-Payable@state.mn.us

OR

Hardcopy to: Minnesota Department of Agriculture  
Finance and Budget Division, Accounts Payable  
625 Robert St N  
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in **Revised Exhibit B-1.**

Electronic format to: MDA.PFMD.Contracts@state.mn.us **and** William.fitzgerald@state.mn.us

OR

Hardcopy to: Minnesota Department of Agriculture  
PFMD, Contracts Coordinator  
625 Robert St N  
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed **Eight Hundred Thirty-four Thousand Five Hundred Dollars and 00/100** ~~Four Hundred Twenty-five Thousand One Hundred Forty-eight Dollars and 00/100~~ **(\$834,500.00 425,148.00).**

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**REVISION 4. Clause 6 “Indemnification”** is amended as follows:**6. Indemnification**

6.1 In the performance of this agreement by the Indemnifying Party ~~Governmental Unit, or Governmental Unit’s agents or employees, the Governmental Unit~~ must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Indemnifying Party’s ~~Governmental Unit’s~~:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit’s reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit’s agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State’s failure to fulfill its obligation under this agreement.

6.2 Nothing within this agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

**REVISION 5. Clause 8 “Government Data Practices”** is amended as follows:**8. Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, ~~referred to in this clause by,~~ either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the and consult with State’s Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit’s response to the request shall comply with applicable law. ~~The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.~~

**REVISION 6. The following clause is added:**

**12. Vaccination/Testing Requirements**

12.1 Applicability. This section applies to Governmental Unit's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

12.2 Requirements. In accordance with the HR/LR Policy #1446, Covered individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

12.3 Compliance. Governmental Unit is responsible for the following:

12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.

12.4 Reporting. Upon request, the Governmental Unit shall provide the State with documentation demonstrating compliance with these requirements. The Governmental Unit shall maintain documentation for a minimum of thirty (30) days past the end date of the agreement.

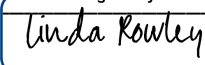
**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

### 1. State Encumbrance Verification

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

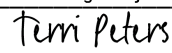
Print Name: Linda Rowley  
 Signature:   
 Title: Department Buyer  
 Date: 11/23/2021

SWIFT Agreement No. 170040

PO Number: 34513

### 2. Governmental Unit

*The Governmental Unit certifies that the appropriate person has executed the Agreement on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Terri Peters  
 Signature:   
 Title: District Manager  
 Date: 11/29/2021

### 3. State Agency

*With delegated authority*

Print Name: Whitney Place  
 Signature:   
 Title: Assistant Commissioner  
 Date: 11/29/2021

### 4. Commissioner of Administration

*As delegated to The Office of State Procurement*

Print Name: PaZong Thao  
 Signature:   
 Title: Contracts Specialist  
 Date: 12/2/2021

Admin ID: 64495

## **Revised Exhibit A-1**

### **Wabasha Soil & Water Conservation District Minnesota Agricultural Water Quality Certification Program Plan of Work:**

The purpose of this agreement is for **Wabasha Soil & Water Conservation District** to host and manage the Minnesota Agricultural Water Certification Program (MAWQCP) expanding the current base of eligible producers, increasing the number of certified producers, assisting program participants in implementing identified improvements and enabling statewide program operations.

#### **Wabasha Soil & Water Conservation District will:**

- Administer the regional Minnesota Agricultural Water Quality Certification Program (MAWQCP)
- Supervise one full time Area Certification Specialist
- Manage documentation reporting and payments to participating Soil and Water Conservation Districts
- Facilitate the regional promotion of the MAWQCP

#### **The regional MAWQCP activities are estimated to be:**

- Report quarterly to the Minnesota Department of Agriculture (MDA) the activities of the MAWQCP Area Certification Specialists and Soil and Water Conservation Districts (SWCDs) Partners
- Conduct regular contact with the regional SWCDs to encourage both SWCD and producer participation through training events, field tours, producer meetings
- Organize and facilitate region wide outreach to SWCDs, producers and private partners
- Assess landowners' operations, establish comprehensive conservation plans, recommend practices to achieve MAWQCP certification and solicit feedback on the certification process
- Accelerate implementation of planned practices through partners to achieve certification
- Advise MDA of suggested changes recommended to continually improve program delivery and outcomes

Costs are detailed in **Revised Exhibit B-1** Budget

**Wabasha Soil & Water Conservation District**  
**Deliverable Schedule and Budget**

**Revised Exhibit B-1**

Administration and Delivery of Minnesota Agricultural Water Quality Certification Program												
Objectives - See Revised Exhibit A-1												
Please Note: The Governmetnal Unit has the discretion to transfer up to 10% of the funds between categories without approval the State's Authorized Representative or the State's Authorized Project Manager. However the Governmental Unit shall notify the State's Authorized Project Manager as soon as practicable of the transfer. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.												
Billing Cycle State Fiscal Year	Calendar Year Quarter	Description of Deliverables	Total	ACS Salary & Benefits	Office, Office Support, Training & Supplies	Travel Costs	Grant Administration	Other Dedicated Staff (Wabasha SWCD)	Other Dedicated Staff (Partner SWCD)	SWCD Staff Support	Promotion & Incentives	Engineering & Practice Implementation
		Projected Project Start Date is January 01, 2020										
Quarter 3, 2020	Jan-Mar 2020	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	52,037 51,074	23,400 21,330	2,287 1,311	750 1,375	1,100 2,616	7,500	10,500 14,263	2,000 3,157	500 1,156	4,000 5,866
Quarter 4, 2020	Apr-Jun 2020	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	52,037 29,096	23,400 21,395	2,287 1,310	750 702	1,100 2,247	7,500 3,442	10,500	2,000	500	4,000
FY20 Total			104,074 80,170	46,800 42,725	4,574 2,621	1,500 2,077	2,200 4,863	15,000 3,442	21,000 14,263	4,000 3,157	1,000 1,156	8,000 5,866
Quarter 1, 2021	Jul-Sep 2020	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	52,037 26,927	23,400 24,858	2,287 1,322	750 747	1,100	7,500	10,500	2,000	500	4,000
Quarter 2, 2021	Oct-Dec 2020	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	52,037 76,868	23,400 25,179	2,287 1,322	750 753	1,100 2,173	7,500 4,021	10,500 25,254	2,000 4,478	500 1,080	4,000 12,608
Quarter 3, 2021	Jan-Mar 2021	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	54,250 41,071	24,560 22,467	2,402 2,771	788 628	1,100 1,628	7,900 2,511	11,000 7,122	2,000 1,367	500 607	4,000 1,970
Quarter 4, 2021	Apr-Jun 2021	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	54,250 35,049	24,560 22,145	2,402 2,770	788 628	1,100 1,368	7,900 4,001	11,000 4,137	2,000	500	4,000
FY21 Total			212,574 179,915	95,920 94,649	9,378 8,185	3,076 2,756	4,400 5,169	30,800 10,533	43,000 36,513	8,000 5,845	2,000 1,687	16,000 14,578
Quarter 1, 2022	Jul-Sep 2021	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	54,250 44,620	24,560 25,937	2,402 3,170	788 796	1,100 1,115	7,900 933	11,000 10,605	2,000	500	4,000 2,064
Quarter 2, 2022	Oct-Dec 2021	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoices Invoices and progress reports are submitted monthly due 30 days after the month end	54,250 54,443	24,560	2,402 2,595	788	1,100	7,900	11,000	2,000	500	4,000
Quarter 3, 2022	Jan-Mar 2022	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2022	59,643	25,800	4,038	775	1,950	8,580	10,000	2,000	500	6,000
Quarter 4, 2020	Apr-Jun 2022	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jul 30, 2022	59,643	25,800	4,038	775	1,950	8,580	10,000	2,000	500	6,000
FY22 Total			108,500 218,349	49,120 102,097	4,804 13,841	1,576 3,134	2,200 6,115	15,800 25,993	22,000 41,605	4,000 6,000	1,000 1,500	8,000 18,064

**Wabasha Soil & Water Conservation District**  
**Deliverable Schedule and Budget**

**Revised**    **Exhibit**    **B-1**

<b>Administration and Delivery of Minnesota Agricultural Water Quality Certification Program</b>												
<b>Objectives - See <u>Revised Exhibit A-1</u></b>												
Please Note: The Governmetnal Unit has the discretion to transfer up to 10% of the funds between categories without approval the State's Authorized Representative or the State's Authorized Project Manager. However the Governmental Unit shall notify the State's Authorized Project Manager as soon as practicable of the transfer. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.												
Billing Cycle State Fiscal Year	Calendar Year Quarter	Description of Deliverables	Total	ACS Salary & Benefits	Office, Office Support, Training & Supplies	Travel Costs	Grant Administration	Other Dedicated Staff (Wabasha SWCD)	Other Dedicated Staff (Partner SWCD)	SWCD Staff Support	Promotion & Incentives	Engineering & Practice Implementation
<u>Quarter 1, 2023</u>	<u>Jul-Sep 2022</u>	<u>Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2022</u>	<u>59,845</u>	<u>25,800</u>	<u>4,240</u>	<u>775</u>	<u>1,950</u>	<u>8,580</u>	<u>10,000</u>	<u>2,000</u>	<u>500</u>	<u>6,000</u>
<u>Quarter 2, 2023</u>	<u>Oct-Dec 2022</u>	<u>Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2023</u>	<u>59,845</u>	<u>25,800</u>	<u>4,240</u>	<u>775</u>	<u>1,950</u>	<u>8,580</u>	<u>10,000</u>	<u>2,000</u>	<u>500</u>	<u>6,000</u>
<u>Quarter 3, 2023</u>	<u>Jan-Mar 2023</u>	<u>Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2023</u>	<u>61,774</u>	<u>27,090</u>	<u>4,240</u>	<u>814</u>	<u>2,050</u>	<u>8,580</u>	<u>10,500</u>	<u>2,000</u>	<u>500</u>	<u>6,000</u>
<u>Quarter 4, 2023</u>	<u>Apr-Jun 2023</u>	<u>Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jul 30, 2023</u>	<u>60,694</u>	<u>27,090</u>	<u>4,240</u>	<u>814</u>	<u>2,050</u>	<u>7,500</u>	<u>10,500</u>	<u>2,000</u>	<u>500</u>	<u>6,000</u>
<b><u>FY23 Total</u></b>			<b><u>242,158</u></b>	<b><u>105,780</u></b>	<b><u>16,960</u></b>	<b><u>3,178</u></b>	<b><u>8,000</u></b>	<b><u>33,240</u></b>	<b><u>41,000</u></b>	<b><u>8,000</u></b>	<b><u>2,000</u></b>	<b><u>24,000</u></b>
<u>Quarter 1, 2024</u>	<u>Jul-Sep 2023</u>	<u>Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2023</u>	<u>56,954</u>	<u>27,090</u>	<u>500</u>	<u>814</u>	<u>2,050</u>	<u>7,500</u>	<u>10,500</u>	<u>2,000</u>	<u>500</u>	<u>6,000</u>
<u>Quarter 2, 2024</u>	<u>Oct-Dec 2023</u>	<u>Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2024</u>	<u>56,954</u>	<u>27,090</u>	<u>500</u>	<u>814</u>	<u>2,050</u>	<u>7,500</u>	<u>10,500</u>	<u>2,000</u>	<u>500</u>	<u>6,000</u>
<b><u>FY24 Total</u></b>			<b><u>113,908</u></b>	<b><u>54,180</u></b>	<b><u>1,000</u></b>	<b><u>1,628</u></b>	<b><u>4,100</u></b>	<b><u>15,000</u></b>	<b><u>21,000</u></b>	<b><u>4,000</u></b>	<b><u>1,000</u></b>	<b><u>12,000</u></b>
<b>All Years</b>			<b><u>425,148</u></b> <b><u>834,500</u></b>	<b><u>191,840</u></b> <b><u>399,431</u></b>	<b><u>18,756</u></b> <b><u>42,607</u></b>	<b><u>6,152</u></b> <b><u>12,773</u></b>	<b><u>8,800</u></b> <b><u>28,247</u></b>	<b><u>61,600</u></b> <b><u>88,208</u></b>	<b><u>86,000</u></b> <b><u>154,381</u></b>	<b><u>16,000</u></b> <b><u>27,002</u></b>	<b><u>4,000</u></b> <b><u>7,343</u></b>	<b><u>32,000</u></b> <b><u>74,508</u></b>

# **WABASHA SOIL AND WATER CONSERVATION DISTRICT**

## **PERSONNEL POLICY HANDBOOK**

SWCD Board Approved



## **SECTION 1 INTRODUCTION**

This handbook is designed to provide you with information on the employment policies of the Wabasha Soil and Water Conservation District (SWCD). The purpose of the Employee Handbook is to promote understanding of the District's personnel policies and procedures for employees. If you have questions regarding information in this handbook, you are encouraged to contact the District Manager or the Personnel Committee for clarification.

Policies are necessary to operate a safe and efficient workplace. The provisions of this handbook apply to all employees of the District except where otherwise noted and replace all prior employment policies and practices. **All prior employment policies and practices are expressly repealed, rescinded and revoked.**

**NOTHING IN THIS HANDBOOK IS INTENDED TO OR SHALL BE CONSTRUED AS CREATING A CONTRACT OF ANY KIND BETWEEN THE DISTRICT AND THE EMPLOYEE.**

## **PURPOSE AND BASIS FOR EMPLOYMENT POLICY**

The purpose of these Policies is to provide a uniform, comprehensive and efficient system of personnel administration in Wabasha Soil and Water Conservation District (SWCD). The Policies do not create, and cannot be construed as creating, as a binding employment contract or an offer of employment. Except as provided in an applicable collective bargaining agreement or contract, all employment with the SWCD is considered to be "at-will." Except as otherwise provided by law or contract, the SWCD and the employee have the right to terminate employment at any time, for any legal reason or no reason. These Policies are not intended to cover every situation that may arise and are subject to change, revocation, modification or amendment at any time at the SWCD's sole discretion with or without advance notice. It is the further purpose of these Personnel Policies to provide that:

1. Recruitment, selection and advancement of employees shall be based on job related factors such as relative education, experience, ability, knowledge and skill.
2. Positions with similar duties and responsibilities shall be classified and compensated on the basis of comparable compensation for comparable work, consistent with attraction and retention considerations.
3. Applicants and employees shall be afforded fair treatment in all aspects of personnel administration without regard to race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regard to public assistance, familial status, membership in a local human rights commission, or any other characteristic protected by state or federal law.

## **ANTI-DISCRIMINATION STATEMENT**

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the SWCD to prohibit discrimination in employment based on race, color, creed, religion, national origin, sex, age, disability, sexual orientation, marital status, status with regard to public assistance, membership in a local human rights commission, familial status, or any other characteristic protected by state or federal law. The SWCD embraces the concept of equal employment opportunity and is committed to compliance with all applicable federal and Minnesota laws, executive orders, and administrative regulations regarding it. In all instances, proper regard shall be provided for applicants' and employees' privacy and constitutional rights as citizens under Federal and Minnesota law.

Any employee or applicant who believes s/he has been discriminated against by reason of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, marital status, status with regard to public assistance, membership in a local human rights commission, familial status, or any other characteristic protected by state or federal law may file a complaint with the District Administrator, specifying the basis of his/her belief and all facts surrounding the alleged discriminatory action. In the event that the complaint is against the District Administrator, the complaint may be filed with the Personnel Committee. All complaints of discrimination will be fully investigated, in accordance with these policies.

### **AMERICANS WITH DISABILITY ACT (ADA)**

The Americans with Disabilities Act and the Minnesota Human Rights Act prohibit discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose an undue hardship on the employer. The District

abides by the requirements of the Americans with Disabilities Act and state laws governing employment of individuals with disabilities.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the District Manager or Personnel Committee. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

**A. APPLICANTS**

In the event that an applicant with a disability needs an accommodation during the hiring process, the applicant should contact the District Manager or hiring contact to request the accommodation. This may include a request for an accessible location for the interview or other requests during the application and interview process.

**B. EMPLOYEE ACCOMMODATION REQUESTS**

1. Employees should contact the District Manager with requests for accommodation. The District Manager should contact the Personnel Committee.
2. On receipt of an accommodation request, the District Manager will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the District might make to help overcome those limitations.
3. The District will determine the feasibility of the requested accommodation, considering various factors including, but not limited to, the nature and cost of the accommodation and the accommodation's impact on the operation of the District, including its impact on the ability of other employees to perform their duties and on the District's ability to conduct business. A reasonable accommodation will not be made if to do so would be a violation of a bona fide occupational qualification, constitute an undue hardship on the operation of the District's business, pose a direct threat to the health or safety of the individual or other people, or require the District to reallocate essential functions of the employee's job.
4. The District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employee will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request to the District Manager. If the request on appeal is denied, that decision is final.
5. The ADA does not require the District to make the best possible accommodation, to reallocate essential job functions, to provide an employee with a new supervisor, to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.), or to otherwise provide an accommodation that is not "reasonable" as provided by the ADA and judicial decisions interpreting the ADA.

**DATA PRACTICES ADVISORY**

In accordance with the Minnesota Government Data Practices Act ("MGDPA"), the SWCD is required to inform employees of their rights as they pertain to any private information that the SWCD collects from them. During the course of SWCD employment, an employee will likely be asked to provide information

that is classified by the MGDPA as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data. Much of the data the SWCD has about individual employees, however, is classified as public according to the MGDPA. All public data is available for inspection and copying by members of the public, with or without the employee's consent.

Employee records are maintained in a location designated by the District Manager or designee. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information about employees requested by the SWCD may be used for the following purposes: (1) administer employee salary, pension, and benefit programs; (2) process payroll, including accounting for wages and fringe benefits and to justify any reimbursed expenses; (3) complete state and federal reports, including equal opportunity and affirmative action reports; (4) evaluate the employee's job performance, eligibility, and abilities; (5) distinguish the employee from other applicants and employee and identify the employee in the correct personnel file; (6) determine the employee's eligibility for employment or promotion, and make employment decisions about the employee's performance; (7) contact the employee or other significant persons in the case of an emergency; (8) make decisions regarding the employee's eligibility for leave, including medical leaves and leaves created by statute; (9) make decisions regarding the employee's eligibility for workplace accommodations, including accommodations for workplace disabilities; (10) comply with workers compensation requirements in the event of an injury; and (11) provide information during workplace investigations. All such information may also be used and disclosed for other purposes consistent with applicable law, including, but not limited to, performance evaluations, determinations regarding pay, applications for different positions, and other matters that involve a review of the employee's personnel file and past performance.

Federal law permits government agencies to require individuals to provide their social security number for the administration of any tax. Please be aware that when an employee is asked to give his or her social security number on a revenue form, this collection is mandated by law. This information will be shared with the Minnesota Department of Revenue, the Internal Revenue Service, and security tax programs. In most other cases, the disclosure of an employee's social security number is voluntary.

Any information an employee is asked to provide may be shared with individuals within the SWCD whose job duties reasonably require access, as well as individuals outside of the SWCD whose duties require access, such as insurance vendors, consultants, attorneys, and retirement plan employees. Such data may also be shared with other agencies authorized by law to receive specific data.

If litigation arises, data may be provided in documents filed with the court which are available to members of the public. If reasonably necessary to discuss data at a SWCD Board meeting, such data will be available to members of the public. To the extent that some or all of data provided by the employee is part of the basis for a final decision on disciplinary action, that information may also be available to the public.

All employee data will be received, retained and disseminated according to the Minnesota Government Data Practices Act.

## **POSITION OPENINGS/HIRING PROCEDURES**

Consistent with the concepts of Equal Employment Opportunity Action, the District shall recruit and select the most qualified individuals available for all positions. The Board shall approve all full-time positions which are vacated or newly created.

Notice of all Board approved permanent positions which are vacated or newly created position, shall first be determined as an external or an internal hire by the Personnel Committee. If determined to be an internal hire, then the most current Internal Hiring Procedures shall be used. External hire positions will be published on internet job sites, the SWCD website, posted at the SWCD building and/or other appropriate means and locations as the District Manager and Personnel Committee deems appropriate for a minimum of one week. Job postings and ads shall include the position title, pay range, description of responsibilities, minimum qualifications, and time deadlines for submittal. All print advertising must carry the words "An Equal Opportunity Employer."

Before applications are accepted, position ranking criteria must be established for the position by the District Manager and/or Personnel Committee.

