

Please call office at 651-560-2053 or email susan.cerwinske.wabashawcd@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#.

**Wabasha Soil and Water Conservation District
District Regular Board Meeting
June 23, 2022
8:15 a.m.
County Conference Room
625 Jefferson Ave.**

- 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. State of MN Professional and Technical Support Work Order Contract Between BWRS and Wabasha SWCD for total of \$1,650.00
 - B. White Barn Acres, LLC AgBMP Loan Application in the amount of \$24,000.00 for John Deere 750 no-till seed drill
 - C. Jeremy Nelson Contract# 22-CS-2 in the amount of \$1,160.00 for practice 327 Pollinator Habit
(Funding from FY22 Cost Share)
 - D. Mike Haase Voucher Payment for Contract# 19-319FL-5 in the amount of \$6,393.44
(Funding from 319 small feedlot fix)
- VI. **SECRETARY’S REPORT**
 - A. May 26, 2022 Meeting Minutes – **Board Action**
- VII. **TREASURER’S REPORT – Board Action**
 - A. District Financial Statements
 - B. May Program Record
- VIII. **PAYMENT OF MONTHLY BILLS**
 - A. **Monthly Bills in the amount of \$ 44,581.15 - Board Action**
- IX. **DISTRICT REPORTS**
 - A. Chair Report – Lynn Zabel
 - B. County Commissioner – Bob Walkes
 - C. District Manager Report – Terri Peters
 - D. NRCS Report – John Benjamin (in packet)
 - E. District Technician Report- Matt Kempinger (in packet)
 - F. Natural Resources Conservation Technician Report – Henry Stelten

G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)

X. OLD BUSINESS

- A. Conservation Project – Lynn
- B. Conservation Farmer of the Year – **Board Discussion**
Nominees:
- C. **Personnel Policy – Board Action**

XI. NEW BUSINESS

- A. Approval for Terri to sign the MDH 2022 Accelerated Implementation Grant – Groundwater Protection when the contract comes through – **Board Action**
- B. Recess at 10:00 am for Local Work Group Meeting – **Board Action**
- C. **Townsquare Media website proposal – Board Discussion/Action**
- D. **Jen Wahls – Update on WIC (West Indian Creek)**
- E. **Approve Tony Burke Amendment #1 for Contract# 2022WAGZ-WC-03 to change amount authorized to \$21,903.19 – Board Action**
- F. **Approve Tony Burke Voucher payment in the amount \$21,903.19 for Contract# 2022WAGZ-WC-03 for 410 Grade Stabilization and 412 Grassed Waterway – Board Action**
(Funding source Greater Zumbro Watershed Based Funding)

G. Upcoming Events:

- i. Tuesday, June 28th 9:00 am to 3:30 pm Southeast MN SWCD's Area 7 Business and Resolutions Meeting at the Rice County Fairgrounds (Tour of Faribault Woolen Mills)

XII. Board Reports

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P – Larry (alternate Dag)
- 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. Adjourn – Board Action

Work Order No.: **79-21-W099**
 SWIFT Contract No.: 213399
 Purchase Order No.: 3000014825

**STATE OF MINNESOTA
 PROFESSIONAL AND TECHNICAL SERVICES
 WORK ORDER CONTRACT**

This Work Order Contract is between the State of Minnesota, acting through its **Board of Water and Soil Resources** ("State" or "BWSR") and **Wabasha Soil and Water Conservation District** ("Local Government Unit" or "LGU" or "SWCD"). This Work Order Contract is issued under the authority of Master Joint Powers Agreement (MJPA) T-Number 219PA-184675, SWIFT Number 213399, and is subject to all provisions of the MJPA which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 **Effective date:** *June 1, 2022*, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

The SWCD must not begin work under this Work Order Contract until it is fully executed and the SWCD has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** *June 30, 2025*, or until all obligations have been satisfactorily fulfilled.

2 SWCD's Duties

Easement Delivery

Market the programs. Attend training sessions. Assist landowners in completing applications for funding of easement. Conduct screening committee meetings (when applicable). Perform on-site investigations and surveys. Perform courthouse searches (when required). Conduct regularly scheduled inspections of completed easements. Report on findings, and perform corrective actions and associated enforcement as described in program guidance.

Phase 1: Funded application through receipt of title commitment

Obtain landowner signatures on the Reinvest in Minnesota (RIM) Agreement for Conservation Easement and forward to the State. Assemble Agreement Package and send to BWSR. Order legal boundary survey, if necessary. Hire, direct and pay for services provided by title agent. Receive and review title commitment and associated documents. Coordinate with landowner to ensure objectionable exceptions appearing on the title commitment are cleared to the satisfaction of the State.