Open competitive (non-promotional) positions within the District shall be open to all applicants who are citizens of the United States, or who are eligible and have applied for citizenship, or who meet all of the requirements for employment as defined by laws or U.S. Bureau of Immigration regulations; and who meet reasonable qualifications or standards prescribed by the District that relate to the abilities of candidates to perform the duties of the position efficiently. Pursuant to state law, the District or its designee will grade an open competitive examination on a 100-point scale. For those positions requiring that veteran's preference be provided, the District will apply veteran's preference points in accordance with the provisions of Minnesota's Veteran's Preference Law.

Applicants and employees shall be afforded fair treatment in all aspects of personnel administration without regard to race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regard to public assistance, familial status, membership in a local human rights commission, or any other characteristic protected by state or federal law.

Upon completion of the rating, the District Manager will select the top candidates to interview. The interviews shall be based on the use of structured question relating to the responsibilities and duties to be performed in the position. The interview team will consist of the District Manager, members of the Wabasha Soil and Water Conservation District Board of Supervisors, and/or other current employees with the necessary experience/knowledge regarding the position.

The Wabasha SWCD Personnel Committee has the authority to select the best qualified candidate and give a conditional job offer based on acceptable results that, could include, but not limited to: reference checks, employment and education background and applicable licensure. After selection and confirmation of a job offer, the Personnel Committee will recommend approval by the Wabasha SWCD Board of Supervisors. No offer of employment shall be final until approved by the Wabasha SWCD Board of Supervisors.

After hiring of the employee, the District Manager, Administrative Program Assistant, and other senior staff member as designated by the District Manager will be responsible for employee orientation and understanding of job and policies of the Wabasha SWCD.

## **INTERNAL HIRING PROCEDURES**

These procedures are in place for the District Board to follow when opening a position for an internal hire amongst current eligible Wabasha Soil and Water Conservation District employees.

1. The District Manager will be responsible for developing a job description for the position and presenting the description to the Soil and Water Conservation District Board for approval.
2. The Soil and Water Conservation District Board will review and request any necessary modifications to the job description of the internal hire prior to board approval.
3. The Soil and Water Conservation District Board shall approve a salary compensation range for the application job description.
4. Upon Board approval of the job description and salary compensation, the Personnel Committee shall be responsible for the following:
  - a. The Personnel Committee shall be responsible for determining that the position for hire is eligible as an internal hire or be open to the public for hire.
  - b. The Personnel Committee shall verify the job description and any modifications made by the Soil and Water Conservation District Board.
  - c. Upon verifying the job description, the Personnel Committee shall have the authority to authorize the position as an internal hire or open to the public.
  - d. Any determination by the Personnel Committee that the position be made open to the public rather than an internal hire shall follow the policy outlined for a public hiring.
5. Upon approval from the Personnel Committee for internal hire, the position description shall be open internally to current employees for no less than 5 business days.
  - a. Employees interested in applying for the internal hire position shall submit a job application and resume to the District Manager by the deadline outlined in the internal job posting.
  - b. It will be the responsibility of the District Manager and/or the Personnel Committee to vet viable internal candidates for interview.
6. The Personnel Committee shall convene for an interview/oral examination of the internal applicants' competency of the position.
7. The Personnel Committee shall be responsible for determining their choice candidate for hire of the position.
8. The Personnel Committee shall recommend to the Soil and Water Conservation District Board at a regular or special Board Meeting the candidate and hire date of the position.

## **EMPLOYEE ADMINISTRATION**

The Wabasha Soil and Water Conservation District will make available to each employee the following:

1. Wabasha SWCD's mission and relation to other, state, federal and other agencies.
2. Explain the chain of command and interaction with SWCD staff.
3. A copy of job description, with a copy also included in their Personnel File.
4. A copy of employment policy
5. Compensation (salary), fringe benefits (insurance), working hours (office hours, lunch and breaks) and any special conditions of employment.
6. Safety procedures and where to report accidents.
7. The authority levels of each employee.
8. Complete all necessary employment forms.
9. Sign off that the employee has received a copy of the Employee Handbook.



## **WORK CLASSIFICATION**

There are three classifications of individual performing services for the District: regular full-time, regular part-time, temporary part-time, and contracted services.

1. For those full-time employees: A full-time employee is a person hired to fill a Board approved full-time position and works a recurring equivalent of eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year, less earned annual and sick leave benefits provided by the District.
2. Regular part-time employees: An employee who is scheduled to work on a regular and recurring schedule of less than forty (40) hours per week, whose employment fulfills a specific assignment that exceeds ninety (90) days duration and earns leave benefits on a prorated basis according to the annual, sick, and holiday leave schedule.
3. Temporary part-time employees: A temporary part-time employee is an employee who is compensated at an hourly rate for the actual number of hours worked, receives no fringe or benefits of any kind, and whose employment fulfills a specific assignment, not to exceed ninety (90) days duration.
4. Contracted Services: An independent contractor is a person performing services pursuant to a contract written and agreed upon by the contracting parties of which the Wabasha Soil and Water Conservation District Board of Supervisors will be the lead. The independent contractor is not an employee of the District and is not eligible for employee benefits through the SWCD.

## **PROBATIONARY PERIOD**

A six (6) month probationary/trial period is mandatory for all newly hired or rehired permanent employees prior to achieving regular status. The probationary period commences on the date of employment. After six (6) months of continuous employment including authorized leave of any kind if taken, the employee will then be classified as a regular employee. Continuous employment means the amount of time since the employee began employment and is interrupted only by resignation, discharge failure to return upon expiration of a leave of absence, failure to respond to a recall from a layoff or retirement. Any new employee on probation may be dismissed for any reason, with or without notice. The date of the action will be the date of the notice.

Annual, sick leave, and compensatory time benefits shall accrue during the probationary period but may not be used until after its completion unless otherwise approved by the District Manager. Personal time off benefits which accrue during the probationary period will not be paid to an employee should termination/resignation occur prior to the expiration of the designated probationary period and prior to the employee gaining regular status. No raises except cost-of-living adjustments shall be granted to the probationary employee.

In rare or unusual circumstances or conditions that prevent the making of a full and fair determination as a basis for granting regular status or terminating the employee, a three (3) month extension of the probationary period may be granted at the sole discretion of the District Board.

## **PRE-EMPLOYMENT CHECK**

It is the policy of Wabasha SWCD to conduct background checks on their employees in order to provide a safe work environment for current employees, staff and clients.

The Wabasha SWCD's policy is to conduct pre-employment background checks on applicants once a conditional offer has been made by the hiring manager and all offers of employment will be contingent upon a satisfactory background check. The Wabasha SWCD reserves the right to conduct a background screening at any time after you have been employed to determine eligibility for a promotion, reassignment or retention.

Eligibility for employment with the Wabasha SWCD will depend on a variety of components. Background checks may include criminal records, drug testing, and verification of identity, verification of previous employment and/or education, driving record, reference checks, credit history, or professional license checks. If you have questions about what checks will be performed for your position, please contact the District Manager.

The Wabasha SWCD shall comply with any and all laws or regulations, including but not limited to, the Fair Credit Reporting Act (FCRA), the Title VII of Civil Rights Act of 1964, equal opportunity laws, the American with Disabilities Act (ADA) and other state, local or federal regulations governing employment background screening. Although disqualification for a position may be possible based upon the report. The Wabasha SWCD will comply with the federal and state laws when considering an applicant for a position. Having adverse information contained in a report will not automatically disqualify anyone. Eligibility will be dependent upon the position, the nature of any criminal offense(s); time elapsed from the offense(s), the conduct of the applicant since the offense(s), rehabilitation, employment history, age of the applicant at the time of the offense, the totality of the applicants' qualifications and other factors. Any attempt by an applicant or employee to withhold or falsify information on an application, resume or during an interview, will disqualify the applicant due to falsification of an application.

#### **PERFORMANCE EVALUATION**

Employees will have his/her performance reviewed annually by the SWCD Personnel Committee or more often at the discretion of the District Manager. The District Manager will request annual goals from all SWCD staff that will be provided to the Personnel Committee.

Performance evaluations will reflect actual performance on the job. If the employee has not received a good evaluation and there is a need for improvement, the employee then has 30 working days to make such improvements as determined by the District Manager. At the end of the 30 days, the employee will then be eligible for another performance evaluation.

Performance evaluations shall be in writing, reviewed with the employee, and be part of the employee's personnel file with a copy given to the employee (if requested). The employee and the SWCD Personnel Committee will sign the evaluation sheet.

#### **EMPLOYEE RULES, REGULATIONS, and COMPENSATION** **EMPLOYEE WORK HOURS AND RULES**

1. Workweek/Hours: All full-time employees are to work the equivalent of 8-hour day, or 40-hour week (unless otherwise designated by the Wabasha SWCD Board of Supervisors), except for authorized absences. A workweek is a period of 40 hours during seven consecutive 24-hour periods. For this policy, the core workdays are: Monday, Tuesday, Wednesday, Thursday, and Friday. Saturday/Sunday work as deemed necessary. Core hours are as follows: starting time no earlier than 7:00 a.m. and quitting time no later than 5:30 p.m. (unless previously approved by the District Manager). All regular part-time, temporary part-time employees shall

be expected to work the hours set in advance or be on approved leave. Exempt employees are expected to work at least 40 hours or more per week, consistent with the Fair Labor Standards Act.

2. **Work Break:** Employees shall be granted a fifteen-minute rest break each four-hour period. Work breaks shall not be added together or combined with lunch or used to leave early or arrive late. Breaks are not compensated if not taken.
3. **Meal Period** – an unpaid meal period of one-half hour shall be scheduled toward the middle of the daily 8-hour work shift.
4. **Attendance and Leave:** Employees must observe designated work hours and use official time for official business. Employees shall have prior authorization for absence from work given by the District Manager. A month notification is recommended with a one week minimum or as soon as practical depending on the circumstances. Request leave through Outlook shared calendar and district manager will review and approve as applicable through the calendar system. If calendar is not accessible, a paper form of leave request can be provided.
5. **Accidents:** If an employee sustains an on-the-job injury or causes damage to SWCD owned equipment or to public or private property while on duty, the employee shall immediately report the facts of the incident to the District Manager or Administrative Assistant. The District Manager or Administrative Program Assistant shall first secure medical aid for the injured employee and then promptly file all required injury reports to the Insurance Company.
6. If, while operating a SWCD vehicle or a privately-owned vehicle in the performance of official SWCD business, an employee is involved in an accident resulting in personal injury or property damage, the employee shall: (1) Immediately notify the District Manager; (2) File all reports required by state law; and (3) Provide information and copies of all reports filed to the District Manager or Administrative Assistant.

#### **DISTRICT EMPLOYEE REPORTING SYSTEM**

District employees may be requested to attend monthly Board meetings. A monthly outline of activities that they have participated in, accomplished and completed each month should be provided to the Administrative Assistant for inclusion in the board packet. This report should be as detailed as possible while leaving out protected private data (e.g. information on federal contracts, personal data, etc.). District employees will complete a monthly written report for the District Board meetings each month outlining their activities and projects.

District employees are required to identify field notes, designs for practices, practice layout and practice checkout notes with their comments, date, and signatures. These documents are to be filed in the cooperators file along with the conservation plan.

#### **EMPLOYEE COMPENSATION**

**Employee Anniversary Date:** A regular employees' anniversary date shall be established by the first date of his or her employment for purposes of benefit changes linked to the anniversary date.

**Starting Pay:** The starting pay for all positions will be determined by the Wabasha SWCD Board of Supervisors in consultation with the District Manager and Personnel Committee dependent on qualifications, recognized job responsibilities, skills, training, education and experience. Job descriptions have been evaluated through a wage study and placed on the Wabasha County pay scale

accordingly.

**Salary Adjustments:** The Wabasha SWCD Board of Supervisors will adopt a pay scale for all employees. Employees may be granted salary increases upon recommendations of the Personnel Committee and board utilizing the Wabasha County pay scale. The salary adjustments will be made based on performance, training, certifications obtained, and experience required before and during employment, work assignments and dependability to perform duties of the job. Adjustments may be a step increase on the pay scale and/or a general wage increase. Steps are not automatic and may be frozen at the discretion of the Board. The SWCD Board has the right to deny a salary increase due to work performance. Salary increases will be determined on an annual basis. Salary adjustments will depend on the financial stability of the SWCD. An annual year for purposes of a salary adjustment shall be the months worked from January 1 to December 31. If employee start date is June 30<sup>th</sup> or prior, they would be eligible for salary increase for January 1<sup>st</sup> of the following year. If the start date is July 1<sup>st</sup> or later, they would not be eligible for an increase for January 1<sup>st</sup> of the following year and would wait 1 calendar year from January 1<sup>st</sup> for eligibility. The SWCD Board will have discretion on decisions.

**Time Sheets:** Employee time sheets are to be signed and shall be turned into the District Manager, or other staff member as directed, for each pay period. Direction from the District Manager will be given to properly report hours worked, overtime, annual leave, holidays, sick leave, etc. Other time-tracking measures may be necessary in completing BWSR grant reporting. Time sheets must accurately reflect hours worked.

1. Non-exempt employees shall submit a signed and dated time sheet to the District Manager for review and signature on a weekly basis. Time sheets are to include hours worked, including overtime or compensatory time, as well as any other time used, such as vacation leave, sick leave, personal leave, holiday, or compensatory time taken, for the one week pay period. Timesheets must be approved and signed by the District Manager. Timesheet must be submitted to the District Manager or District Bookkeeper no later than 2:00 p.m. on the next business day following the end of the pay period. Failure to submit a completed time sheet by the deadline may result in deferral of the paycheck until the next pay period.
2. A limited term employee is an employee whose position is funded by federal, state, or private grant. Limited term employees shall submit a signed and dated time sheet to the District Manager for review and signature on a weekly basis. Time sheets are to include hours worked, including overtime or compensatory time, as well as any other time used, such as vacation leave, sick leave, personal leave, holiday, floating holiday or compensatory time taken, for the one-week pay period. Timesheets must be approved and signed by the District Manager. Timesheets must be submitted to the District Manager and/or District Bookkeeper no later than 2:00 p.m. on the next business day following the end of the pay period. Failure to submit a completed time sheet by the deadline may result in deferral of the paycheck until next pay period.

**Pay Schedule:** Employees shall be paid on a bi-weekly basis (every 2 weeks). Payroll is direct deposited Friday on a bi-weekly basis.

**Deductions:** The Wabasha SWCD must withhold state and federal income taxes for employee wages along with Social Security and Medicare taxes. Other voluntary deductions may be made on behalf of the employee pertaining to health benefits, retirement, spending accounts, short- and long- term

disability, vision insurance, dental insurance, life insurance, or other benefits provided by the Wabasha SWCD.

### **COMPENSATORY TIME/OVERTIME**

For purposes of computing comp time/overtime, work weeks shall begin at 12:00 a.m. on Sunday. For staff choosing to work a flex schedule, work weeks will begin at 11:30 a.m. on Friday and end at 11:30 a.m. Friday.

1. Hours worked by non-exempt employees more than forty (40) per week shall be compensated through compensatory time off which shall be earned at the rate of one-and-one-half (1½) times the excess hours worked over forty (40). Hours do not include compensated time off (holidays, annual leave, sick leave). The maximum accumulation of compensatory time shall be two hundred (200) hours, and, if necessary, adjusted by the District Board of Supervisors. Compensatory time off will be used prior to annual leave.
2. For the purposes of computing overtime compensation and compensatory time, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
3. The scheduling of compensatory time off shall be at the direction of the immediate supervisor, or the request of the employee with supervisory approval, subject to the staffing needs of the SWCD.
4. Nonexempt (hourly) employees who are required to work in excess of their regular schedule on a given day, may request or be required to take off time later within the same work week to ensure that the employee does not work in excess of forty (40) hours. The specific hours to be worked or flexed shall be determined by the District Manager. There will be allowances at times for events that are not within regular work hour schedule or as needed for job progress or completion or to meet deadline requirements. Staff should communicate with District Manager to have approved in advance as much as possible.

### **WORKER'S COMPENSATION**

An injury on the job should be reported to the District Manager immediately (within 24 hours). The District Manager or Administrative Assistant will assist the employee in filing a claim for workman's compensation. The claim must be filed within 5 days of the injury or symptoms of illness. Employees may use their accumulated paid leave to supplement their worker's compensation payments. In no case shall the total weekly compensation received by the employee, including leave and Workers Compensation benefits, exceed the bi-weekly salary after-tax, take-home salary pay rate.

An employee receiving compensation under Worker's Compensation will be processed in the following manner:

1. The employee will keep the Worker's Compensation check and provide the payroll department with a copy of the check.
2. SWCD will pay the employee the difference between the Worker's Compensation check and normal net pay from the employee's accumulated paid leave until such leave is exhausted.

Employees shall not accrue additional leave while on leave from work.

A doctor's release indicating the employee's ability to safely resume the duties of the position may be required, if the employee is absent from work for three or more days due to a compensable injury or

illness.

Employees authorized to return to work with specific temporary physical restrictions may be put on a temporary modified duty status if work within the employee's restrictions is available.

### **EMPLOYEE BENEFITS AND SERVICES**

Insurance benefits will be provided insurance-eligible employees effective on the first of the month following the month of hire. The SWCD will review its contributions on an annual basis. All insurance benefits offered through the cooperative plan with Wabasha County are subject to the terms of the individual plan of insurance and the limitations, benefits, and conditions established by the insurance carrier.

Employees participating in the SWCD's group health insurance plan who terminate employment with the SWCD will receive a notice of their right to elect continued insurance coverage consistent with state and federal law, including, but not limited to, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") (as amended). The notice will be provided in accordance with such laws and employees must comply with those laws if they wish to continue coverage after separating from the SWCD's employment.

**Retirement Program** - SWCD employees are eligible (and required at a designated pay point) to participate in the Public Employees Retirement Association (PERA). The deducted amount will be deducted from the employee's salary based on the terms, limitations, benefits, and conditions established by PERA.

**Other Benefits** – Other benefits will be available to the employee as provided through the cooperative plan with Wabasha County; such benefits could include, but are not limited to dental insurance, vision insurance, short- and long- term disability, savings accounts, etc.

### **Holidays**

All employees shall be entitled to the following paid holidays:

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King, Jr's Birthday
- Third Monday in February – President's Day
- Last Monday in May - Memorial Day
- June 19 – Juneteenth National Independence Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- Second Monday October – International Day of Girls, National Coming Out Day, Indigenous People's Day, and Columbus Day
- November 11 - Veteran's Day
- Fourth Thursday in November - Thanksgiving Day
- December 25 - Christmas Day

When January 1, June 19, July 4, November 11, or December 25, fall on a Sunday, the following day shall be a holiday. When these same days fall on a Saturday, the preceding day shall be a holiday. Regular full-time employees shall receive eight (9 for flex schedule – based on regular work- day) hours pay for each holiday. Regular part-time employees shall receive paid holidays prorated according to the

number of hours worked per week. (Example: if an employee works 20 hours per week, then that employee shall receive four (4) hours holiday pay).

All employees must work the normal workday preceding and following a holiday to receive holiday pay unless on approved annual or sick leave. When a holiday falls during an employee's vacation period, they shall not be charged vacation leave.

If the employee's regular scheduled day off or part day off fall on a holiday, then the preceding day will be their day off or part day off. The employees are paid the holiday hours they normally work during the workweek (example: workday - 8 hours; holiday – 8 hours). When a holiday falls during an employee's vacation period, they shall not be charged vacation leave.

When an employee does not work on any of the above-named holidays, the holiday shall never- the-less count as or eight (8) worked for the purpose of computing over time for hours worked in excess of forty in any such week. (nine (9) hours for alternate work week schedule).

If allowed by the entity in which SWCD staff are located; staff will follow the Federal Policy on pre-holiday time off (hours given to staff the day before holidays) only if the staff is at work to receive the benefit or if it is otherwise stated by the Wabasha County SWCD.

#### **ATTENDANCE AND LEAVE**

Employees must observe designated work hours and use official time for official business. They shall have prior authorization for absence from work. When illness or an emergency situation does not permit prior authorization, employees may take up to one (1) day off by contacting the District office.

#### **ANNUAL LEAVE**

Annual Leave time off is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees and regular part-time employees are eligible to earn and use vacation time as described in this policy.

Full-time and regular part-time employees shall earn vacation according to their years of completed employment, based on the number of hours worked in each week:

##### **20.0 Hour Work Week**

Years Completed	Hours Earned Per Pay Period
0-3	1.85
4-6	2.31
7-10	2.77
11 +	3.23

##### **40.0 Hour Work Week**

Years Completed	Hours Earned Per Pay Period
0-3	3.69
4-6	4.62
7-10	5.54
11 +	6.46



Part-time employees who regularly work more than twenty (20) hours per week will accrue vacation on a pro-rated basis. Example: an employee who works more than 20 hours per week during the first three years of employment will receive 1.85 hours of vacation per pay period for the first 20 hours per week, plus an additional .046 hours of vacation per additional hour worked.

Employees who regularly work less than twenty (20) hours per week, as well as interns and seasonal employees are not eligible for vacation benefits.

A forty (40) hour per week employee may carry a maximum of 240 hours of unused vacation on the last pay date of the calendar year as reflected on the last paycheck stub dated in December of that year. (Part-time employees who are eligible for vacation benefits may carry over a maximum vacation balance on a pro-rated basis.) Example: if the employee works 20 hours per week, the employee would be able to carry over 120 hours.

Employees must receive prior approval from their supervisor before vacation leave will be granted. Request leave through Outlook shared calendar and district manager will review and approve as applicable through the calendar system. If calendar is not accessible, a paper form of leave request can be provided. Vacation leave cannot be used to extend employment with Wabasha SWCD past the last actual date of work without approval from the District Manager. Employees should be aware that their pension benefits may be affected by taking large amounts of vacation immediately before retiring or resigning from Wabasha SWCD employment. Employees are urged to check with the PERA office before making plans. Vacation leave must be used in 15-minute increments. All requests for vacation will be evaluated based on workloads and staffing needs. There may be times that vacation will be denied based on workloads and staffing needs.

Full-time and part-time employees shall begin accruing vacation immediately upon assignment to an eligible employment classification. However, vacation is not actually earned until successful completion of the initial probationary period. Employees are not eligible to use vacation leave until successful completion of their initial probationary period.

Upon termination of employment, employees shall be paid for unused vacation leave that has been earned through the last day of work. An employee whose employment is terminated during their probationary period shall forfeit the accrued vacation because it is not actually earned until the probationary period has been met.

Vacation leave is earned at the end of each pay period and cannot be used until after it is earned. Therefore, vacation leave cannot be used in the same pay period that it is earned.

#### **PERSONAL LEAVE**

Personal leave for a limited period not to exceed six (6) months may be granted for any reasonable purpose, and such leave may be extended or renewed up to two (2) years. Such personal leave shall be at the discretion of the District Board. The District Manager and the Board shall consider the budget, grant funded work, and work completion feasibility as part of the decision-making process in granting these leave requests. The board may determine replacement is necessary. All personal leave shall be without compensation.

## MEDICAL/SICK LEAVE

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Wabasha SWCD provides paid sick leave benefits to regularly scheduled full-time employees (40 hours per week) and regularly scheduled part-time employees for use for temporary absences due to illness, injury or medical appointments for the employee or the employee's relatives. For purposes of this section, employee relatives are defined as the employee's spouse, child, stepchild, ward, parent, sibling, grandparent or stepparent. Sick leave benefits may also be used for the death of family members who are listed in the Bereavement Leave Policy.

Sick leave benefits shall be earned as follows for those employees scheduled for twenty (20) hours per week or more:

Regular Hours Scheduled Per Week	Accrual Rate Per Pay Period (Hours)	Maximum Sick Leave Accrual (Hours)
40 hours	3.69	1040
20 hours	1.85	520

All employees earn sick leave benefits at the same rate. Sick leave is only accrued for hours scheduled to work per week even if the employee works overtime.

- Full-time employees (40 hours per week)  
Earn sick leave benefits based on the schedule above.
- Regularly scheduled part-time and Limited term grant funded employees  
Regular part-time and limited term grant funded employees qualify for sick leave benefits if the employee is regularly scheduled to work at least twenty (20) hours per week. These employees will accrue sick leave benefits on a pro-rated basis, based on the percentage of the full workweek normally worked by that employee (for example, an employee who is regularly scheduled to work 50% of the full work week will earn sick leave benefits at a rate of 50% of the full day).
- Casual part-time employees  
Casual part-time employees are not eligible to accrue sick leave benefits.
- Seasonal employees and Interns  
Seasonal employees and interns are not eligible to accrue sick leave benefits.

Employees shall begin earning sick leave benefits immediately upon assignment to an eligible employment classification. The amount of sick leave benefits earned shall be prorated in the first and last months of employment. Sick leave benefits are earned at the end of each pay period and cannot be used until the pay period after it is earned. Sick leave may be used in increments of no less than one-quarter (1/4) hour.

Sick leave will not be allowed when the illness is due to or incurred while in the employ of others.

Sick leave usage shall be recorded on the employee's time sheet. Sick leave may be authorized for the following reasons:

1. Illness, disability or injury to the employee, causing absence from work.
2. Need by the employee for acute medical, dental or vision care.
3. Illness or injury to the employee's child, adult child, spouse, or parent, and up to 160 hours annually for the illness or injury of the employee's grandchild, sibling, mother-in-law and father-in-law, or stepparent, subject to Minnesota Statutes, section 181.943 (as amended).
4. Pregnancy related health care and incapacity.
5. An employee may use sick leave for themselves, and a combined total of 160 sick leave hours annually under this subdivision and (iii) for the relatives listed in iii, for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in 181.943 (as amended).

Employees claiming sick leave for themselves or family members may be required to file competent written evidence of the qualifying event.

Employees who are unable to report to work due to illness or injury shall notify the District Manager before the scheduled start of their workday indicating they will not be at work due to illness. If such notice is not possible, the employee shall contact the District Manager within one-half hour of the employee's scheduled start time. The employee shall also notify the District Manager for each additional day of absence. Requests for use of sick leave for medical appointments or other planned absences shall be made in writing to the employee's District Manager as far in advance as possible.

Monitoring use of sick leave. Supervisors are expected to monitor the amount of accrued sick leave used by employees and to review sick leave usage for individual employees when use exceeds six separate instances in a fixed 12-month period, as described below. The six events standard does not define excessive use, but rather the point at which the supervisor should begin to consider item (II)(b), below.

1. Instances of sick leave usage that are to be monitored and where each instance counts toward the six events triggering a review include:
  - a. The amount of accrued sick leave used by employees for safety leave or for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to ensure that such use of sick leave does not exceed 160 hours in a 12-month period.
  - b. An employee who is absent for three (3) consecutive days without notification to the District Manager or designee by employee, family member, or acquaintance (Employee will be considered to have voluntarily resigned.)
  - c. For more than three (3) days absence or of an employee is absent more than three days (3) over the course of twenty (20) workdays. The District Manager may require a physician's statement verifying the reason for the absence and the beginning and expected ending dates of the absence.
  - d. An employee's timesheet begins to show a pattern of absences (i.e. Continuously extending vacations or weekends)
  - e. All actual sick leave used for the employee's own illness or injury, as well as other types of leave used in lieu of sick leave for the employee's own illness or injury

(e.g., same-day vacation leave requested in lieu of sick leave and leave without pay taken for sick leave reasons) except as described below.

2. Instances of sick leave usage that will NOT count toward the six events triggering a review include legitimate use for the following:
  - a. any Board approved Medical Leave of Absence time or time taken for prescheduled doctor's appointments
  - b. bereavement leave
  - c. sick leave for safety leave by qualifying employees (as described above)
  - d. sick leave for care of relatives
  - e. workers compensation leave
  - f. leave time given as a reasonable accommodation for a disability
  - g. sick leave used in conjunction with the birth or adoption of a child or for the period of time that a doctor certifies a female employee unable to work because of pregnancy

No payment of accrued sick leave shall be made upon termination of employment from Wabasha SWCD. Sick days used after notice of resignation must be accompanied by a physician's statement as to the reason of the absence.

#### **RETURN TO WORK CERTIFICATION**

If employees have been incapacitated for a major portion of the sick leave time taken, they may be required to provide evidence of being physically, mentally, or emotionally able to perform their duties before returning to work.

#### **MISUSE**

Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provisions of this section may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination. When sick leave is needed, the employee shall notify his/her department or supervisor. Such notice shall be given at the earliest possible time and preferable before the start of the scheduled working hours. Failure to make a diligent effort to give such notice may result in a payroll deduction for the time taken.

#### **UTILIZATION OF PAID LEAVE DURING A PUBLIC HEALTH EMERGENCY**

Conditions may occur where a disease, such as influenza, respiratory illness or other contagious disease, has been declared by the World Health Organization (WHO), Centers for Disease Control (CDC), and/or Minnesota Department of Health (MDH) to be a public health emergency, indicating widespread human infection. When one or more of the above declarations have been enacted, the Wabasha Soil and Water Conservation District Board of Supervisors shall follow the declaration as declared by the Wabasha County Board of Commissioners and have discretion to declare this policy as active. *(Copy of Full Policy in Handbook Appendix)*

#### **SICK LEAVE FOR MENTAL ILLNESS and/or CHEMICAL DEPENDENCY**

Mental illness, alcoholism, or drug addiction which prevents the employee from working is a valid reason for sick leave absence or personal leave as described in the Personal Leave paragraph of this article. The District Board may approve a sick leave request upon receipt of a written confirmation that the employee is receiving out-patient or hospital care.

**FAMILY MEDICAL LEAVE**

Employees of the District are not eligible employees under the Family and Medical Leave Act, as the District does not employ fifty (50) or more employees. After an employee has exhausted all accumulated sick leave, vacation and compensatory time, the employee may be granted Medical Leave of Absence for a limited period, consistent with the needs of the District. Employees must provide documentation from a licensed health care provider regarding the nature and expected duration of the medical condition See, ADA section, above. Employees shall be required to pay for their health insurance during the unpaid portion of the leave of absence.

**PARENTING LEAVE**

The Minnesota Parenting Act, Minn. Stat. 181.941, applies to employers with 21 or more employees at one site, which excludes employees of the District from eligibility.

The District Board of Supervisors will consider granting unpaid parenting leave, after all paid leave is exhausted, upon the request of an employee.

**FUNERAL LEAVE**

At the discretion of the District Board, an employee may be permitted to use sick leave when a death occurs in his/her immediate family. "Immediate family" shall mean children (including half- or step-children), siblings, spouse, significant other, siblings of spouse, parents, parents of spouse, grand parents or grandparents of spouse, or any other relative of the employee who has resided with the employee immediately preceding the death. The amount of leave with pay for funeral leave will be three (3) consecutive days. For the funeral of any person other than members of his/her family as defined above, such time off shall be deducted from the employee's accrued annual leave. If there is no accrued sick or annual leave, such time off shall be without compensation.

If additional leave is desired for an immediate family member, the employee may take up to two weeks using annual leave with notification to the District Manager. If no annual leave is available to use, the time may be without compensation.

**MILITARY LEAVE**

Employees who are members of any reserve or guard component of military forces shall be granted leave of absence with pay not to exceed fifteen (15) work days in one (1) year in order to go on active duty for such training periods as are necessary to their participation in a training program. Advance notice will be given if possible. Copies of military orders requiring military leave shall be submitted to the District Board prior to the grant of approval. All existing Federal and State statutes applicable to the rights of any employee who is on a leave of absence from the District for military service shall be applicable under this Personnel Policy.

**COURT DUTY**

Permanent full-time and permanent part-time employees subpoenaed as witnesses or called for jury duty shall receive their regular compensation and fringe benefits. However, compensation provided by the court must be turned over to the District.

**VOLUNTARY LEAVE WITHOUT PAY (LWOP)**

Voluntary leave may be approved, at the sole discretion of the SWCD, for full-time employees when the employee has exhausted all vacation and personal leave. LWOP may be approved in advance at the discretion of the District Manager based upon the needs of the District, for a minimum of one day up to

**WABASHA SOIL AND WATER  
CONSERVATION DISTRICT**

**PERSONNEL POLICY HANDBOOK  
APPENDIX**

SWCD Board Approved: \_\_\_\_\_

# **PERSONNEL POLICY HANDBOOK APPENDIX**

## **WABASHA SOIL AND WATER CONSERVATION DISTRICT**

### **BUSINESS EXPENSES POLICY**

– Includes Code of Ethics and Conflict of Interest and Employee Expense Reimbursement

### **CODE OF ETHICS and CONFLICT OF INTEREST POLICY**

All employees are expected to show courtesy and consideration to their fellow employees and members of the public during the performance of their job duties. Following are standards of the SWCD to maintain the code of ethics and conflict of interest policy.

- a. An employee shall not receive direct or indirect benefits, privileges, exemption or advantages for them or their immediate family because of employee's position.
- b. An employee shall consult the District Manager prior to engaging in other employment, activity, or enterprise for private gain. This will assure that SWCD time, facilities, equipment or supplies will not be used. Employment by a business that is directly or indirectly associated with SWCD will not interfere in any way with the full performance of duties and responsibilities of said position.
- c. An employee shall not use private, confidential, or other non-public information, to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use such information.
- d. An employee shall not use or allow the use of District time, supplies, or District owned or leased property or equipment for the employee's private interest, private business, or any other use not in the interest of the District, except as provided by law.
- e. Employee access to and use of electronic tools such as phones, email and the internet is intended for business-related purposes. Limited and reasonable use of these tools for occasional employee personal purpose that does not result in any additional costs or loss of time or resources for their intended business purpose is generally permitted, but may be prohibited in certain situations, at the District's sole discretion.
- f. Employees are responsible for appropriate use of time, telephones, cellular telephones, computers, printers, paper, pens, stationery, facsimile machines, and pages. They are expected to adhere to the highest ethical standards when conducting District business and to follow the Code of Ethics.
- g. The District Manager is responsible for ensuring the appropriate use of all District property, including e-mail and internet access through training, supervising, coaching and taking disciplinary action, when necessary.
- h. Employees must comply with the conflict of interest provisions of Minnesota Statutes § 382.18 prohibiting the interest in contracts, and Minnesota Statutes § 10A.07 regulating conflict of interest.
- i. Employees will be required to sign a Conflict of Interest form, which will be reviewed annually, to acknowledge the policy. Any disclosures of Conflict of Interest can be made at this time or at any time during the year.



**Gifts**

Employees of the District shall not directly or indirectly solicit, accept, seek, receive, or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service, or promise of future employment or other future benefit from any source, other than the District, that is involved in a contract or transaction which is or may be the subject of official action by the District.

The acceptance of the following shall not be a violation of this section:

- a. Gifts of nominal value (\$5 or less);
- b. Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
- c. Payment of reimbursement expenses for travels or meals that are not reimbursed by the District but which have been approved in advance by the District Manager or Board of Supervisors as part of the work assignment. This includes food or refreshment provided at a meeting, conference, or other event as a normal courtesy to all attendees, incidental to the performance of official duty.
- d. Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by employees on their own time for which they are not compensated by the District.

Employees and elected officials qualifying as “local officials” pursuant to Minnesota Statutes, section 471.895 (as amended) must comply with the terms of that statute.

A “gift” under these policies generally does not include items such as publicly available discounts and prizes.

**Use of Confidential Information**

An employee of the District shall not disclose or use private, confidential, or other non-public information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that may require the employee to disclose or use such information.

**Use of Property**

Employees shall not use or allow the use of District time, supplies, or District owned or leased property and equipment for unauthorized personal convenience, the employee's private use, profit, as part of secondary employment, or any other use not related to the business of the District, except as provided by law.

**Review of Potential Conflicts of Interest**

When an employee believes there is a potential for a conflict of interest, it is the employee's duty to have the situation reviewed by the District Manager before the employee takes any action that may violate this policy. A conflict of interest shall be deemed to exist when a review of the situation by the employee and the District Manager results in a determination that the employee's action or outside employment violates any provision of this policy or any one or more of the following conditions are present:

- a. The use for private gain or advantage of agency time, facilities, equipment, supplies, prestige or influence of the District.
- b. Receipt by the employee of any money or other things of value, except as allowed by subparagraph (2) above, from anyone other than the District for the performance of an act which the employee would be required or expected to perform in the regular course of business of District employment or as part of his or her duties as an employee.
- c. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee, or by the District.

- d. The performance of an act in other than the employee's official capacity which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee, or by the District.

**Resolution of Conflict of Interest**

If the employee or the District Manager determines that a conflict of interest exists or that there is a potential conflict of interest, policy must be followed, and the employee must cease all activities in violation thereof.

If the employee believes that there is an unfair determination of a conflict of interest, the grievance policy may be followed.

**Solicitation**

Employees must:

- refrain from directly or indirectly using government e-mails, phones, equipment, or property, when performing personal solicitation activities; and
- leave personal solicitation activity goods or information in the kitchen area or attached to an employee bulletin board with a note and an envelope to collect the funds/sell the goods.

All staff must read this Policy and agree to abide by the terms of the Policy as indicated by their signature on the Receipt for SWCD Code of Ethics and Conflict of Interest Policy. Signed receipts shall be kept in the employee's personnel file.

User's Printed Name: \_\_\_\_\_

User's Signature: \_\_\_\_\_

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

Department                      Wabasha Soil and Water Conservation District

# **PERSONNEL POLICY HANDBOOK APPENDIX**

## **WABASHA SOIL AND WATER CONSERVATION DISTRICT**

### **EMPLOYEE EXPENSE REIMBURSEMENT POLICY**

**Training and Education Expenses** -Employees may have the opportunity for training and developmental activities that shall improve their job skills and knowledge. Training and workshops will be approved at the discretion of the District Manager. Training/workshop registration and fees will be paid in full by SWCD. If the cost is greater than \$500, it shall be brought to the SWCD Board of Supervisors for approval.

The SWCD will reimburse employees for half of the expenses incurred for tuition, fees, books, labs, etc. for post- secondary education which the SWCD Board of Supervisors, in its sole discretion, determines will help meet advancement goals. Reimbursement will be made to the employee after the completion of the class and a copy of the accreditation is received and at least the equivalent of a "B" in the class or a passing grade if the class is pass/fail. If the employee leaves the employment of SWCD within 3 years after completion, the employee shall refund the educational expenses paid by SWCD. Employees receiving reimbursement pursuant to this policy shall be required to sign an agreement permitting the SWCD to deduct such amount from their final paycheck or severance pay, if any.

**Mileage and District Vehicle Use:** SWCD vehicles may be available at times for officially approved activities and employees are encouraged to use the SWCD vehicles when available. Reasonable use of a District vehicle is permitted during out-of-town/overnight meetings. All employees who drive a SWCD vehicle must have a valid driver's license. No employee may use the SWCD owned vehicles for personal use.

Parking fees for meetings/trainings are eligible expenses that the District will reimburse the employee for.

Employees are responsible for paying any parking tickets or other traffic violation fines incurred while operating a District vehicle or when using their own personal vehicle for District business.

Employees operating a SWCD owned vehicle or a private vehicle for SWCD business are prohibited from using cell phones while operating such vehicles. If an employee finds it necessary to use a cell phone while operating a SWCD owned vehicle or a private vehicle utilized for SWCD business, the employee must pull over and park the vehicle in a safe location prior to doing so.

The use of SWCD systems shall be avoided while operating a SWCD vehicle or personal vehicle to conduct SWCD business. Employees are prohibited from using any equipment, including cellular phones and iPads/tablets to send or read text messages or emails while driving. Employees must adhere to all federal, state, and local laws and guidelines regarding the use of such devices at all times.

Prior approval is necessary from the District Manager when SWCD employees use personal vehicles in the line of duty, employees will be reimbursed for mileage in the performance of officially approved activities at the prevailing federal mileage rate. The mileage will be determined by calculating the distance from the employee's home or SWCD office, whichever is shortest, to the destination and back. Employees shall submit their mileage and associated meetings/trainings on reimbursement forms provided by the Wabasha SWCD.

**Meal Expenses Reimbursement-** Employees shall be reimbursed for meal expenses and other reasonable expenses. Receipts (with a list of expenditures and tip) are required to be attached to a payment voucher and submitted for reimbursement no later than the month following the expenditure.

Employees assigned to be away from the office in an overnight status for work or in travel status outside of the Wabasha County boundary shall be reimbursed for the actual cost of meals including tax and reasonable gratuity (15-20%) under the following conditions:

**Breakfast** - Breakfast reimbursement may be claimed only if the employee is on assignment away from the office in an overnight status or departs from home before 6:00 a.m. and is in travel status for work outside the Wabasha County boundary.

**Noon Meal** - Lunch reimbursement may be claimed by the SWCD employee who is outside of their base office and attending a formal meeting with an agenda or training.

**Dinner** - Dinner reimbursement may be claimed only if the employee is away from the office in an overnight status or is required to remain in travel status until after 7:00 p.m. for work outside the Wabasha County boundary.