Phase 2: Title clearing through recording of RIM Conservation Easement and implementation of conservation plan

Complete field inventory and evaluation. Develop conservation plan with landowner. Develop seeding and maintenance plan as necessary. Obtain landowner signatures on the RIM Conservation Easement. Coordinate with landowner to ensure delivery of updated abstracts to the title agent. Deliver signed original easement to the title agent, provide instruction to title agent regarding gap check and recording. Receive and review title policies from title agent. Pay title agents and submit documentation to the State for reimbursement. Install boundary posts and signs. Complete and submit applicable forms for conservation plan payment. Provide conservation plan implementation assistance to landowner. Complete field inspections as necessary.

Wetland Restoration General Duties

Review of available maps, photos and other pertinent resources. Coordinate project review/needs with cooperators, other agencies and local government units. Assist cooperator with securing all required project permits, permissions, and authorizations. Assist cooperator with contractor bidding and selection.

Wetland Restoration Optional Technical Assistance Duties

Perform/assist with on-site data collection, surveying, geotechnical investigations, assessments of drainage and watershed areas. Project design. Perform or assist with construction staking and layout. Perform or assist with construction oversight and observation. Perform or assist with project close out and preparation of construction as-builts.

3 Consideration and Payment

3.1 **Consideration.** The State will pay for all services performed by the SWCD under this Work Order Contract as follows:

(A) **Compensation.** The SWCD will be paid up to **\$1,650.00 for Easement Delivery: easement numbers listed on final pages of the work order**

(B) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the SWCD under this Work Order Contract will not exceed **\$1,650.00**.

3.2 **Invoices.** The SWCD will prepare and submit invoices for easement acquisition payment using the State's invoice template (Exhibit B, available on BWSR's website) for the services actually performed. The State will promptly pay the SWCD upon receipt and approval by the State's Authorized Representative. A work order is necessary, but an invoice is not necessary for Easement Delivery payment. **Invoices will be accepted only during the months of February, May, August and November of each year during the life of the contract.**

4 Project Managers

The State's Project Manager is Sharon Doucette at 651-539-2567. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The SWCD's Authorized Representative is Terri Peters, or their successor. If the SWCD's Authorized Representative changes at any time during this Work Order Contract, the SWCD must immediately notify the State.

5 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, SWCD certifies that as of the date of services performed on behalf of the State, SWCD will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. SWCD is responsible for collecting all SWCD certifications and may do so utilizing the E-Verify SWCD Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All SWCD certifications must be kept on file with SWCD and made available to the State upon request.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

DocuSigned by:
Robert Kronick
Signed: _____
Date: 6/13/2022

SWIFT Contract No.213399; P.O. No. 3000014825

3. BOARD OF WATER AND SOIL RESOURCES

DocuSigned by:
Sharon Doucette
By: _____
(with delegated authority)
Title: Easement Section Manager
Date: 6/13/2022

2. WABASHA SOIL AND WATER CONSERVATION DISTRICT

DocuSigned by:
Terri Peters
By: _____
Title: District Manager
Date: 6/13/2022

BWSR USE ONLY			
SUPPLIER NAME <u>Wabasha Soil and Water Conservation District</u>		SUPPLIER # <u>0000205683</u>	
RECEIPT # _____	INVOICE # _____	VOUCHER # _____	
ADDRESS/LOCATION _____	APPROP <u>SWG1</u>	PO # <u>3000014825</u>	AMOUNT <u>\$1,650</u>
			PAID DATE _____
APPROVAL SIGNATURE _____		DATE _____	

List of Easements and Payments for Easement Delivery

SWCD	EASEMENT NUMBER	PAYMENT
Wabasha	79-01-09-06- -	\$50
Wabasha	79-01-13-09- -	\$50
Wabasha	79-01-91-01- -	\$50
Wabasha	79-01-93-01- -	\$50
Wabasha	79-01-99-03-A-	\$50
Wabasha	79-01-99-03-B-	\$50
Wabasha	79-01-99-03-C-	\$50
Wabasha	79-02-09-06- -	\$50
Wabasha	79-02-13-09- -	\$50
Wabasha	79-02-87-01- -	\$50
Wabasha	79-02-89-01- -	\$50
Wabasha	79-02-96-01- -	\$50
Wabasha	79-03-11-12- -	\$50
Wabasha	79-03-94-01- -	\$50
Wabasha	79-03-96-01- -	\$50
Wabasha	79-04-87-01- -	\$50
Wabasha	79-04-91-01- -	\$50
Wabasha	79-05-89-01- -	\$50
Wabasha	79-05-91-01-A-	\$50
Wabasha	79-05-91-01-B-	\$50
Wabasha	79-05-94-01- -	\$50
Wabasha	79-06-89-01- -	\$50
Wabasha	79-06-91-01- -	\$50
Wabasha	79-07-94-01- -	\$50
Wabasha	79-07-96-01- -	\$50
Wabasha	79-08-89-01- -	\$50
Wabasha	79-09-89-01- -	\$50
Wabasha	79-09-91-01- -	\$50
Wabasha	79-10-89-01-A-	\$50
Wabasha	79-10-89-01-B-	\$50
Wabasha	79-10-89-01-C-	\$50
Wabasha	79-12-89-01- -	\$50
Wabasha	79-13-89-01- -	\$50

\$1,650



Minnesota Department of Agriculture
625 Robert St. N., St. Paul, MN 55155-6120
www.mda.state.mn.us/agbmploans

Agricultural Best Management Practices Loan Program 651-201-6618 Fax: 651-201-6109 email: AgBMP.Loans@state.mn.us

AgBMP LOAN APPLICATION

(Required for all applications) Borrower Information: ^(One) First Name: Matthew ^(One) Last Name: Tentis

County: Wabasha

(optional) Company: White Barn Acres, LLC

Street Address: 19100 641st Street

City: Kellogg State: MN Zip: 55945

Telephone: (507) 208-3101

Project Information: On a Farm: Non-Farm:

If using PLS, write in T/R/S and mark where the project or practice in on the Section Map. Or fill in a Latitude and Longitude of a point on the property near the project or practice. (Please get us within a few acres of where the project or practice resides if you can.)

Brief description of what will be purchased or constructed and how it helps water quality:
John Deere 750 no-till seed drill, reduces erosion in field (less disturbance in planting prep)

PLS Township #: 110 Range: 10 Section: 20, 29, 19, 30

Well Eligibility Does this project implement Drinking Water Standards? Does this project eliminate Groundwater Pollution?

Latitude: _____ Longitude: _____

Is this application for a city, town, or other municipality?
 Is this application for a facility with an Industrial Waste Permit?

Pin or Parcel #: _____

LOCAL GOVERNMENT APPROVAL

(If Pin or Parcel # is used no punctuation marks, county code, or spaces allowed.)

Approved Loan Amount	\$ 24,000.00		
Estimated Total Project Cost (all sources)	\$ 29,000.00		
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning: 75	Ending: 75	
Primary Livestock	<input type="checkbox"/> Dairy	<input checked="" type="checkbox"/> Beef	<input type="checkbox"/> Swine <input type="checkbox"/> Other:
Primary Crops: Selection 1 Selection 2	Conservation Tillage Acres AFTER Project: 150	Total Acres Farmed: 300	
Approval Expiration and Other Restrictions			

Project Approved by: TERRI PETERS (Affiliate) Date: _____

Digitally signed by TERRI PETERS (Affiliate) Date: 2022.06.07 13:51:54 -05'00'

Project Completion Certified by (OPTIONAL): _____ Date: _____

(LGU's please email this fillable PDF form to the borrowers chosen lender.)

(Most lender contact e-mails address can be found on the AgBMP mapping tool; click LENDER CONTACTS LIST to find your lender email)

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$ 24,000.00	Check if Local Revolving Funds are used: <input type="checkbox"/>	
(Optional) Additional Request #	\$	Initials:	Date:
Number of payments per year:	1		
Total Number of Payments:	5		
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date:	
Lender Organization Name	Peoples State Bank Of Plainview		
Lender Address	100 4th Ave SE, Plainview, MN 55964		
Lender Signature:	B. Klavett		Date: 6-9-2022

Attach copies of the invoices provided by the borrower that support the request for disbursement.
Please Email fillable PDF and Attachments to: AgBMP.Loans@state.mn.us

GENERAL RETAIL PURCHASE ORDER

Friday AT 12:00

Kuhl

Kuhl No 2772

715-238-7820

EQUIPMENT, LLC

W3415 FREMONT ROAD • PO BOX 80
GRANTON, WISCONSIN 54436-0080
PHONE 715-238-7820 • FAX 715-238-7210
www.kuhlequipment.com