Employees must take the provided unpaid meal period of one-half hour toward the middle of the 8-hour workday.

Scheduled lunch breaks that are provided at meetings and training sessions are not considered working lunches. Employees are entitled to a one-half hour lunch. Meal expense reimbursement is subject to the previously listed conditions.

No employee may work instead of utilizing the unpaid half hour meal period and charge compensatory time. The unpaid meal period is not bankable and should not be used to leave early at the end of the day unless previously authorized by the District Manager or the employee was unable to take their designated half-hour lunch break due to unforeseen work duties.

When an employee chooses not to take advantage of meals or other benefits already paid for or included in registration fees and therefore creates additional expenses, those expenses shall not be eligible for reimbursement.

**Lodging and Registration Expenses** - Lodging and registration expenses for trainings and meetings are to be approved by the District Administrator and if over \$500 by the SWCD Board of Supervisors. Receipts and proof of payment are required if reimbursement is necessary.

When an employee chooses not to take advantage of other benefits already paid for or included in registration fees and therefore creates additional expenses, those expenses shall not be eligible for reimbursement.

All staff must read this Policy and agree to abide by the terms of the Policy as indicated by their signature on the Receipt for SWCD Employee Expense Reimbursement Policy. Signed receipts shall be kept in the employee's personnel file.

User's Printed Name: \_\_\_\_\_

User's Signature: \_\_\_\_\_

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

Department                      Wabasha Soil and Water Conservation District

# PERSONNEL POLICY HANDBOOK APPENDIX

## WABASHA SOIL AND WATER CONSERVATION DISTRICT

### OFFICE CREDIT CARD POLICY

The Wabasha SWCD may provide their employees with an office credit card to be used only for official District business. This policy sets out the acceptable and unacceptable uses of such credit cards:

- Use of District issued credit cards is a privilege that may be withdrawn at any time, with or without cause. Upon an employee's termination of employment at the District, all cards must be returned to the District Manager.
- The employee in possession of the District credit card is solely responsible for all purchases on the card and for ensuring the card is not used by unauthorized personnel. Card numbers may not be distributed and should not be saved in online accounts.
- Any District credit card issued to an employee must be used for business purposes only, and for purposes in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business purpose. Non-business purchases are considered any purchases that are not for the benefit of the SWCD.
- In the event a District employee accidentally uses their District credit card for a personal expense, they must immediately alert the District Manager and the employee shall immediately reimburse the District for the expense. Documentation of the reimbursement must be attached to the credit card statement.
- The maximum limit of an employee credit card is \$500.
- Employees must provide receipts/invoices/packing slips for items, goods or services rendered while using the SWCD credit card. Failure for an employee to provide receipts/invoices/proof of purchase may result in the employee being held personally responsible to pay back the District.
- The following purchases are prohibited including but not limited to: weapons, gift cards, alcohol, charitable contributions, explosives, political contributions, cash advances and/or cash.
- Fraudulent use of a District credit card is strictly prohibited. The term "fraudulent use" refers to the use of the card with a deliberately planned purpose and intent to deceive and thereby gain a wrongful advantage for oneself or others. In addition to the District receiving reimbursement from the cardholder, any or all of the following actions may occur when fraudulent use of the card occurs:
  - Immediate suspension of card privileges.
  - Removal of cardholder's purchasing authority.
  - Formal disciplinary action, which may result in the termination of employment.
  - Any actions deemed appropriate by the District, including criminal prosecution.

All users of SWCD's Credit Cards must read this Policy and agree to abide by the terms of the Policy as indicated by their signature on the Receipt for SWCD Credit Card Use Policy.

Signed Receipts shall be kept in the employee's personnel file.

User's Printed Name: \_\_\_\_\_

User's Signature: \_\_\_\_\_

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

Department                      Wabasha Soil and Water Conservation District

# **PERSONNEL POLICY HANDBOOK APPENDIX**

## **WABASHA SOIL AND WATER CONSERVATION DISTRICT**

### **ELECTRONIC COMMUNICATIONS AND COMPUTER USE POLICY**

Information technology offers a wealth of resources for employees and agents of SWCD. Like any tool, these technologies may be misused. Proper use of SWCD's information technology is the sole responsibility of the individual user. Misuse of SWCD's information technology systems may lead to revocation of the employee or agent's access to technology and possible discipline, including suspension, reprimand, termination, and/or criminal prosecution.

#### **A. Scope**

This Policy shall apply to all users of SWCD's information technology systems, including but not limited to employees, agents, administrators, board members, and volunteers. This Policy shall apply to the use of, and access to, SWCD's information technology systems from any location and by any means. This Policy shall apply to any and all users of the SWCD network or Internet access, regardless of the ownership of the device used to connect to the SWCD network. This Policy specifically applies to all employee-owned mobile electronic devices that access SWCD's information technology systems, including but not limited to, cellular phones, tablets, PDAs, and laptops.

SWCD's information technology systems (also referred to as the "SWCD system" or "SWCD network") entail all mechanical and electronic systems owned or leased by SWCD that create, store, modify, and transmit information, including, but not limited to, stationary and portable computers, networks, Internet access, cell phones, and voice messaging systems. SWCD's information technology systems also entail all information, data, and files, created, stored, modified, or transmitted by SWCD information technology systems.

#### **B. Systems/Property Rights**

The information, communication, processing, and storage resources provided by SWCD are the sole property of SWCD. Files, data, and other communication created, originating from, or stored on SWCD's hardware, software, computer disks, or other electronic systems are also the property of SWCD. Equipment and software leased from others by SWCD are considered SWCD's property for the purposes of this Policy. SWCD's ownership and control over its systems shall apply regardless of how and where a user accesses SWCD's systems.

All work products created through the use of the SWCD system are the property of SWCD. Any materials developed, composed, sent, or received using SWCD equipment, resources, or the SWCD network will remain the property of SWCD.

#### **C. Privacy**

The use of the SWCD system is not private. Internet access and messages sent are subject to logging, monitoring, interception, and forwarding, which is beyond the control of the user. Although logs and e-mail messages may appear to the user to have been deleted, the message or the data that it contained may nevertheless continue to exist in the network in which the resources are connected. Stored logs, e-mail messages and other computerized data are discoverable documents, which may be exchanged in litigation. The content of logs or e-mail messages may subject the user to civil liability, discipline, and/or criminal sanctions.



SWCD can and will inspect information and files stored, processed, or communicated by or through its information systems without further notice to its users. **Users of SWCD's information technology systems shall have no expectation of privacy related to such use.**

Users are advised that all data stored or transmitted over SWCD's network, including the data's use, retention, and disclosure, are or may be subject to Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"). Employees will be subject to discipline, up to and including termination of their employment, for violations of the MGDPA.

Users are placed on notice that the forwarding of private or confidential data to home e-mail addresses or automatic forwarding of SWCD e-mail is not permitted. All users shall exercise care to ensure such data is only sent to appropriate persons. "Reply All" should be used sparingly. All e-mails should be "single subject" to ensure that private data on more than one person is not contained in the same e-mail.

#### **D. Content and Expectation of Careful Use**

Users shall be responsible for the content of all text, audio, and video created, viewed, transmitted, downloaded, or otherwise accessed using the SWCD system. Messages shall contain the user's identity and should be written with the same professional manner as any hard-copy correspondence.

SWCD provides telephone, fax, Internet access, and e-mail to speedily conduct the business of SWCD. Use of SWCD systems will be granted by supervisors with regard to job function. Once given access, users are expected to use these systems in a responsible manner at all times. All usage must withstand public scrutiny without embarrassment to SWCD.

SWCD employees should use reasonable consideration and respect for SWCD clients, vendors, and employees when placing or accepting phone calls, text messages, or any other electronic communications. These actions should be avoided while in meetings or when dealing with clients, except in situations where there is an emergency.

#### **E. Unacceptable Use**

All SWCD information technology systems must be used only for SWCD business-related purposes.

Limited Personal Use Exception for Employees: Minimal personal use by employees during non-duty hours may be authorized, in writing, by the District Manager. Such use must comply with all other requirements of SWCD policies and must not interfere with workplace productivity.

Users shall not use SWCD's information technology systems, including, but not limited to, computers, equipment, internal or external e-mail, or Internet access for any of the following purposes:

- To access, upload, download, transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials, or materials containing unclothed or partially

clothed people unless in an official capacity while investigating crimes.

- To transmit or receive obscene, abusive, or sexually explicit language or profanity unless in an official capacity while investigating crimes.
- To violate any local, state or federal law or engage in any type of illegal activity.
- To vandalize, damage or disable the property of another person or organization, including but not limited to property owned by SWCD.
- To access the materials, information or files of another person or organization without permission.
- To violate any applicable state, federal and international copyright, trademark or intellectual property laws and regulations or otherwise use another person or organization's property without prior approval or proper attribution consistent with copyright laws, including unauthorized downloading or exchanging of pirated or otherwise unlawful software or copying software to or from any SWCD computer.
- To engage in any form of gambling.
- To engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment or discrimination based upon race, gender, sexual orientation, religion, national origin, marital status, status with respect to public assistance, disability or any other type of harassment or discrimination prohibited by law and SWCD policy.
- To engage in any type of commercial enterprise unrelated to the specific purposes and needs of SWCD.
- To engage in any form of solicitation without the express prior written consent of the District Administrator or the SWCD Board of Supervisors.
- To promote any political or private causes, or other activities that are not related to the business purpose of SWCD.
- To enter into financial or contractual obligations without the express prior written consent of the SWCD Board of Supervisors. Any financial or contractual obligation entered into by a user without the express prior written consent of the SWCD Board of Supervisors shall be the sole responsibility of the user.
- To review or access any materials related to, obtaining, or using any controlled substances or products such as alcohol which may not lawfully be used or consumed by minors, without the express prior written permission of the District Manager.
- To advocate or access information advocating any type of unlawful violence, vandalism, or illegal activity, without the express prior written consent of the District Manager.
- For employees to engage in job search activities for positions outside of SWCD.
- To defame another or in any manner that harms the reputation of SWCD.
- To engage downloading or uploading personal photographs under any circumstances.
- To engage in personal activities, including but not limited to, shopping, banking, accessing social media, social networking, personal e-mail, and any other personal use

**except on a minimal basis** during designated lunch periods and break periods.

- To download any computer programs or applications onto the SWCD system without permission from the District Administrator.

#### **F. Access Rules**

Users shall not use any means or protocols of accessing SWCD information technology systems other than the means of access or protocols that are supplied and made available to the user by SWCD or that are authorized in writing by the District Manager or his/her designee.

Users shall only use software, including but not limited to e-mail applications and web browsers that are supplied by SWCD.

Employee users shall not install hardware or software on SWCD's systems without the express prior written permission of the District Manager or his/her designee.

Users shall not access, modify, or delete the files belonging to other users. Users shall use only the usernames provided by SWCD.

Users may not forward e-mail chain letters or personal, non-business e-mails.

All use of the computers, equipment and Internet access of SWCD shall be in compliance with all other SWCD policies.

Employee access shall be subject to such additional rules, limitations, and conditions as may be set by their individual supervisor(s) and/or the District Manager.

#### **G. Security**

Every user must maintain the security of the SWCD information technology systems. Users shall not divulge passwords or security protocols to anyone without the written authorization of the District Manager. Users shall not permit others to use their passwords or access to SWCD's information technology systems.

E-mail communications and text messages and other applications via cellular telephones are vulnerable to interception. Private or confidential information shall not be transmitted via e-mail without the permission of the District Manager. Private or confidential information shall not be transmitted using text messages, Snapchat or other applications via cellular phones.

Users who inadvertently receive or access inappropriate, unsolicited e-mails or other materials that are prohibited by law or this Policy shall report the receipt or access of such material to the District Manager within one business day.

#### **H. Passwords**

It is SWCD's goal to provide a secure environment for all SWCD data, hardware, and software programs. To produce security for our computerized environments all employees must maintain password protocols and procedures, as follows:

- a. Passwords must be maintained by individual employees. SWCD will assign initial passwords when the employee is activated to the system. The first time a new employee signs onto

the system, he or she shall change their password from the initial password to his or her own unique password.

- b. Employees should be aware that even though they have a confidential password, this does not mean that the data contained on or transferred over the SWCD network is the property of the employee. SWCD retains the right to access any employee's password or other electronic data contained on the SWCD network at any time, with or without notice or suspicion, and for any reason.
- c. Employees are responsible for the security of their passwords.
- d. Passwords that are obvious, such as nicknames, dates of birth, names of family members or pets, or hobbies shall not be used.
- e. Passwords must not be shared with another person without approval of the District Manager. The only exception should be for testing by IT staff to resolve problems. If a password is shared for this purpose, it shall be changed by the employee when the testing is completed.
- f. SWCD or system software may require the changing of passwords on a periodic basis and may specify a minimum length and format.

**I. Enforcement**

Violations of this Policy may result in discipline, up to and including immediate termination. Additionally, violations of this Policy may subject the violator to criminal prosecution under federal and/or state criminal and civil liability. SWCD reserves the right to limit or remove any user's access to SWCD's information technology systems at any time for any reason.

**J. Disclaimer/User Liability**

While SWCD has adopted and shall enforce this Policy to the extent practicable, it does not have the resources or technical capability to ensure complete compliance by its users, who shall be solely and individually responsible for following the terms of this Policy.

SWCD shall not assume and hereby expressly disclaims liability for the misuse of its information technology systems, including but not limited to Internet access, which violates this Policy or any law.

SWCD expressly disclaims any liability resulting from any of the following:

- Financial obligations resulting from the use of SWCD accounts to access the Internet or any other financial obligation entered into on behalf of SWCD by an unauthorized individual.
- Damage to property used to access SWCD computers, networks, equipment or online resources.
- Information received by users through SWCD computers, equipment, online resources, or Networks, including information received from other networks and systems maintained by other organizations, including but not limited to the State of Minnesota.
- Damages, injuries, or improper communications resulting from contact between individuals, including agents, through the Internet, e-mail, or use of SWCD equipment, computers, or systems.

All users of SWCD's information technology systems must read this Policy and agree to abide by the terms of the Policy as indicated by their signature on the Receipt for Electronic Communications and Computer Use Policy. Signed Receipts shall be kept in the employee's personnel file or such other locations as may be designated by the District Manager.

User's Printed Name: \_\_\_\_\_

User's Signature: \_\_\_\_\_

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

Department                      Wabasha Soil and Water Conservation District

## PERSONNEL POLICY HANDBOOK APPENDIX

### WABASHA SOIL AND WATER CONSERVATION DISTRICT

#### PHASED RETIREMENT OPTION (PRO)

Legislation passed in 2009 allows employers the option to offer a Phased Retirement Option (PRO) to employees who are members of the Public Employees Retirement Association of MN (PERA) Coordinated and Basic plans if they meet specific eligibility requirements. When PRO is offered, this allows members the option to begin receiving PERA pension without formally resigning and promotes efficient operations of the District by retaining experienced workforce talent. The choice to offer a PRO agreement is at the sole discretion of the employer. Wabasha SWCD recognizes the PRO program can provide a mutual benefit to the District and the eligible employee dependent on a variety of factors unique to each situation and will offer PRO agreements only in those cases warranted by business need as determined by the District Manager and the SWCD Board of Supervisors. The SWCD Board will regard each request individually. Any prior determination will not set precedence for future requests. Terms and conditions of employment, including but not limited to benefits, hours of work, job duties and rate of pay will be set forth by the District specific to the PRO arrangement.

Wabasha SWCD retains sole discretion in offering the Phased Retirement Option to an employee. Initial PRO offers must not exceed one year, but can be renewed for periods of up to a year for a total of five years. Wabasha SWCD, the employer, is under no obligation to renew a Phased Retirement Agreement. To qualify, a member must:

- Be an active Coordinated or Basic member, not an elected official.
- Be age 62 or older.
- Be immediately eligible for a retirement annuity from the General Plan (Coordinated or Basic members).
- Have worked at least 1,044 hours in each of the five preceding years in a position covered by PERA.
- Agree to reduce your regular schedule by 25 percent in each pay period under the PRO and may not work over 1,044 hours in a one year period.
- Not be a current PERA benefit recipient.
- Not be eligible for the state employee Post-Retirement Option program under Minn. Statute 43A.346.

If mutually agreeable between the member and his or her employer, the member may begin collecting a PERA benefit without the normally required 30-day break in service and prohibition against having any agreement to return to work with the current employer. Participants are also exempt from PERA's earnings limits that apply prior to full Social Security retirement age. In addition, neither the member nor the employer is required to make any further contributions to PERA.

Since the member is now receiving a pension, he or she will cease to earn service credits and there will be no future adjustment to the high-five average salary.

Upon the completion of the phased retirement, a member must meet the requirements normally applied to someone who is terminating public service, including the prohibition of any future employment agreement, and the minimum 30-day break in public service. If the retiree later returns to PERA-covered employment, the earnings limits would apply.

Payout of vacation, sick and compensatory time, based on your hourly rate prior to initiating work under the PRO agreement will occur with complete separation based on the applicable personnel policy.

To participate, the member and employer must file a Phased Retirement Option (PRO) Agreement with PERA.

A current retiree cannot participate in the program.

Additional information, guidelines and frequently asked questions relating to the Phased Retirement Option program can be found on the Public Employees Retirement Association of Minnesota website at <http://www.mnpera.org>.

**WABASHA SOIL AND WATER CONSERVATION DISTRICT  
PHASED-RETIREMENT OPTION (PRO) BENEFITS AGREEMENT**

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

As part of Wabasha SWCD's agreement to allow your participation in the Phased-Retirement Option (PRO) available through the Public Employees Retirement Association (PERA), we are providing you with the additional information regarding your benefits and other terms and conditions of employment. This information applies only to you and to your position with Wabasha SWCD. It may constitute a departure from "normal" SWCD policies and procedures, but it does not set any precedents or change existing SWCD policies. It is only being offered because of your participation in the PRO Program.

**Qualifying Event:**

As a participant in the PRO Program available through PERA, your reduction in hours will be considered a "Status Change" allowing for the option to make changes to your benefit plans outside of the normal open enrollment period. If you elect to make changes as permitted by the applicable plans, you will have 30 days from the PRO agreement effective date to submit your request.

**Health Insurance:**

As a participant in the PRO Program available through PERA, your health benefits will be affected. Please ensure that you have discussed your options with your District Manager and the Wabasha County Human Resources Department to ensure the PRO Program is appropriate for you. Your health benefit will be handled as follows:

- ☐ The SWCD/County's percentage of contribution toward your health care benefits will be prorated based on the hours worked as a participant in the PRO Program. If you participate in the VEBA/HSA option, the county will NOT make any additional contributions to your VEBA/HSA Account. Blue Cross/Blue Shield will consider you a retiree and you will have to follow their policies regarding Medicare.

Wabasha County will contribute \$\_\_\_\_\_ to your monthly health insurance premium.

You will contribute \$\_\_\_\_\_ to your monthly health insurance premium.

- ☐ If you choose not to participate in the health plan, a COBRA continuation notice will be given to you explaining your options.



**Other Group Insurance Plans & Coverage:**

Your other insurance and benefit coverage (if applicable) will be handled as explained below. If at any time you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha SWCD with a personal check or money order. Please make arrangements with the Wabasha SWCD Payroll staff.

**Basic Life Insurance (Wabasha County):**

- ☐ The Wabasha SWCD contribution toward your basic life insurance benefit will continue at the same level under the PRO Program.
- ☐ If you choose not to participate in the plan, a COBRA continuation notice will be given to you explaining your options.

**Basic Life Insurance (NCPERS - Wabasha SWCD):**

- ☐ The Wabasha SWCD contribution toward your basic life insurance benefit will continue at the same level under the PRO Program.
- ☐ If you choose not to participate in the plan, a COBRA continuation notice will be given to you explaining your options.

**Supplemental Life Insurance (Self, Spouse, Child):**

- ☐ Your premium will be paid through payroll deduction and continue at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha County with a personal check or money order. Please make arrangements with the Wabasha County Human Resources Department.
- ☐ If you choose not to participate in the plan, a COBRA continuation notice will be given to you explaining your options.
- ☐ Not applicable.

**Dental Insurance:**

- ☐ Your premium will be paid through payroll deduction and continue at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha County with a personal check or money order. Please make arrangements with the Wabasha County Human Resources Department.
- ☐ If you choose not to participate in the plan, a COBRA continuation notice will be given to you explaining your options.
- ☐ Not applicable.