BUYER White Barn Farm Acres
ADDRESS 19100 641st Street CITY & STATE Rothschild, WI
Date June 3/22 PHONE 507 951 9370
Sales Ticket No. _____ Date _____ Delivered by _____ Date 55945

QTY.	NEW OR USED	STOCK NO.	MODEL	MAKE	SERIAL NO.	DESCRIPTION	AMOUNT
1	U	3613	750	Deere	N00750X 023178	750 / w SI Meters	29,000. ⁰⁰

TRADE-INS Buyer certifies below Trade-Ins to be free of encumbrances				TRADE-IN ALLOWANCE	FREIGHT & HDLG.
MODEL & YEAR	MAKE	SERIAL NO.	DESCRIPTION		EXCISE TAX
			NONE		

INSURANCE AGREEMENT
THE PURCHASE OF INSURANCE COVERAGE IS REQUIRED _____ (CHECK ONE)
VOLUNTARY _____
LIST BELOW THE INSURANCE COVERAGE AVAILABLE FOR THE TERM OF CREDIT.
BUYER MAY FURNISH HIS OWN INSURANCE AS MAY BE REQUIRED TO COVER ANY BALANCE DUE UNDER THIS PURCHASE AGREEMENT.
TYPES OF INSURANCE & COST OF EACH

TYPE	COST

1. TOTAL CASH DEL'D. PRICE \$ 29,000.⁰⁰
2. LESS CASH DOWN PAYMENT \$ _____
3. TRADE-IN \$ _____
4. TOTAL DOWN PAYMENT \$ _____
5. UNPAID BALANCE OF CASH PRICE \$ _____
6. OTHER CHARGES \$ _____
7. AMOUNT FINANCED \$ _____
8. FINANCE CHARGE \$ _____
9. TOTAL OF PAYMENTS \$ _____
10. DEFERRED PAYMENT PRICE (1.+6.+8.) \$ _____
11. ANNUAL PERCENTAGE RATE \$ _____

TIME BALANCE
I hereby agree to settle the deferred balance, if any, as shown hereon on the basis of retail time payment contract in a form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms disclosed herein.

Purchaser hereby agrees to pay to _____ at their offices shown above the "TOTAL OF PAYMENTS" shown above in _____ installments of \$ _____ (final payment to be \$ _____) the first installment being payable _____ 20____ and all subsequent installations on the same day of each consecutive month until paid in full. The FINANCE CHARGE applies from _____ (date).

Check One **SOLD USED AS-IS.** No warranty of any kind has been given by the dealer or his agent.
 SOLD USED WITH 50-50 WARRANTY. The dealer hereby guarantees this (these) machine(s) for _____ days after _____ 20____ with the understanding the necessary repairs made within this period of time will be charged half to the buyer and half to the dealer, of total retail cost of parts and labor used.
 SOLD NEW WITH _____ (specify warranty used)

SPECIAL AGREEMENTS will Del's

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This guarantee is not transferable.
I hereby agree to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. Notice to the buyer. Do not sign this contract before you read it or it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract and obtain a partial refund of the finance charge based on _____

ACTUARIAL METHOD, RULE OF 78's, SUM OF THE DIGITS, OTHER
Buyer's Signature [Signature] Date 6/3/22
THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER.
Salesman Wayne Kuhl Accepted by: _____ (Dealer's signature)

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 22-CS-2	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 Jeremy Nelson	Address 70118 335th Ave.	City/State Lake City, MN	Zip code 55041
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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: Mount Pleasant	Township No.: T111N	Range No.: 13W	Section No. 23	1/4,1/4
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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:

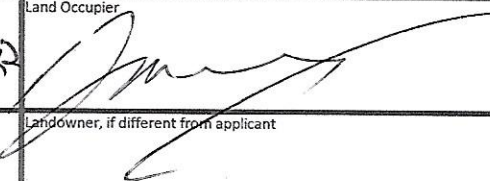
1. The land occupier is responsible for full establishment, operation, and maintenance of all practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the 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 complete 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 effective 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:

327 - Pollinator Habitat Practice
5. Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by , 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(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on 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 any other state or federal funds for the practice(s) named in this agreement.