**Vision Insurance:**

- ☐ Your premium will be paid through payroll deduction and continue at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha SWCD with a personal check or money order. Please make arrangements with the Wabasha County Human Resources Department.

- ☐ If you choose not to participate in the plan, a COBRA continuation notice will be given to you explaining your options.
- ☐ Not applicable.

**Long-Term Disability Insurance:**

- ☐ Your premium will be paid through payroll deduction and continue at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha County with a personal check or money order. Please make arrangements with the Wabasha County Human Resources Department.
- ☐ If you choose not to participate in the plan, this benefit will be discontinued and is not eligible under COBRA continuation.
- ☐ Not applicable.

**Deferred Compensation:**

- ☐ Your contributions to your deferred compensation plan will continue to be paid through payroll deduction at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha County with a personal check or money order. Please make arrangements with the Wabasha County Human Resources Department.
- ☐ Not applicable.

**Other Payroll Deductions (Wabasha County):**

- ☐ Your contributions will continue to be paid through payroll deduction at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha County with a personal check or money order. Please make arrangements with the Wabasha County Human Resources Department.
- ☐ Not applicable.

**Other Payroll Deductions (Wabasha SWCD):**

- ☐ Your contributions will continue to be paid through payroll deduction at the same level under the PRO Program. If you do not earn enough in a pay period to cover the cost, you will be responsible to pay Wabasha SWCD with a personal check or money order. Please make arrangements with the Wabasha SWCD.
- ☐ Not applicable.

**Leave Accruals:**

Due to your participation in the PRO Program, your vacation and sick leave accrual will be impacted as follows:

- ☐ Your vacation accrual will be pro-rated based on your hours worked. For \_\_\_\_\_ (year/period) the rate of accrual will be \_\_\_\_\_ hours per month and maximum accrual will be \_\_\_\_\_ hours.
- ☐ Your sick leave accrual will be pro-rated based on your hours worked. For \_\_\_\_\_ (year/period) the rate of accrual will be \_\_\_\_\_ hours per month and maximum accrual will be \_\_\_\_\_ hours.
- ☐ Your personal leave accrual will be pro-rated based on your hours worked. For \_\_\_\_\_ year/period) the rate of accrual will be \_\_\_\_\_ hours for the year/period.
- ☐ Your holiday leave will be pro-rated based on your hours worked. For \_\_\_\_\_ (year/period) the rate of accrual will be \_\_\_\_\_ hours per holiday.

**Payout of Accrued Vacation and Sick Time:**

Due to your participation in the PRO Program, your previously accrued sick, vacation, and compensatory time will be handled as follows:

- ✓ Payout of vacation, sick and compensatory time, based on your hourly rate prior to initiating work under the PRO agreement will occur with complete separation based on the applicable personnel policy or union contract.
- ✓ Hourly Rate of \$ \_\_\_\_\_ as of \_\_\_\_\_ (date).

This agreement may be terminated by either party upon 30-day written notice.

\_\_\_\_\_  
Employee Print Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Approved by the Wabasha SWCD Board of Supervisors on \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Supervisor, Wabasha SWCD Board

\_\_\_\_\_  
Date

# **PERSONNEL POLICY HANDBOOK APPENDIX**

## **WABASHA SOIL AND WATER CONSERVATION DISTRICT**

### **UTILIZATION OF PAID LEAVE DURING A PUBLIC HEALTH EMERGENCY**

Conditions may occur where a disease, such as influenza, respiratory illness or other contagious disease, has been declared by the World Health Organization (WHO), Centers for Disease Control (CDC), and/or Minnesota Department of Health (MDH) to be a public health emergency, indicating widespread human infection. When one or more of the above declarations have been enacted, the Wabasha Soil and Water Conservation District Board of Supervisors shall follow the declaration as declared by the Wabasha County Board of Commissioners and have discretion to declare this policy as active.

When declared by Wabasha County the Wabasha Soil and Water Conservation District Board of Supervisors declares this policy to be active, paid leave benefits and SWCD policies would be permitted to the benefit of employees, as follows:

- An employee who has exhausted all paid leave would be allowed to receive an advance of the equivalent of up to 10 days of paid sick leave (up to a maximum of 80 hours, unless a greater amount is approved at the discretion of the SWCD Board of Supervisors) for absence from work due to infection of the public health emergency; and
- An employee may use any available paid leave, in the event where an immediate family member's school or place of care has been closed due to public health emergency and their presence is required to provide care for the immediate family member

For the purpose of this policy, pursuant to Minnesota State Statute 181.9413, immediate family member is defined as the employee's spouse, child (including adult child, stepchild, biological, adopted and foster), grandchild, sibling, parent, mother-in-law, father-in-law, grandparent or stepparent.

All other provisions remain intact, including but not limited to those pertaining to paid leave benefits.

### **Scope**

The Wabasha SWCD Board of Supervisors will follow the Wabasha County Board of Commissioners declaration of a public health emergency.

This policy applies to all regular full-time and regular part-time SWCD employees eligible to earn and use paid sick and vacation leave and is only in effect upon declaration by the County Board of Commissioners (and approved by the Wabasha SWCD Board of Supervisors) and will remain in effect until the Wabasha SWCD Board of Supervisors declares it to be inactive. In making the decisions to invoke and end this policy, the Wabasha SWCD Board of Supervisors will take direction from the Wabasha County Board of Commissioners, after consultation with Emergency Management and Human Resources.

### **Responsibilities**

Employees will receive a copy of this policy at the time that a declaration is made and the policy is being activated. District Manager/Administrative Program Assistant will discuss the policy with staff.

## **Background**

Among prevention strategies associated with influenza and respiratory illnesses, some of the best ways to prevent infection is to avoid being exposed to the virus that causes it. The Minnesota Department of Health strongly encourages people to stay home if they are feeling sick, especially if they are experiencing influenza-like or respiratory symptoms associated with widespread transmission.

Unique circumstances may exist during a declared public health emergency that collectively bargained agreements and policies do not provide adequate guidance. An example of this may be an immediate family member's school or care provider being closed due to a declared public health emergency.

## **Procedures**

The equivalent of up to 10 days of paid sick leave will be advanced to employees who meet the criteria below. The actual number of sick leave hours advanced will be based on the employee's usual work schedule exclusive of overtime and may not exceed 80 hours, unless a higher level is approved by the Wabasha SWCD Board of Supervisors.

- Wabasha County Board of Commissioners has declared activation of this policy (which the Wabasha SWCD Board of Supervisors will follow) consistent with a public health emergency declaration by the World Health Organization, Centers for Disease Control and/or by the Minnesota Department of Health; and
- Employee has an immediate family member affected as a result when a school or place of care has been closed due to public health emergency and their presence is required to provide care for the family member; or
- Employee is experiencing symptoms consistent with the public health emergency, or is caring for an immediate family member experiencing these symptoms; and
- Employee is within the time period the Wabasha County Board of Commissioners (with concurrence by the Wabasha SWCD Board of Supervisors) has declared this policy to be active; and
- Employee has exhausted all of his/her accumulated sick leave, vacation leave, personal leave and compensatory time; and
- Employee has not already received the maximum accrual advance allowed under this policy; and
- Employee has requested the advance of sick leave hours in writing using the attached form.

The advanced hours will automatically be reduced from the employee's future accruals at half rate. Once the advanced hours are paid back, sick leave accruals will again be credited to the employee's balance at their full accrual rate. In the event the employee separates from Wabasha SWCD before the advanced hours have been repaid, the SWCD will deduct the value of the remaining hours (number of hours owed times the employee's hourly rate of pay at separation) from the employee's last pay check.

### Request for Sick Leave Advance during a Declared Public Health Emergency

Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Regularly Scheduled Hours Per Week: \_\_\_\_\_

I am requesting an advance of sick leave hours because:

- I am experiencing symptoms consistent with the declared public health emergency, or am needed to care for an immediate family member experiencing these symptoms; *and*,
- I am within the period the Wabasha SWCD Board of Supervisors has declared this policy to be active; *and*
- I have exhausted all of my accumulated sick leave, vacation leave, personal leave and compensatory time; *and*
- I have not already received the maximum advance hours based on my regular work schedule.

☐ The number of sick leave hours I am requesting is a maximum of 40 hours per week

☐ The number of sick leave hours I am requesting is a maximum of 32-39 hours per week, based on my regularly scheduled hours per week

☐ The number of sick leave hours I am requesting is a maximum of 24-31 hours per week, based on my regularly scheduled hours per week

I am requesting to use advance sick leave for the following days: *(maximum 10 days)*

Date:	Hours:	Date:	Hours:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I agree that the actual number of hours within the maximum specified above will be limited to the actual number of hours needed for this purpose and that they may not be accumulated or used for any other purpose.

I agree that if sick leave hours are advanced to me, the equivalent number of hours I used will be deducted from future accruals and that I will accrued news hours, at half rate, to my sick leave balance until the advanced hours have been fully paid back.

I agree that if I separate from Wabasha Soil and Water Conservation District employment before the advanced hours are fully paid back, the agency will deduct the value of those hours (number of hours owed times my hourly rate of pay at separation) from my last pay check.

Employee's Signature: \_\_\_\_\_

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

**Approval:**

SWCD Office:    Approved ☐    Denied ☐    Reason: \_\_\_\_\_

## **PERSONNEL POLICY HANDBOOK APPENDIX**

### **WABASHA SOIL AND WATER CONSERVATION DISTRICT**

#### **CLOTHING ALLOWANCE**

The Wabasha SWCD Board of Supervisors will provide a maximum of \$150.00 every two calendar years (unless a new hire) toward the purchase of approved (by District Manager) clothing with District and/or County logos. Clothing can be, but not limited too short or long sleeved shirts, jacket, vest or coat.



a maximum of two weeks per calendar year. The District Manager shall inform and take input from the Personnel Committee during this process.

LWOP may be used for time lost due to inclement weather or when an employee has to miss work for legitimate reasons and has depleted his/her personal time off and compensatory time accumulations.

SWCD will continue contributions to health and life insurance premiums even if employee does not have earnings during that period. The employee remains responsible for his/her benefit contributions, such as health and life insurance premiums, while on LWOP. Employees taking LWOP will continue to accrue personal time off benefits for up to 2 weeks per calendar year as though they were on full-time pay status.

A LWOP request needs to be referenced on your time sheet in the pay period in which it is taken, the number of hours used as LWOP and the date used. When a LWOP request is made, the employee, along with the District Manager need to make sure LWOP has not exceeded 80 hour per calendar year.

The SWCD reserves the right to deny LWOP for any employee for any reason. The basis for denial may include, but it not limited to, excessive absenteeism, performance concerns, misconduct or the overall needs of the SWCD.

### **Employee Assistance Program (EAP)**

The EAP provides confidential counseling services that can help you and your dependents cope with such issues as family or relationship problems, parenting difficulties, work-related problems, depression, substance abuse, stress due to natural disasters, and much more.

The Minnesota Counties Intergovernmental Trust (MCIT) continues its partnership with The Sand Creek Group, Ltd., to provide professional counseling services to employees of MCIT members.

These services include:

1. A qualified counselor located in a private clinical office in the county seat or other high density employee location.
2. Confidentiality—only you will know you have called for assistance. You will be read a Tennessen Warning (a notice regarding confidentiality of your call). In order to coordinate your appointment, you will be asked your name, the organization for whom you work and your address.
3. No-cost, immediate and confidential access to the EAP by calling 1.800.550.MCIT. This includes a 24-hour crisis line for emergencies.
4. A face-to-face meeting with a professional counselor within two days of your initial telephone call.
5. Family coverage. Dependents of employees are eligible to use this program.
6. You and your family members will receive up to four counseling sessions per year for each identified problem. If additional or more long-term counseling is needed, the counselor will assist you in obtaining services.

The greatest resource and the greatest expense to an employer are its employees. The EAP is a tool to provide employees with a neutral outside resource to assist in resolving difficult personal issues that may be impacting performance at work.

#### **GIFTS** *(Policy Form Signature Required)*

Employees of the District shall not directly or indirectly solicit, accept, seek, receive, or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service, or promise of future employment or other future benefit from any source, other than the District, that is involved in a contract or transaction which is or may be the subject of official action by the District.

The acceptance of the following shall not be a violation of this section:

1. Gifts of nominal value (\$5 or less);
2. Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
3. Payment of reimbursement expenses for travels or meals that are not reimbursed by the District but which have been approved in advance by the District Manager or Board of Supervisors as part of the work assignment. This includes food or refreshment provided at a meeting, conference, or other event as a normal courtesy to all attendees incidental to the performance of official duty.
4. Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by the employee on their own time for which they are compensated by the District.

Employees and elected officials qualifying as “local officials” pursuant to Minnesota Statutes, section 471.895 (as amended) must comply with the terms of the statute.

A “gift” under these policies generally does not include such items as publicly available discounts and prizes.

#### **USE OF CONFIDENTIAL INFORMATION** *(Policy Form Signature Required)*

An employee of the District shall not disclose or use private, confidential, or other non-public information to further the employee's private interest and shall not accept outside employment or involvement in a business or activity that may require the employee to disclose or use such information.

#### **USE OF PROPERTY** *(Policy Form Signature Required)*

Employees shall not use or allow the use of District time, supplies, or District owned or leased property and equipment for unauthorized personal convenience, the employee's private use, profit, as part of secondary employment, or any other use not related to the business of the District, except as provided by law.

#### **REVIEW OF POTENTIAL CONFLICTS OF INTEREST** *(Policy Form Signature Required)*

When an employee believes there is a potential for a conflict of interest, it is the employee's duty to have the situation reviewed by the District Manager before the employee takes any action that may violate this policy. A conflict of interest shall be deemed to exist when a review of the situation by the employee and the District Manager results in a determination that the employee's action or outside employment violates any provision of this policy or any one or more of the following conditions are present:

1. The use for private gain or advantage of agency time, facilities, equipment, supplies, prestige or influence of the District.
2. Receipt by the employee of any money or other things of value, except as allowed by subparagraph (2) above, from anyone other than the District for the performance of an act which the employee would be required or expected to perform in the regular course of business of District employment or as part of his or her duties as an employee.
3. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee, or by the District.
4. The performance of an act in other than the employee's official capacity which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee, or by the District.

**RESOLUTION OF CONFLICT OF INTEREST** *(Policy Form Signature Required)*

If the employee or the District Manager determines that a conflict of interest exists or that there is a potential conflict of interest, policy must be followed, and the employee must cease all activities in violation thereof. If the employee believes that there is an unfair determination of a conflict of interest, the grievance policy may be followed.

**EMPLOYEE EXPENSE REIMBURSEMENT** *(Policy Form Signature Required)*

**TRAINING AND EDUCATION EXPENSES:** Employees may have the opportunity for training and developmental activities that shall improve their job skills and knowledge. Training and workshops will be approved at the discretion of the District Manager. Training/workshop registration and fees will be paid in full by SWCD. If the cost is greater than \$500, it shall be brought to the SWCD Board of Supervisors for approval.

**MILEAGE AND DISTRICT VEHICLE USE:** SWCD vehicles may be available at times for officially approved activities and employees are encouraged to use the SWCD vehicles when available. Reasonable use of a District vehicle is permitted during out-of-town/overnight meetings. All employees who drive a SWCD vehicle must have a valid driver's license. No employee may use the SWCD owned vehicles for personal use.

Parking fees for meetings/trainings are eligible expenses that the District will reimburse the employee.

Employees are responsible for paying any parking tickets or other traffic violation fines incurred while operating a District vehicle or when using their own personal vehicle for District business.

Employees operating a SWCD owned vehicle or a private vehicle for SWCD business are prohibited from using cell phones while operating such vehicles. If an employee finds it necessary to use a cell phone while operating a SWCD owned vehicle or a private vehicle utilized for SWCD business, the employee must pull over and park the vehicle in a safe location prior to doing so.

The use of SWCD/USDA systems shall be avoided while operating a SWCD vehicle or personal vehicle to conduct SWCD business. Employees are prohibited from using any equipment, including cellular phones and iPads/tablets to send or read text messages or emails while driving. Employees must adhere to all federal, state, and local laws and guidelines regarding the use of such devices at all times.

Prior approval is necessary from the District Manager when SWCD employees use personal vehicles in the line of duty, employees will be reimbursed for mileage in the performance of officially approved activities at the prevailing federal mileage rate. The mileage will be determined by calculating the distance from the employee's home or SWCD office, whichever is shortest, to the destination and back. Employees shall submit their mileage and associated meetings/trainings on reimbursement forms provided by the Wabasha SWCD.

**MEAL ALLOWANCES** – Employees in travel status outside of Wabasha County (The regular work area) to attend or perform a job-related function shall be reimbursed for the actual cost of their meal/s. Employees must meet the following conditions to be eligible for a meal reimbursement.

1. Breakfast – Breakfast reimbursements may be claimed only if the employee is on assignment away from the Wabasha SWCD office in a travel status overnight or departs from the Wabasha SWCD office on work related business prior to 6:00 a.m.
2. Noon Meal – To be eligible for noon meal reimbursement, the employee must be out of Wabasha County on work related business over the normal noon meal period.
3. Dinner – Reimbursement may only be claimed if employee is away from the Wabasha SWCD on a job-related assignment outside of Wabasha County after 7:00 p.m.

Itemized receipts must accompany voucher request for reimbursements. Eligible vouchers will be paid once a month after the SWCD board meeting.

Maximum Meal Rates as of January 24, 2019

- Breakfast \$9.00
- Lunch \$11.00
- Dinner \$20.00

Subject to change without notice

Employees must take the provided unpaid meal period of one-half hour toward the middle of the 8-hour workday.

Scheduled lunch breaks that are provided at meetings and training sessions are not considered working lunches. Employees are entitled to a one-half hour lunch. Meal expense reimbursement is subject to the previously listed conditions.

The unpaid meal period is not bankable and should not be used to leave early at the end of the day unless previously authorized by the District Manager or the employee was unable to take their designated half-hour lunch break due to unforeseen work duties.

When an employee chooses not to take advantage of meals or other benefits already paid for or included in registration fees and therefore creates additional expenses, those expenses shall not be eligible for reimbursement. Meal costs that are specific to certain events, meetings, trainings that may exceed maximum allowed meal rates may be paid for by the district as approved by the district manager. No employees will work instead of utilizing the unpaid half hour meal period to accrue comp

time.

**LODGING AND REGISTRATION EXPENSES:** Lodging and registration expenses for trainings and meetings are to be approved by the District Manager and if over \$500 by the SWCD Board of Supervisors. Receipts and proof of payment are required if reimbursement is necessary.

When an employee chooses not to take advantage of other benefits already paid for or included in registration fees and therefore creates additional expenses, those expenses shall not be eligible for reimbursement.

**OFFICE CREDIT CARD POLICY** *(Policy Form Signature Required)*

The Wabasha SWCD may provide their employees with an office credit card to be used only for official District business and may be requested from the district manager for those occasions. This policy sets out the acceptable and unacceptable uses of such credit cards:

1. Use of District issued credit cards is a privilege that may be withdrawn at any time, with or without cause. Upon an employee's termination of employment at the District, all cards must be returned to the District Manager.
2. The employee in possession of the District credit card is solely responsible for all purchases on the card and for ensuring the card is not used by unauthorized personnel. Card numbers may not be distributed and should not be saved in online accounts.
3. Any District credit card issued to an employee must be used for business purposes only, and for purposes in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business purpose. Non-business purchases are considered any purchases that are not for the benefit of the SWCD.
4. In the event a District employee accidentally uses their District credit card for a personal expense, they must immediately alert the District Manager and the employee shall immediately reimburse the District for the expense. Documentation of the reimbursement must be attached to the credit card statement.
5. Employees must provide receipts/invoices/packing slips for items, goods or services rendered while using the SWCD credit card. Failure for an employee to provide receipts/invoices/proof of purchase may result in the employee being held personally responsible to pay back the District.
6. The following purchases are prohibited including but not limited to: weapons, gift cards, alcohol, charitable contributions, explosives, political contributions, cash advances and/or cash.
7. Fraudulent use of a District credit card is strictly prohibited. The term "fraudulent use" refers to the use of the card with a deliberately planned purpose and intent to deceive and thereby gain a wrongful advantage for oneself or others. In addition to the District receiving reimbursement from the cardholder, any or all of the following actions may occur when fraudulent use of the card occurs:
  - a. Immediate suspension of card privileges.
  - b. Removal of cardholder's purchasing authority.
  - c. Formal disciplinary action, which may result in the termination of employment.
  - d. Any actions deemed appropriate by the District, including criminal prosecution.

## **SECURITY**

Every user must maintain the security of the District information technology systems and the federal USDA system used by District staff. District staff who are assigned a LinkPass by the USDA are required to complete Security training through AgLearn and adhere to standards required. Users shall not divulge passwords or security protocols to anyone without the written authorization of the District Administrator. Users shall not permit others to use their passwords or access to the District's information technology systems.

Users who inadvertently receive or access inappropriate, unsolicited e-mails or other materials that are prohibited by law or this Policy shall report the receipt or access of such material to the District Manager within one (1) business day. Users shall report all lost or stolen devices with access to or containing District information to District Manager and or the District Conservationist within one (1) business day.

In the event that physical wiping of data by the District is impractical or impossible, such as in the case of a lost or stolen device, the District expressly reserves the right to remotely wipe data from mobile devices, regardless of ownership of the mobile device. Users are expressly made aware that physical or remote wiping of data from mobile devices may cause loss of personal data or damage to the mobile device, and that the District expressly disclaims all responsibility and liability for any loss of data or damage resulting from remote or physical wiping of mobile devices pursuant to this Policy. Employees should not have any expectations of privacy on assigned District or USDA owned technology systems and equipment.

## **ENFORCEMENT**

Violations of this policy may result in discipline up to and including suspension or dismissal. Additionally, violations of this policy may subject the violator to criminal prosecution under federal and/or state criminal and civil liability. The District reserves the right to limit or remove any user's access to the District information technology systems at any time for any reason.

## **DRESS CODE/PRESENTABLE APPEARANCE**

The Wabasha SWCD takes pride in its employees. Physical appearance, dress and outward action influences the image of SWCD that is presented to the public. Employees should dress appropriately for their job positions and be well groomed. Jobs involving physical labor may involve a different standard of dress than office work.

Such employees may be required to wear safety equipment and/or clothing.

Office attire shall be clean and neat. Clothing should address casual, semi-casual or at times professional dress.

1. Casual dress such as jeans, t-shirt, etc. is appropriate for work. The jeans need to be neat, clean, without holes and appropriate. T-shirts will be free of sayings that make reference to alcohol, tobacco, etc. Name brand clothing with a logo is acceptable. Shorts are not acceptable office attire. Clothing that is inappropriate will be addressed with the employee by the District Manager.
2. Semi-casual dress for work will be neat, clean and appropriate.
3. Professional dress is always appropriate. Such attire would consist of dress shirt, ties, suits,

or any business attire.

4. Attire that will not be accepted is t-shirts and caps displaying inappropriate sayings or graphics or suggestive clothing.
5. All employees must be neat and clean in appearance while at work and performing duties for the District.

#### **CLOTHING ALLOWANCE**

Clothing for purposes of this policy refers to identifying clothing for an employee, which is required as a condition of employment or volunteering and may not be work or adaptable to general usage as ordinary clothing. It does not refer to dress codes or standardization of employee appearance. The decision to provide a clothing allowance is at the sole discretion of the Wabasha SWCD Board of Supervisors.

Some items utilized to determine the decision to provide clothing are:

- the necessity for the general public to identify particular employees
- the necessity for the employee to do all functions of their job

Allowance or payments made under this policy for clothing, whether paid directly to a vendor, directly to employees or reimbursement to employees.

Based on IRS guidelines in the Taxable Fringe Benefit Guide, a clothing allowance or payment is NOT considered taxable if wearing the item is a condition of employment, and it is not work for general use and the District requires the employee to substantiate the allowance within a reasonable period of time the date, time, place, amount and business purpose of the expense. Verification is generally done through documentary evidence such as bills, receipts, canceled checks or similar items.

The Wabasha Soil and Water Conservation District may choose to:

- grant a biennial clothing allowance for purchase of the clothing;
- provide funds to reimburse the employee for the purchase of the clothing under a method that meets the rules of an IRS Accountable Plan (considered non-taxable);
- buy clothing for the employee (considered non-taxable).

The Wabasha SWCD shall provide funding (as designated in the Personnel Policy Appendix) every two calendar years (unless a new hire) toward the purchase of approved clothing.

#### **CODE OF ETHICS and CONFLICT OF INTEREST POLICY** *(Policy Form Signature Required)*

All employees are expected to show courtesy and consideration to their fellow employees and members of the public during the performance of their job duties. Following are standards of the SWCD to maintain the code of ethics and conflict of interest policy.

1. An employee shall not receive direct or indirect benefits, privileges, exemption or advantages for them or their immediate family because of employee's position.
2. An employee shall consult the District Manager prior to engaging in other employment, activity, or enterprise for private gain. This will assure that SWCD time, facilities, equipment or supplies will not be used. Employment by a business that is directly or indirectly

associated with SWCD will not interfere in any way with the full performance of duties and responsibilities of said position.

3. An employee shall not use private, confidential, or other non-public information, to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use such information.
4. An employee shall not use or allow the use of District time, supplies, or District owned or leased property or equipment for the employee's private interest, private business, or any other use not in the interest of the District, except as provided by law.
5. Employee access to and use of electronic tools such as phones, email and the internet is intended for business-related purposes. Limited and reasonable use of these tools for occasional employee personal purpose that does not result in any additional costs of loss of time or resources for their intended business purpose is generally permitted, but may be prohibited in certain situations, at the District's sole discretion.
6. Employees are responsible for appropriate use of time, telephones, cellular telephones, computers, printers, paper, pens, stationery, facsimile machines, and pages. They are expected to adhere to the highest ethical standards when conducting District business and to follow the Code of Ethics.
7. The District Manager is responsible for ensuring the appropriate use of all District property, including e-mail and internet access through training, supervising, coaching and taking disciplinary action, when necessary.
8. Employees must comply with the conflict of interest provisions of Minnesota Statutes § 382.18 prohibiting the interest in contracts, and Minnesota Statutes § 10A.07 regulating conflict of interest.
9. Employees will be required to sign a Conflict of Interest form, which will be reviewed annually, to acknowledge the policy. Any disclosures of Conflict of Interest can be made at this time or at any time during the year.

**ELECTRONIC COMMUNICATIONS and COMPUTER USE POLICY** *(Policy Form Signature Required)*

Information technology offers a wealth of resources for employees and agents of the SWCD. Like any tool, these technologies may be misused. Proper use of SWCD's information technology is the sole responsibility of the individual user. Misuse of SWCD's information technology systems may lead to revocation of the employee or agent's access to technology and possible discipline, including suspension, reprimand, termination, and/or criminal prosecution.

**A. Scope**

This Policy shall apply to all users of SWCD's information technology systems, including but not limited to employees, agents, administrators, board members, and volunteers. This Policy shall apply to the use of, and access to, SWCD's information technology systems from any location and by any means. This Policy shall apply to any and all users of the SWCD network or Internet access, regardless of the ownership of the device used to connect to the SWCD network. This Policy specifically applies to all employee-owned mobile electronic devices that access SWCD's information technology systems, including but not limited to, cellular phones, tablets, PDAs, and laptops.



SWCD's information technology systems (also referred to as the "SWCD system" or "SWCD network") entail all mechanical and electronic systems owned or leased by SWCD that create, store, modify, and transmit information, including, but not limited to, stationary and portable computers, networks, Internet access, cell phones, and voice messaging systems. SWCD's information technology systems also entail all information, data, and files, created, stored, modified, or transmitted by SWCD information technology systems. This includes information used and stored on the USDA system used by the SWCD staff.

#### **B. Systems/Property Rights**

The information, communication, processing, and storage resources provided by SWCD are the sole property of SWCD. Files, data, and other communication created, originating from, or stored on SWCD's hardware, software, computer disks, or other electronic systems are also the property of SWCD. Equipment and software leased from others by SWCD are considered SWCD's property for the purposes of this Policy. SWCD's ownership and control over its systems shall apply regardless of how and where a user accesses SWCD's systems.

All work products created through the use of the SWCD system are the property of SWCD. Any materials developed, composed, sent, or received using SWCD equipment, resources, or the SWCD network will remain the property of SWCD.

#### **C. Privacy**

The use of the SWCD system is not private. Internet access and messages sent are subject to logging, monitoring, interception, and forwarding, which is beyond the control of the user. Although logs and e-mail messages may appear to the user to have been deleted, the message or the data that it contained may nevertheless continue to exist in the network in which the resources are connected. Stored logs, e-mail messages and other computerized data are discoverable documents, which may be exchanged in litigation. The content of logs or e-mail messages may subject the user to civil liability, discipline, and/or criminal sanctions. SWCD can and will inspect information and files stored, processed, or communicated by or through its information systems without further notice to its users. **Users of SWCD's information technology systems shall have no expectation of privacy related to such use.**

Users are advised that all data stored or transmitted over SWCD's network, including the data's use, retention, and disclosure, are or may be subject to Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"). Employees will be subject to discipline, up to and including termination of their employment, for violations of the MGDPA.

Users are placed on notice that the forwarding of private or confidential data to home e-mail addresses or automatic forwarding of SWCD e-mail is not permitted. All users shall exercise care to ensure such data is only sent to appropriate persons. "Reply All" should be used sparingly. All e-mails should be "single subject" to ensure that private data on more than one person is not contained in the same e-mail.

#### **D. Content and Expectation of Careful Use**

Users shall be responsible for the content of all text, audio, and video created, viewed, transmitted, downloaded, or otherwise accessed using the SWCD system. Messages shall

contain the user's identity and should be written with the same professional manner as any hard-copy correspondence.

SWCD provides telephone, Internet access, and e-mail to speedily conduct the business of SWCD. Use of SWCD systems will be granted by supervisors with regard to job function. Once given access, users are expected to use these systems in a responsible manner at all times. All usage must withstand public scrutiny without embarrassment to SWCD.

SWCD employees should use reasonable consideration and respect for SWCD clients, vendors, and employees when placing or accepting phone calls, text messages, or any other electronic communications. These actions should be avoided while in meetings or when dealing with clients, except in situations where there is an emergency.

#### **E. Unacceptable Use**

All SWCD information technology systems must be used only for SWCD business-related purposes.

Limited Personal Use Exception for Employees: Minimal personal use by employees during non-duty hours may be authorized, in writing, by the District Administrator. Such use must comply with all other requirements of SWCD policies and must not interfere with workplace productivity.

Users shall not use SWCD's information technology systems, including, but not limited to, computers, equipment, internal or external e-mail, or Internet access for any of the following purposes:

1. To access, upload, download, transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials, or materials containing unclothed or partially clothed people unless in an official capacity while investigating crimes.
2. To transmit or receive obscene, abusive, or sexually explicit language or profanity unless in an official capacity while investigating crimes.
3. To violate any local, state or federal law or engage in any type of illegal activity.
4. To vandalize, damage or disable the property of another person or organization, including but not limited to property owned by SWCD.
5. To access the materials, information or files of another person or organization without permission.
6. To violate any applicable state, federal and international copyright, trademark or intellectual property laws and regulations or otherwise use another person or organization's property without prior approval or proper attribution consistent with copyright laws, including unauthorized downloading or exchanging of pirated or otherwise unlawful software or copying software to or from any SWCD computer.
7. To engage in any form of gambling.
8. To engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment or discrimination based upon race, gender, sexual orientation, religion, national origin, marital status, status with respect to public

assistance, disability or any other type of harassment or discrimination prohibited by law and SWCD policy.

9. To engage in any type of commercial enterprise unrelated to the specific purposes and needs of SWCD.
10. To engage in any form of solicitation without the express prior written consent of the District Manager or the SWCD Board of Supervisors.
11. To promote any political or private causes, or other activities that are not related to the business purpose of SWCD.
12. To enter into financial or contractual obligations without the express prior written consent of the SWCD Board of Supervisors. Any financial or contractual obligation entered into by a user without the express prior written consent of the SWCD Board of Supervisors shall be the sole responsibility of the user.
13. To review or access any materials related to, obtaining, or using any controlled substances or products such as alcohol which may not lawfully be used or consumed by minors, without the express prior written permission of the District Administrator.
14. To advocate or access information advocating any type of unlawful violence, vandalism, or illegal activity, without the express prior written consent of the District Manager.
15. For employees to engage in job search activities for positions outside of SWCD.
16. To defame another or in any manner that harms the reputation of SWCD.
17. To engage downloading or uploading personal photographs under any circumstances.
18. To engage in personal activities, including but not limited to, shopping, banking, accessing social media, social networking, personal e-mail, and any other personal use **except on a minimal basis** during designated lunch periods and break periods.
19. To download any computer programs or applications onto the SWCD system without permission from the District Manager.

#### **F. Access Rules**

Users shall not use any means or protocols of accessing SWCD information technology systems other than the means of access or protocols that are supplied and made available to the user by SWCD or that are authorized in writing by the District Manager or his/her designee.

Users shall only use software, including but not limited to e-mail applications and web browsers that are supplied by SWCD.

Employee users shall not install hardware or software on SWCD's systems without the express prior written permission of the District Manager or his/her designee.

Users shall not access, modify, or delete the files belonging to other users. Users shall use only the usernames provided by SWCD.

Users may not forward e-mail chain letters or personal, non-business e-mails.

All use of the computers, equipment and Internet access of SWCD shall be in compliance with all

other SWCD policies.

Employee access shall be subject to such additional rules, limitations, and conditions as may be set by their individual supervisor(s) and/or the District Manager.

#### **G. Security**

Every user must maintain the security of the SWCD information technology systems. Users shall not divulge passwords or security protocols to anyone without the written authorization of the District Manager. Users shall not permit others to use their passwords or access to SWCD's information technology systems.

E-mail communications and text messages and other applications via cellular telephones are vulnerable to interception. Private or confidential information shall not be transmitted via e-mail without the permission of the District Manager. Private or confidential information shall not be transmitted using text messages, Snapchat or other applications via cellular phones.

Users who inadvertently receive or access inappropriate, unsolicited e-mails or other materials that are prohibited by law or this Policy shall report the receipt or access of such material to the District Manager within one business day.

#### **H. Passwords**

It is SWCD's goal to provide a secure environment for all SWCD data, hardware, and software programs. To produce security for our computerized environments all employees must maintain password protocols and procedures, as follows:

1. Passwords must be maintained by individual employees. SWCD will assign initial passwords when the employee is activated to the system. The first time a new employee signs onto the system, he or she shall change their password from the initial password to his or her own unique password.
2. Employees should be aware that even though they have a confidential password, this does not mean that the data contained on or transferred over the SWCD network is the property of the employee. SWCD retains the right to access any employee's password or other electronic data contained on the SWCD network at any time, with or without notice or suspicion, and for any reason.
3. Employees are responsible for the security of their passwords.
4. Passwords that are obvious, such as nicknames, dates of birth, names of family members or pets, or hobbies shall not be used.
5. Passwords must not be shared with another person without approval of the District Administrator. The only exception should be for testing by IT staff to resolve problems. If a password is shared for this purpose, it shall be changed by the employee when the testing is completed.
6. SWCD or system software may require the changing of passwords on a periodic basis and may specify a minimum length and format.

#### **I. Enforcement**

Violations of this Policy may result in discipline, up to and including immediate termination.

Additionally, violations of this Policy may subject the violator to criminal prosecution under federal and/or state criminal and civil liability. SWCD reserves the right to limit or remove any user's access to SWCD's information technology systems at any time for any reason.

**J. Disclaimer/User Liability**

While SWCD has adopted and shall enforce this Policy to the extent practicable, it does not have the resources or technical capability to ensure complete compliance by its users, who shall be solely and individually responsible for following the terms of this Policy.

SWCD shall not assume and hereby expressly disclaims liability for the misuse of its information technology systems, including but not limited to Internet access, which violates this Policy or any law.

SWCD expressly disclaims any liability resulting from any of the following:

1. Financial obligations resulting from the use of SWCD accounts to access the Internet or any other financial obligation entered into on behalf of SWCD by an unauthorized individual.
2. Damage to property used to access SWCD computers, networks, equipment or online resources.
3. Information received by users through SWCD computers, equipment, online resources, or Networks, including information received from other networks and systems maintained by other organizations, including but not limited to the State of Minnesota.
4. Damages, injuries, or improper communications resulting from contact between individuals, including agents, through the Internet, e-mail, or use of SWCD equipment, computers, or systems.

**EMPLOYEE PERFORMANCE, DISCIPLINE and DISCHARGE POLICY**

**A. Policy Statement**

Employees are expected to maintain high standards of cooperation, efficiency and integrity in their work with the SWCD. If an employee's conduct fails to meet the standards, the employee may be issued a performance improvement plan or a disciplinary action, depending upon the circumstances and subject to the discretion of the District.

**B. Performance Improvement Plan**

The District Manager, in consultation of the Personnel Committee, may issue a performance improvement plan (PIP) to an employee following a performance evaluation or due to performance problems or conduct issues that arises. Employees who fail to correct problems set forth in a PIP will be subject to disciplinary action. PIPs may be characterized as non-disciplinary if issued alone or with a performance evaluation, or disciplinary if issued in conjunction with a reprimand or suspension. A copy of the PIP shall be provided to members of the Personnel Committee. Non-disciplinary PIPs shall not be grievable. If the employee does not agree with the PIP, the employee may have a rebuttal statement placed in his/her personnel file. Nothing in this section shall be construed as requiring the issuance of a PIP. The District may discipline or terminate an employee for performance problems of misconduct, as it sees fit, with or without notice.

## II. **DISCIPLINE GUIDELINES**

1. Disciplinary action shall be in one or more of the following forms, although not necessarily in the following order, reprimand, suspension, demotion or discharge, as appropriate to the circumstances.
2. The tenure of SWCD employees is based on reasonable standards of job performance and personal and professional conduct. Failure or refusal to meet these standards may lead to disciplinary action.
3. All employees are at-will and may be disciplined or discharged as the Board of Supervisors sees fit.

## III. **EXAMPLES OF CONDUCT WARRANTING DISCIPLINE**

The following actions are considered violations of SWCD rules of conduct or otherwise grounds for disciplinary action. The following list is **not intended to be exhaustive** but rather is only illustrative of examples of misconduct subject to disciplinary action up to and including discharge:

1. Misconduct or insubordination.
2. Carelessness in the handling or control of SWCD property or the appropriation of such property for personal use without adequate payment therefore.
3. Unapproved absence from duty.
4. Acceptance of a gift under circumstances where an employee would reasonably infer that the giver expected or hoped for preferred or favored treatment in an official matter. Abuse of position to achieve personal, political or financial gain.
5. Dishonesty in performance of duties.
6. Refusal to sign a warning notice or written notice of action following a grievance hearing by the Board adverse to the employee.
7. Violation of SWCD policies or procedures.
8. Unauthorized use of drugs or intoxicating beverages while on duty or engaging in any activities on behalf of the SWCD and/or excessive use of these substances off duty that is detrimental to the performance of duties.
9. Conviction of a felony or gross misdemeanor or any other crime which impacts public integrity.
10. Theft of public property, pilferage, or other unauthorized removal of public property from a public building or premises for private use, including misuse of employee time or SWCD equipment for non-business purposes without written authorization of the employee's supervisor.
11. Sexual, racial, ethnic or any other form of unlawful harassment or discrimination in violation of SWCD policy against any SWCD employee or the public in performance of SWCD duties,

or reprisal towards a person making a complaint or participating in the investigation of a complaint of such harassment or discrimination.

12. Any false statement, misleading or omitted data made on the application for employment or other document submitted in the course of employment
13. Incompetency or inefficiency in the performance of duties.
14. Violation of trust, insofar as abuse of the provisions of these personnel policies or the reasonable rules, procedures and expectations of the employee's supervisor or the SWCD Board of Supervisors.
15. Acts of being disrespectful, insulting and abusive, including the use of inflammatory language dealing with the public or any SWCD personnel.
16. Disclosure of private, nonpublic or confidential information in violation of the Minnesota Government Data Practices Act or other law.
17. Failure to respond to, correct, or change behavioral patterns which have been brought to the attention of the employee by the employee's supervisor or SWCD Board of Supervisors, either formally or informally.
18. Using or threatening to exert unethical pressure on any SWCD employee or officer in securing promotion, transfer, leave of absence, increased compensation, or other favors.
19. Acting in a manner specified above which tends to lower discipline or morale within the SWCD and adversely affects the rendering of prompt, courteous, and efficient public service by the SWCD and its employees.
20. Engaging in unapproved outside employment.
21. Falsification of records.
22. Violation of the SWCD's policy regarding the use of the Internet and other technology.
23. Taking action or making statements to discourage another person to withhold information from the District Administrator or SWCD Board of Supervisors.
24. Violation of the provisions of any law, rule or regulation bearing on the employee's job duties.
25. Inability to perform the essential functions of the employee's position with or without reasonable accommodation of a disabling condition.
26. Physical violence during work hours, while performing duties on behalf of the SWCD, while attending a paid training activity or seminar or outside of work hours towards an individual if the conduct is related to the employee's job.
27. Violation of the Code of Ethics.
28. Other grounds that the Board, in its discretion, deems sufficient.

In addition, disciplinary action may be taken for reasons specifically defined by rules other than those listed here or for any other action, malfeasance or nonfeasance which is detrimental to the interest of the SWCD.

This listing is not intended to be comprehensive and employees may be disciplined for misconduct or incompetence not specifically listed.

**Employment at the SWCD may be terminated at the will of either the employee or the SWCD, at any time, and for any reason or no reason.**

1. The degree of discipline administered will depend on the severity of the infraction and shall be in accordance with any applicable SWCD policies and procedures as well as local, state or federal laws and regulations.
2. It is the responsibility of the District Manager or supervisor to thoroughly evaluate the circumstances and facts as objectively as possible and then apply the most suitable form of discipline.

**IV. ADMINISTRATIVE LEAVE WITH PAY**

At the discretion of the District Manager, an employee of the SWCD may be placed on administrative leave with or without pay and benefits pending investigation of allegations of misconduct, depending upon the nature and severity of the conduct. Such leave is not a disciplinary action and shall not be subject to appeal. If the charges are not sustained, the employee will be restored to duty.

**V. GRIEVANCE APPEALS OF DISCIPLINE**

Disciplinary actions may be appealed pursuant to the grievance procedure within ten (10) calendar day.

**EMPLOYEE DISCIPLINE and DISCHARGE POLICY ON OFFENSIVE CONDUCT, HARASSMENT and VIOLENCE**

**I. General Statement of SWCD Policy Against Offensive Conduct, Harassment and Violence**

It is the policy of the SWCD to maintain an environment that is free from offensive conduct, harassment and violence based on race, color, creed, national origin, gender, religion, disability, age, marital status, status with regard to public assistance, familial status or sexual orientation. The SWCD prohibits any form of religious, racial, color, creed, sexual, gender, marital status, age, national origin, status with regard to public assistance, sexual orientation or disability discrimination, harassment and violence.

It shall be a violation of this policy for any employee, agent, officer, commissioner or other elected official of the SWCD to engage in offensive or harassing verbal or physical conduct of a sexual nature or regarding race, color, creed, national origin, gender, religion, disability, age, status with regard to public assistance, marital status or sexual orientation towards any SWCD employee, officer, agent, or member of the public seeking public services or public accommodations.

It shall be a violation of this policy for any SWCD employee, agent, officer, commissioner or other elected official to inflict, threaten to inflict, or attempt to inflict sexual violence or violence based on religion, race, color, creed, gender, marital status, status with regard to public assistance, sexual orientation, age, national origin or disability, upon any employee, agent, officer, or member of the public seeking services or accommodation from the SWCD.

The SWCD will act to investigate all complaints, either formal or informal, verbal or written, of offensive, harassing or violent conduct of a sexual nature or based upon religion, national origin,



race, color, creed, gender, sexual orientation, marital status, status with regard to public assistance, age, or disability, and to discipline or take appropriate action against any employee, agent, officer, commissioner or other elected official who is found to have violated this policy.

## **II. OFFENSIVE CONDUCT, HARASSMENT AND VIOLENCE DEFINED.**

### **A. Sexual Gender Based Offensive Conduct or Harassment: Definition:**

- i. Sexual/Gender based offensive conduct/harassment includes unwelcome physical or verbal conduct relating to an individual's gender or directed at an individual because of gender, unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual or gender biased nature when:
- ii. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, public services or public accommodations;
- iii. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public services or public accommodations; or
- iv. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or use of public services or public accommodations or creating an intimidating, hostile or offensive employment, public service or public accommodation environment.
- v. Examples of sexual/gender harassment may include but are not limited to:
  1. Unwelcome verbal remarks, jokes or innuendoes of a sexual nature or based upon gender;
  2. Unwelcome pressure for sexual activity;
  3. Unwelcome, sexually motivated or inappropriate patting, pinching, or other physical contact;
  4. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or access to public services or public accommodations;
  5. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises or preferential treatment with regard to an individual's employment or access to public services or public accommodations;
  6. Any sexually motivated unwelcome touching;
  7. Distribution or display of written materials, pictures or other graphics of a sexual or gender biased nature;
  8. Other unwelcome behavior or words directed at an individual because of gender.

B. Sexual Violence: Definition:

- i. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts including the genital area, groin, inner thigh, buttocks or breasts, as well as the clothing covering these areas.
  - ii. Sexual violence may include, but is not limited to:
  - iii. touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - iv. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
  - v. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.
  - vi. assault upon another because of, or in a manner reasonably related to, gender.
- C. "Disability" means any condition or characteristic that renders a person a disabled person under the Minnesota Human Rights Act or the ADA. A disabled person is any person who (1) has a physical, sensory, or mental impairment which materially limits one or more major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment
- D. "Marital status" means whether a person is single, married, remarried, divorced, separated or a surviving spouse and in employment cases includes protection against discrimination on the basis of identity, situation, actions, or beliefs of a spouse or former spouse.
- E. "Status with regard to public assistance" means the condition of being a recipient of federal, state or local assistance, including medical assistance, housing subsidies, AFDC or general assistance.
- F. Sexual Orientation Based Offensive Conduct/Harassment and Bias  
"Sexual Orientation" means having or being perceived as having an emotional, physical or sexual attachment to another person without regard to the sex of that person or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness.  
"Sexual orientation" does not include physical or sexual attachment to children by an adult.
- G. "Familial status" means the condition of one or more minors living with (1) their parent or parents or the minor's legal guardian or (2) the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. These protections also apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
- H. Protected class status Based Offensive Conduct/Harassment and Bias Offensive Conduct or harassment in violation of this policy may occur when it is based upon an individual's race, national origin, familial status, gender, religion, disability, age, marital status, familial status, status with regard to public assistance or sexual orientation.

1. submission to conduct or communications of a derogatory, harassing or biased nature based on the protected status is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining access to public services or public accommodations;
2. submission to or rejection of conduct or communication of a derogatory, harassing or biased nature, based on the protected status by an individual is used as a factor in decisions affecting that individual's employment or access to public services or public accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on the protected status has the purpose or effect of substantially interfering with an individual's employment or use of public services/accommodations or creating an intimidating, hostile or offensive employment or public service/accommodation environment.

### **III. APPLICABILITY: OFFENSIVE CONDUCT, HARASSMENT OR BIAS MAY OCCUR:**

- A. Between a supervisor and an employee;
- B. Between co-employees;
- C. Between an employee or supervisor and a member of the public seeking to obtain or use public services/accommodations;
- D. Between an official and employee or member of the public receiving or seeking public services/accommodations.
- E. Against an employee or supervisor by a vendor;
- F. Between an agent of the SWCD and an employee, supervisor, official or member of the public.

### **SWCD REPORTING PROCEDURES**

Any person who believes he or she has been the victim of offensive conduct of a sexual nature, sexual harassment or harassment or bias based on race, color, creed, national origin, gender, religion, disability, age, marital status, familial status, status with regard to public assistance, or sexual orientation by an employee, agent, official, commissioner, or other elected official or any person with knowledge or belief of conduct which may constitute such harassment or bias toward an employee, official or member of the public seeking or receiving public services or accommodations, shall report the alleged conduct immediately to an appropriate official designated by this policy and as explained below.

The SWCD encourages the reporting party or complainant to use the report form available, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the District Manager.

### **IN GENERAL**

1. The Wabasha SWCD Board of Supervisors hereby designates the District Manager, as the representative to receive reports under this policy.
2. If the complaint involves the District Manager, the complaint shall be filed directly with one of the SWCD Personnel Committee Members.
3. The Wabasha SWCD Board of Supervisors shall make available the contact information

for the District Manager and Personnel Board Members, including mailing address and telephone numbers in its offices.

Submission of a good faith complaint shall not affect the reporter's future employment or access to public services or public accommodations.

Use of formal reporting forms is not mandatory.

SWCD will process complaints made under this policy as discreetly as possible, consistent with SWCD's legal obligations and the necessity to investigate allegations of discriminatory harassment and violence and take disciplinary action when the conduct has occurred.

### **INVESTIGATION**

By authority of the SWCD Board of Supervisors, Personnel Committee, the District Manager, upon receipt of a report or complaint under this policy, shall undertake or authorize an investigation. The investigation may be conducted by SWCD Personnel Committee, District Manager or by a third-party designated by the SWCD Board of Supervisors.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, SWCD Personnel Committee should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and the surrounding circumstances.

In addition, SWCD officials may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

SWCD's Personnel Committee or District Manager shall make a written report to the SWCD Board of Supervisors. If the complaint involves the District Administrator, the report may be filed directly with the SWCD Board of Supervisors, by one of the Personnel Committee members. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

### **ACTION**

SWCD Personnel Committee will take such action as appropriate based on the results of the investigation. In the event that the investigation establishes that a violation of this policy has occurred, disciplinary action may be taken.

### **REPRISAL**

SWCD Personnel Committee will discipline (up to and including termination) or take appropriate action against any person who retaliates against anyone who makes a report under this policy or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment, bias or violence. Retaliation includes, but is not

limited to, any form of intimidation, reprisal or harassment.

#### **DRUG, ALCOHOL & TOBACCO POLICY**

1. The District is committed to an alcohol and drug-free workplace. Employees are required to abstain from using alcoholic beverages, mood-altering drugs, and drugs that adversely impact performance, prior to the start of their workday, during the work period, during lunch and other work breaks. Any violation of this policy shall result in disciplinary action, up to and including termination.
2. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. For purposes of this section, the term "controlled substance" is defined by state and federal law, and may include, but are not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.
3. As a condition of employment, employees will abide by the terms and conditions of this policy and will notify the District Manager of any criminal drug statute arrest or charge within five (5) calendar days.
4. The District will notify the appropriate law enforcement agency when there is a reasonable suspicion that an employee may have illegal drugs in his/her possession at work or on District premises.
5. Each situation involving investigation and/or disciplinary action will be evaluated on a case-by-case basis, depending on the severity and circumstances involved.
6. Employees in safety sensitive job classifications must also comply with District Policies, specific to these job classifications, which have been adopted in compliance with applicable federal and state regulations regarding drug and alcohol use in the workplace.
7. The District prohibits all tobacco use on District-owned property including buildings, grounds, vehicles, and equipment.
8. Employees are prohibited from using tobacco during the performance of job duties.

#### **DRIVERS LICENSE LOSS**

"On SWCD Business" means being on paid time (other than paid leave time). Employees are further considered to be on SWCD business while driving or operating a SWCD-owned or leased vehicle or while driving or operating a personal vehicle if they are reimbursed for mileage expense, regardless of whether the employee drove or operated the vehicle on company time.

"Alcohol/Drug Related Driving Offense" means any violation of Minnesota Statute Chapter 169A involving driving under the influence of or while in possession of alcohol of any other controlled substance. The term also includes criminal vehicular operation offenses involving the use of alcohol or controlled substances and possession of marijuana in a motor vehicle.

SWCD shall conduct driver's license records checks prior to the hiring of a new employee who is required to maintain a valid driver's license as a condition of employment.

SWCD employees are required to maintain a valid driver's license necessary to perform their

employment functions. Employees are prohibited from driving or operating either a SWCD or personal vehicle while on company business without a valid driver's license. Employees who drive or operate a motor vehicle without proper licensure will be subject to disciplinary action, up to and including termination. Employees who have an alcohol/drug related driving offense while driving or operating a SWCD vehicle or while driving or operating a personal vehicle on company business will be subject to termination from employment from SWCD. Employees who are required to possess a valid driver's license to perform their job duties and whose driver's license is suspended, revoked, or canceled due to an alcohol/drug related offense while off the job, may be subject to disciplinary action up to and including termination.

All employees shall openly and immediately inform the District Manager of any driver's license suspension, revocation, or cancellation, which may affect the employee's ability to perform their job duties. Employees whose essential job duties require the possession of a valid driver's license whose license is suspended, revoked, or canceled for any reason must notify their supervisor prior to the employee's next work shift. Failure of an employee to inform the District Administrator shall subject the employee to disciplinary action, up to and including termination.

Employees are required to have liability insurance, at the minimum level required by law, in effect on all personal vehicles used for District purposes or while performing District business. Employees are required to provide proof of such insurance to the District Office as requested. Employees who fail to provide proof of insurance will not be eligible to use a personal vehicle for District business or to receive mileage reimbursement until such proof of insurance has been provided. Employees are required to immediately notify the District Manager if their liability insurance becomes invalid or suspended for any reason.

While driving on District business Employees may not:

1. Text, email or engage in any other distracted driving
2. Operate a vehicle under the influence of intoxicants, drugs, or any other substance known to impair driving ability
3. Operate a vehicle for any illegal purpose
4. Operated a vehicle in any abusive or reckless manner
5. Carry or transport firearms, intoxicants, drugs, or any other non- prescribed controlled substances
6. Engage in any race, test, or contest.

## **GRIEVANCES**

### **A. Definition**

The word "grievance" shall be defined as a dispute or disagreement raised by an employee because of an interpretation or alleged violation of these personnel policies and procedures or work rules as applied to the employee.

## **B. Exclusions**

1. Eligible, honorably discharged veterans shall be accorded statutory hearing rights pursuant to the Veterans Preference Act with respect to removal from their positions (dismissal, suspension without pay of thirty days or more, etc.) rather than the proceeding under this Section. However, other disciplinary/corrective actions which are not subject to the Veterans Preference Act, such as shorter suspensions, reprimands, etc. are subject to the grievance procedure.
2. These rules shall not be construed as creating a second opportunity to litigate/contest an issue which has already been, or has the right to be, contested in any other administrative or judicial proceeding or pursuant to a collective bargaining agreement.
3. Employees may not appeal performance evaluations; performance improvement plans (PIPs), denial of training opportunities, denial of overtime or job assignments to the Board of Supervisors.
4. This grievance procedure shall not be available to the District Manager who reports directly to, and serves at the pleasure of, the Board. The District Manager is required to comply with the terms of the personnel policies and directives issued by the Board.

## **POLICY GUIDELINES**

1. An Employee must present his/her grievance in writing within ten (10) calendar days of its alleged occurrence to the District Manager. The District will attempt to resolve it within five (5) working days after it is presented. The District Manager shall provide his/her response in writing.
2. If the employee is not satisfied with the solution proposed by the District Manager, or the District Manager has not responded within five (5) working days, the employee may appeal to the Personnel Committee in writing. The written appeal shall include the following:
  - A. Copy of original grievance.
  - B. Copy of District Administrator's response.
  - C. Remedy sought.
  - D. Reasons for dissatisfaction with the District Administrator's response.
3. The Personnel Committee shall issue a decision in writing.
4. The decision of the Personnel Committee shall be final.
5. Questions or requests for additional guidance concerning procedural or substantial matters relating to the grievance should be directed to the District Administrator.
6. A failure of the employee to appeal within the timelines set forth in this policy at any step shall be a waiver of the grievance. A failure of the supervisor, District Administrator or Committee to answer the grievance shall be a denial of the grievance.
7. The grievance process shall not be grounds for postponement of the effective date of the employee's termination or suspension, but if review results in reinstatement of the employee, the District may pay the employee all benefits and compensation withheld as a result of the suspension or discharge.
8. The employee and employer may mutually agree, in writing, to waive any of the grievance steps.

The grievance procedure is intended to provide employees the opportunity to bring concerns regarding the possible violation of policies or procedures as they apply to the employee to the attention of the SWCD Board of Supervisors. However, nothing in these procedures shall be construed as altering the at-will nature of employment.

### **EMPLOYEE RESIGNATION OF EMPLOYMENT**

Written notice should contain a brief description of reasons.

1. When terminating employment, all employees will be required to give not less than 14 calendar days written notice of the resignation and effective date. District Manager must give (1) calendar month notice of their intent to terminate in order to be deemed to have resigned in good standing. The District Manager resignation shall be considered and accepted by the SWCD Board, all other employees' resignations shall be considered and accepted by the District Manager.
2. Failure to give required notice shall constitute forfeiture of all severance benefits.
3. The Board may waive notice in exceptional circumstances (e.g. serious injury).

An employee who does not resign in good standing shall:

1. Not be eligible for reinstatement.
2. Have the fact recorded into the employee's personnel file.

Employees taking sick leave during the last two-week notice period may be required to produce documentation from a medical provider confirming the need for the leave.

Unauthorized leaves of absence for three (3) consecutive days may be considered voluntary termination.

### **Termination Procedure**

Upon voluntary or involuntary termination or retirement, all Wabasha County SWCD employees must complete the "Termination Checklist" in order to successfully check out of the Wabasha SWCD system. Final paychecks, including severance pay, will not be processed until the Termination Checklist is completed. Departing employees must give the completed Termination Checklist to the District Manager.

### **"Good Standing"**

A departing SWCD employee will be deemed to have left in "good standing" when:

1. The employee has given the appropriate notice required policy
  - i. And
2. The employee has voluntarily terminated employment; and
3. The employee has completed the Termination Procedure policy.

This policy applies to all employees, including Full-time, Part-time, Intermittent and Elected Officials.

### **PHASED RETIREMENT OPTION (PRO)** *(Copy of Full Policy in Handbook Appendix)*

Legislation passed in 2009 allows employers the option to offer a Phased Retirement Option (PRO) to employees who are members of the Public Employees Retirement Association of MN (PERA) Coordinated and Basic plans if they meet specific eligibility requirements. When PRO is offered, this allows members the option to begin receiving PERA pension without formally resigning and promotes efficient operations of the District by retaining experienced workforce talent. The choice to offer a PRO agreement is at the sole discretion of the employer. Wabasha SWCD recognizes the PRO program can provide a mutual benefit to the District and the eligible employee dependent on a variety of factors



unique to each situation and will offer PRO agreements only in those cases warranted by business need as determined by the District Manager and the SWCD Board of Supervisors. The SWCD Board will regard each request individually. Any prior determination will not set precedence for future requests. Terms and conditions of employment, including but not limited to benefits, hours of work, job duties and rate of pay will be set forth by the District specific to the PRO arrangement.

Wabasha SWCD retains sole discretion in offering the Phased Retirement Option to an employee. Initial PRO offers must not exceed one year, but can be renewed for periods of up to a year for a total of five years. Wabasha SWCD, the employer, is under no obligation to renew a Phased Retirement Agreement. To qualify, a member must:

1. Be an active Coordinated or Basic member, not an elected official.
2. Be age 62 or older.
3. Be immediately eligible for a retirement annuity from the General Plan (Coordinated or Basic members).
4. Have worked at least 1,044 hours in each of the five preceding years in a position covered by PERA.
5. Agree to reduce your regular schedule by 25 percent in each pay period under the PRO and may not work over 1,044 hours in a one year period.
6. Not be a current PERA benefit recipient.
7. Not be eligible for the state employee Post-Retirement Option program under Minn. Statute 43A.346.

If mutually agreeable between the member and his or her employer, the member may begin collecting a PERA benefit without the normally required 30-day break in service and prohibition against having any agreement to return to work with the current employer. Participants are also exempt from PERA's earnings limits that apply prior to full Social Security retirement age. In addition, neither the member nor the employer is required to make any further contributions to PERA.

Since the member is now receiving a pension, he or she will cease to earn service credits and there will be no future adjustment to the high-five average salary.

Upon the completion of the phased retirement, a member must meet the requirements normally applied to someone who is terminating public service, including the prohibition of any future employment agreement, and the minimum 30-day break in public service. If the retiree later returns to PERA-covered employment, the earnings limits would apply.

Payout of vacation and compensatory time, based on your hourly rate prior to initiating work under the PRO agreement will occur with complete separation based on the applicable personnel policy.

To participate, the member and employer must file a Phased Retirement Option (PRO) Agreement with PERA. *(Included in the Personnel Policy Appendix)*

A current retiree cannot participate in the program.

Additional information, guidelines and frequently asked questions relating to the Phased Retirement Option program can be found on the Public Employees Retirement Association of Minnesota website at <http://www.mnpera.org>.

### **EMPLOYEE SEVERANCE PAY**

Employees are entitled to 100% of compensatory time at current wage at time of resignation or termination.

Employees who resign or whose position is terminated in good standing will be entitled to the following severance pay for unused sick leave:

Consecutive Years of Service	-	0 – 5 years	25%
		6 – 10 years	50%
		11 – 20 years	75%
		21 years and over	100%

Employees who are eligible for a Public Employees Retirement Association pension shall contribute 100% of their sick leave payout upon retirement (and separation) from the employment to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp, 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account.

Employees who resign or retire in good standing shall be entitled to 100% pay for unused annual leave at current wage at time of separation.

Employees who resign while charges of misconduct are pending or who are released from their job for a wrongful act as determined by the SWCD Board of Supervisors in its sole discretion, shall not be entitled to any annual leave or sick leave payout.

In case of death before retirement, sick leave will be based on consecutive years of service and paid to their estate or beneficiary only.

### **Employees in Probationary Period**

Employees who are in the probationary period and accrue sick and annual leave benefits, who are terminated or resign, shall not be entitled to any payout for sick or annual leave benefits.

### **DISSEMINATION OF POLICY**

This policy shall be placed in an area accessible by employees and members of the public.

This policy shall be distributed to all employees upon its adoption and to all new employees upon hire.

## PURPOSE

The Personnel Handbook is designed to provide you with information on the employment policies of the Fillmore Soil and Water Conservation District (SWCD). The Fillmore SWCD Board of Supervisors adopted these policies in order to provide uniform policies to all of its employees that are consistent with the laws of the State of Minnesota.

The information in this handbook is intended to provide employees with general information regarding basic policies, procedures, and fringe benefits. The information provided herein is simply meant to present general guidelines and information for the use of employees. This handbook does not intend to be and does not constitute a contract of employment.

## ACKNOWLEDGEMENT *(Copy signed and included with Handbook Appendix signatures)*

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that the revisions to the handbook may occur at any time. All such changes will be normally communicated through official notices and I understand that revised information may supersede, modify or eliminate existing policies. I understand the SWCD Board has the authority to adopt any revisions to the policies of this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legally binding promise. I understand that my employment is on an at-will basis and may be terminated for any reason or not reason, with or without cause. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee's Signature

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Date

All of the personnel policies in this document shall take effect on this 16<sup>th</sup> day of December 2021.

Attest:

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District Manager, Wabasha SWCD

### 2.36 Accumulation of Paid Time Off and Annual Cash Out Option

Employees may only carryover a maximum of 50% of PTO earned during the calendar year to be used the following year as long as the maximum accrual at the end of the year is not exceeded.

Employees may cash out PTO hours with the following restrictions:

- Employee can request up to 25% of balance of PTO hours at time of request if a minimum of 80 hours are retained following the time of the request.
- Employee can only buy out once per quarter not to exceed 3 buy outs per year.
- Employees must realize this is taxable income.
- Employee can use this option with the deferred compensation
- Requests must be applied for and approved before November 30<sup>th</sup> in each calendar year.
- Request must be approved by the District Administrator.
- Employee must have used 80 hours of paid time off during the previous year, taken off 80 hours of comp time, or any combination of the two totaling at least 80 hours during the previous year.

If accrual of PTO and half of banked sick leave exceeds a cap of 400 hours, the overage will be

1) Lost effective the first pay period of each new year for employees with less than 5 years of service, or

2) Converted to cash and deposited into the employee's post-employment health care savings account (see section 2.395 below) for employees with more than 5 years of service.

### 2.37 Paid Time Off Upon Termination

Upon termination of employment, any accrued Paid Time Off up to the PTO accrual cap that is in effect at the time of resignation hours shall be paid to employees in cash at the rate of pay effective immediately prior to severance.

When any employee is laid off with the expectation that the layoff will exceed thirty (30) calendar days he/she shall be paid for accrued Paid Time Off up to the PTO accrual cap that is in effect at the time of lay-off.

An employee can be paid for 50% of their banked sick leave provided that the total time when combined with paid time off does not exceed the cap that is in effect at that time.

Paid time off payments including previous termination payments shall not exceed compensation for 800 hours in an employee's lifetime. Cash out hours shall not be included in this maximum.

Upon the death of an employee, accumulated Paid Time Off shall be paid to the surviving spouse unless a personal representative of the employee's estate has been appointed.

### 2.39 Banked Sick Leave

Banked sick leave may be used for illness or disability for employee or immediate family including spouse, child, stepchild, spouse's child, sibling, parent, mother-in-law, father-in-law, grandchild,

grandparent, stepparent or relative living with the employee immediately preceding the event for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking.

Use of safety leave as described above and leave for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent may not exceed 160 hours in any 12-month period.

Use of sick leave benefits for illness or injury in the immediate family which exceeds five (5) consecutive days must have the approval of the District Administrator.

Subsequent absence (due to illness, injury, or disability) within that plan year may be paid by using available Banked Sick Leave until exhausted, and then by using Paid Time Off Hours. If banked sick leave is not available, application can be made for short-term disability.

When an employee has incurred a work-related injury and will be missing work, the first three (3) days are not paid under workers' compensation unless the employee will miss more than ten (10) days of work. Therefore, the 24-hour paid time off benefit waiting period will be waived allowing the employee to use their banked sick leave without using any paid time off. If the injured employee will be missing more than ten days (10) days of work then worker's compensation starts from day one.

Paid Time Off and banked sick time can be bought back from the SWCD once a determination is made that the employee is eligible for workers compensation wage benefits. In addition, employees receiving worker's compensation may use available Banked Sick Leave and then Paid Time Off to supplement worker's compensation to an amount not to exceed their current salary.

Employees claiming sick leave may be required to file competent, written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken, they may be required to provide fit for duty documentation from a licensed provider before returning to work.

Claiming banked sick leave when physically fit, or when not otherwise eligible for banked sick leave within the provisions of this policy, may be cause for disciplinary action, including cancellation of banked sick leave benefits, suspension, demotion, or termination.

Employees may transfer banked sick leave to deferred compensation or to a Health Care Savings Plan. Transfers must be requested before November 30<sup>th</sup>. The amount to be transferred is determined by the employee. Any balance is subject to the requirements under Section 2.395

## Health Care Savings Plan.

### 2.395 Health Care Savings Plan

Fillmore SWCD employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account.

Employees with more than 5 years of service shall convert 50% of the balance of banked sick leave or accumulated PTO hours over the maximum allowed at the end of the year to cash to be deposited into their post-employment health care savings account. The conversion will take place once a year on December 15<sup>th</sup>.

### Cottonwood Severance Pay of Sick Leave

#### EMPLOYEE SEVERANCE PAY

Employees are entitled to 100% of compensatory time at current wage at time of resignation or termination.

Employees who resign or whose position is terminated in good standing will be entitled to the following severance pay for unused sick leave:

Consecutive Years of Service -	0 – 5 years	25%
	6 – 10 years	50%
	11 – 20 years	75%
	21 years and over	100%

Employees who are eligible for a Public Employees Retirement Association pension shall contribute 100% of their sick leave payout upon retirement (and separation) from the employment to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp, 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account.

Employees who resign or retire in good standing shall be entitled to 100% pay for unused annual leave at current wage at time of separation.

Employees who resign while charges of misconduct are pending or who are released from their job for a wrongful act as determined by the SWCD Board of Supervisors in its sole discretion, shall not be entitled to any annual leave or sick leave payout

In case of death before retirement, sick leave will be based on consecutive years of service and paid to their estate or beneficiary only.

## 2.12 Employee Recognition (Fillmore)

Employees will be recognized for years of service at five-year intervals. Recognition will consist of the following to occur on the anniversary of the employee's hire date:

Year 5	-----	Certificate of recognition
Year 10	\$20/month	\$240/year
Year 15	\$30/month	\$360/year
Year 20	\$40/month	\$480/year
Year 25	\$50/month	\$600/year
Year 30	\$60/month	\$720/year
Year 35	\$70/month	\$840/year
Year 40	\$80/month	\$960/year
Year 45	\$90/month	\$1080/year
Year 50	\$100/month	\$1200/year

Certain job duties may require that an employee work extra hours during a week in order to complete tasks within a particular timeframe. If an employee's actual hours worked exceed 50 hours per week in at least three weeks out of a six-week period, or average more than 48 hours per week over a six-week period, without PTO/Comp Time or Holidays, the Personnel Committee may recommend recognition for that employee to be approved by the SWCD Board. The employee's compensatory time will not be affected by this action.

**SWCD Leave Rollover and Payout Options for SE MN**

	Max Sick Leave Accrual	Sick Leave Payout at separation	Max Annual Leave Rollover	leave payout request options	Other
Dodge	No max	180 hrs limit		240	
			400 - If accrual of PTO and half of banked sick leave exceeds a cap of 400 hours, excess converted to cash and deposited into post employment health care savings (set up through MSRS and all employees participate)		<p>Employees may cash out PTO hours with the following restrictions:</p> <ul style="list-style-type: none"> <li>Employee can request up to 25% of balance of PTO hours at time of request if a minimum of 80 hours are retained following the time of the request.</li> <li>Employee can only buy out once per quarter not to exceed 3 buy outs per year.</li> <li>Employee must realize this is taxable income.</li> <li>Employee can use this option with the deferred compensation</li> <li>Requests must be applied for and approved before November 30th in each calendar year.</li> <li>Request must be approved by the District Administrator.</li> <li>Employee must have used 80 hours of paid time off during the previous year, taken off 80 hours of comp time, or any combination of the two totaling at least 80 hours during the previous year. Total cash out hours in employee lifetime 800 hours.</li> </ul>
Fillmore	switched to PTO	for banked sick leave		See other	
Freeborn	1200	25%		80 No	
Goodhue	960	60%		200 No	
Houston	800	50%		192	
Mower					
Olmsted					
					<p>Follow Olmsted County</p> <p>Sick leave payout must be deposited into MSRS health care savings. Employees agree to put in \$25 per paycheck. Post retirement fund. District does not put other funds to this and it's not an HAS. Tax free so not paying payroll taxes on this.</p>
Rice	960	50%			
Steele				No	
Wabasha	1040	0		240	
Winona	800	50%		175	
SE TSA	960 max \$3500 payout			200	200 hrs. at separation
Cottonwood (using as template)		See other		272	<p>Employees who resign or position is terminated in good standing entitled to following severance for unused sick leave: 0 – 5 years 25%; 6-10 years 50%; 11-20 years 75%; 21 years and over 100%</p>





**Watershed Alliance for the Greater Zumbro River  
Sub-Agreement for Watershed Based Implementation Funding**

**A SUB-AGREEMENT BETWEEN GOODHUE COUNTY SOIL AND WATER CONSERVATION DISTRICT AND  
WABASHA SOIL AND WATER CONSERVATION DISTRICT**

WBIF Recipient: Goodhue County Soil and Water Conservation District

Sub-Recipient: Wabasha County Soil and Water Conservation District

**I. Statement of Purpose**

The purpose of this AGREEMENT is to clarify the roles and the responsibilities of the Watershed Alliance for the Greater Zumbro River (WAGZ) entities concerning the delivery and implementation of the Greater Zumbro River Comprehensive Watershed Management Plan using Watershed Based Implementation Funds (WBIF) administered by the Board of Water and Soil Resources (BWSR)

**II. Scope of Work**

The Goodhue County Soil and Water Conservation District (SWCD) will perform the fiscal agent duties associated with the BWSR WBIF program for the WAGZ entities. The Goodhue SWCD agrees to pay WBIF grant funds to the Sub-recipient for work described in the Greater Zumbro River Comprehensive Watershed Management WBIF Grant Work plan. All activities will follow the current WAGZ Funding Policy and use the most recent WAGZ Ranking Spreadsheet.

**III. Payment and Reporting Procedures**

- a. Reporting – The sub-recipient shall submit itemized invoices and all required financial documentation to the Goodhue SWCD of expenditures that implement the approved activities in the Greater Zumbro River Comprehensive Watershed Management Plan.
- b. Term – This agreement shall take effect upon the receipt of all parties' signatures. This agreement will remain in place until WBIF no longer are allocated to the WAGZ or until this agreement is altered under mutual consent of both parties (as identified in Item IV.Q of this agreement).
- c. Amount – The sub-recipient may bill the Goodhue SWCD via itemized invoice for the expenses incurred towards the completion of their work plan projects as recognized in the working financial document identified in the most current WAGZ Funding Policy.
- d. Payment Schedule – All payments to the recipient will be on a reimbursement basis. Upon completion of this agreement, the Sub-recipient may present itemized invoices to Goodhue SWCD for work performed accompanied by supporting documentation. Quarterly, Goodhue SWCD will process reimbursement to the Sub-recipient upon receipt of a qualifying invoice and acknowledgement from the WAGZ Day-to-day Contact. Goodhue SWCD reserves the right to delay (all or partial) reimbursement requests which may overlap BWSR's reconciliation process.
- i. Invoices shall be sent to:

*Goodhue SWCD*

*PO Box 335*

*Goodhue, MN 55027 or*

[bkennedy@goodhueswcd.org](mailto:bkennedy@goodhueswcd.org)

#### **IV. Contract Clauses**

- a. Ownership – All materials prepared or developed by the Sub-recipient hereunder, including documents, notes, reports, data and samples shall become property of the Goodhue SWCD when prepared, whether delivered to Goodhue SWCD or not, and shall be delivered to the Goodhue SWCD upon request. Goodhue SWCD will be responsible for responding to any data practices requests pertaining to this data.
- b. Revisions – Any alterations to this agreement or modification of the named WBIF fiscal agent, shall require adoption of an amendment by both parties. This sub-agreement is intended to be a static agreement between the fiscal agent and the sub-recipient. The WAGZ Funding Policy houses current information such as, cost-share rates, funding priorities, project tracking and WAGZ entity funding allocations. Revisions to the WAGZ Funding Policy will be reviewed and approved by the WAGZ Policy Advisory Committee.
- c. Indemnity and hold Harmless – Sub-recipient shall indemnify Goodhue SWCD, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state or local law or regulating the work performed hereunder or any part thereof.

Sub-recipient shall indemnify Goodhue SWCD, its directors, officers, employees, and agents against and from loss, claims, or suits, including cost and attorney fees, for, or on account of injury, bodily or otherwise, death, of a persons, or damage to or destruction of property belonging to Goodhue SWCD or others arising out of a negligent performance of work hereunder by the Sub-recipient. Sub-recipient shall, in no event, be liable for loss or damage attributable to Goodhue SWCD or its representatives or agents. Sub-recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

- d. Non-Assignment – Sub-recipient shall not assign this Agreement nor delegate or subcontract any of the work to be performed without Goodhue SWCD's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Sub-recipient from its responsibility for the performance of any of its obligations hereunder.
- e. Complete Agreement – This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.

- f. Independent Contractor Status – Sub-recipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Sub-recipient will be responsible for any federal, state taxes applicable to this payment. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Sub-recipient employees, shall accrue to Goodhue SWCD or its employees performing services under this Agreement.
- g. Worker Health, Safety and Training – Sub-recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this contract. Sub-recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Sub-recipient shall ensure all personnel of Sub-recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this contract. Sub-recipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by the Sub-recipient.
- h. Legal Compliance - Sub-recipient and Goodhue SWCD shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- i. Data Privacy – For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by the Sub-recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- j. Business Records - Sub-recipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the Sub-recipient's profession. Sub-recipient shall maintain such records for at least 6 years from the date of services or payment were last provided or made longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Goodhue SWCD shall have the right to audit and review all such documents and records at any time during the Sub-recipient's regular business hours or upon reasonable notice. Goodhue SWCD and either the Legislative Auditor of the State of Minnesota pursuant to Minnesota Statute 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

- k. Force Majeure – Neither party shall be held responsible for the delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- l. Waiver – The failure of Goodhue SWCD or the Sub-recipient to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

- m. Notices – All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified-mail, postage prepaid, to the parties at their respective places of business as set forth below:

Goodhue SWCD: 104 E 3<sup>rd</sup> Ave. Goodhue, MN 55027

Wabasha SWCD: 611 Broadway Ave. Suite 10 Wabasha, MN 55981

- n. Interpretation, Jurisdiction and Venue – All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
- o. Severability – The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in a conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- p. Agreement to Mediate Disputes – In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to dispute may give written notice to the other party of his/her desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of the desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization:  Wabasha SWCD	Contract Number:  20-CWMA-9	Other state or non-State funds?  <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name  John & Susan Mundy	Address  22869 664th St	City/State  Wabasha, MN	Zip Code  55981
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name:  Glasgow	Township No:  110	Range No.:  11	Section No.  10	1/4, 1/4  NE, SW
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### Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of N/A years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS 314 Brush Management

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 4/30/22, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.



Date 12-10-21	Land Occupier Susan D. Mundy & John D. Mundy 22869 64th St. Wabasha, MN 55981
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is: **314 Brush Management**

Practice standard(s) or eligible component(s)  314 Brush Management	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$3,400.00</b>
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
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### Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

Amount / Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount

### Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date	Authorized Signature	Total Amount Authorized  <b>\$2,000.00</b>
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appointment of a mediator. The parties further agree to share equally the cost of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

- q. Default and Termination – Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this agreement, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.
- r. Merger Clause – This agreement constitutes the final expression of the parties’ agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements, and representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

#### **V. Agreement Effective Date**

This agreement is effective upon execution of both parties.

Approved and Accepted for:

WBIF Recipient

\_\_\_\_\_  
*Goodhue SWCD  
Board Chairperson*

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

For the Sub-recipient Wabasha SWCD

\_\_\_\_\_  
*Wabasha SWCD  
Board Chairperson, Lynn Zabel*

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

## Contract Amendment Form

Organization:  <div style="text-align: center; font-weight: bold;">WABASHA SWCD</div>	Contract Number: <div style="text-align: center;"><i>Ron Mulholland</i></div> <div style="text-align: center; font-weight: bold;">19-CAPACITY-9</div>	Amendment Number: <div style="text-align: center;">No. 1</div>	Amendment Type Date <input checked="" type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
		Board Meeting Date: <div style="text-align: center; font-weight: bold;">12/16/2021</div>	

Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: 12-31-22 Original Contract Install Date: 11/1/21

Amended Contract Install Date (If applicable): 11/1/2022

Original Total Amount Authorized: \$2,700.00 Amended Total Amount Authorized: \$2700

The Parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

The original year 3 planting deadline amended from 11/1/21 to 11/1/22.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

Date	Land Occupier <div style="text-align: center;"><i>Ron Mulholland</i></div>
Date	Landowner, if different from applicant

### Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

Date  <div style="text-align: center;">12-10-21</div>	Technical Assistance Provider <div style="text-align: center;"><i>P. J. Turner</i></div>
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### Organizational Approval

Date	Authorized Signature
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\*Attach this form to the Conservation Practice Assistance Contract



# FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: <b>WABASHA SWCD</b>	Contract Number: <b>19-CAPACITY-9</b>	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

## Applicant

Land Occupier Name <b>MULHOLLAND FARMS</b>	Address <b>3502 152ND AVE NE</b>	City/State <b>PLAINVIEW/MN</b>	Zip code <b>55964</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

## Conservation Practice Location

Township Name: <b>PLAINVIEW</b>	Township No: <b>108</b>	Range No.: <b>11</b>	Section No. <b>30</b>	<b>1/4,1/4</b> <b>S1/2SE1/4</b>
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## Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

- The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 3 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
- Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the:  

**EFOTG COVER CROP STANDARD 340 ON 30 ACRES OVER 3 YEARS**
- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/20, this contract will be automatically terminated on that date.  
11/1/2021
- Reimbursement requests must be supported by a completed voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
- Not accept any other state or federal funds for this practice.

Date 10-21-19	Land Occupier <i>Ronald G. Mulholland</i>
Date 11-23-19	Landowner, if different from applicant <i>Karen L. Cray</i>
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is 340 COVER CROPS

Eligible Component Standard & Name  340	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$2,700.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date 10-27-19	Technical Assistance Provider <i>G. Wahls</i>
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### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 30/AC

Amount	Program Name	Fiscal Year
<del>\$900.00</del> 2700	CAPACITY 2019	2019
<del>\$900.00</del>	CAPACITY 2019	<del>2020</del>
<del>\$900.00</del>	CAPACITY 2019	<del>2021</del>

Date 10/24/19	Authorized Signature <i>Don Kelly</i>	Total Amount Authorized  \$2,700.00
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