Date 10-10-22	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 **327 - Pollinator Habitat**

Practice standard(s) or eligible component 327 Pollinator Habitat	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Units 5.8 acres at \$200.00/acre
	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 6-10-22	Technical Assistance Provider 
-----------------	--

Amount Authorized for Financial Assistance

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

Date 6-10-22	Authorized Signature 	Total Amount Authorized \$1,160.00
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per seeding date policy

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Mike Haase Contract No.: 19-319FL-5
 Address: 64662 299th Ave
 City, State, Zip: Millville, MN
 Total Amount Authorized: \$7,812.75 % Approved: 75% (state) 75% (state & non-state)
 (from contract)

Item	Quantity	Unit	Unit Price	Cost
Atkinson - Mobilization	1	Job	\$400.00	\$400.00
Atkinson - Caterpillar D6R XW	22	Hours	\$210.00	\$4,620.00
Atkinson - Caterpillar 259D3	10	Hours	\$120.00	\$1,200.00
Atkinson - 2" Screened Rock	16.5	Tons	\$20.00	\$330.00
Ag Partners - BLM#4 Seed 50lb Bag	2	Bags	\$215.00	\$430.00
Ag Partners - Pearl Oats 1.5 BU bag	4	Bags	\$21.00	\$84.00
Ag Partners - 19-19-19 Fertilizer 50lb Bag	3	Bags	\$34.00	\$102.00
Ag Partners - Sales Tax	1	Each	\$7.52	\$7.52
Ace Rental - Concrete Saw	1	Each	\$85.00	\$85.00
Ace Rental - Rental Tax	1	Each	\$6.26	\$6.26
Haase - Seeding, Hand Mulching, & Dragging Labor 6-3-22	14	Hours	\$54.50	\$763.00
Haase - Seeding 6-7-22	1	Hours	\$54.50	\$54.50
Haase - Cement Cutting	1	Hours	\$54.50	\$54.50
Haase - Skid Loader Operation	1	Hours	\$67.80	\$67.80
Haase - Round Bales	4	Each	\$80.00	\$320.00

PROJECT COST: \$8,524.58

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
 B. Total cost of practice to date: \$8,524.58
 C. Eligible amount (total cost x % approved): \$6,393.44 (state) \$6,393.44 (state & non-state)
 D. Total other state payment amount: \$0.00
 E. Total non-state payment amount: \$0.00
 F. Total previous partial payments: \$0.00
 G. Pre-Construction Cover payment amount: \$0.00
 H. Maximum payment amount: \$6,393.44

Pre-Con.Cover	Rate/Ac.

Amount Approved for This Voucher: \$6,393.44
 (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.

Mike Haase 6/16/22
 Payee Signature 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.

[Signature]
 Technical Assistance Provider
6/16/2022
 Date

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.

[Signature]
 Administrative Sign-off
6/16/22
 Date

Total Cost of Project: \$10,417.00 Amount Requested: \$7,812.75

Owner's Signature Margaret Haesk Date 3/17/2022
Operator M. Haesk 3/17/22
PE Signature Peter Fryer Date 3/18/2022
Peter Fryer, P.E. # 25268

Required MinnFarm Rating:
Before Practice Installed: Index of 43. (not in compliance)
After Practice Installed: Index value of 15. (in compliance)

Amount Authorized: \$7,812.75

SWCD Board Chair _____ Date _____

Upon Completion of Construction:

I have reviewed the site where the above listed conservation practice(s) have been installed and have met the requirements outlined in the 319 Cost-Share for Small Feedlot Fixes grant.

CFO _____ Date _____

SWCD Technician _____ Date _____

SWCD Board Chair Lynn Zabal Date 3-24-2022

PE Signature _____ Date _____

Please call office at 651-560-2053 or email susan.cerwinske.wabashawcd@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#.

**Wabasha Soil and Water Conservation District
District Regular Board Meeting
May 26, 2022
8:15 a.m.
County Conference Room
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER** – *Meeting called to order at 8:17 am by Lynn Zabel, Chair*
Supervisors Present: Lynn Zabel, Chair, Chet Ross, Vice-Chair, Sharleen Klennert, Treasurer, Dag Knudsen, member
Staff Present: Terri Peters, District Manager
Others present: Bob Walkes, County Commissioner
On Phone: John Benjamin, NRCS, Brian DeVetter, NRCS and Sue Cerwinske, Bookkeeper/Administrative Assistant

- II. **PLEDGE ALLEGIANCE**

- III. **AGENDA**
Add Resolution 05262022-1 to Old Business Letter B
Motioned by Klennert and seconded by Ross to approve the Agenda with the addition of letter B to Old Business.
Affirmative: Ross, Klennert, Knudsen, Zabel
Opposed: None
Motion Carried

- IV. **PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
Bob Walkes introduced the new Zoning Commissioner, Joseph Kaltenbach
Terri commented, that we are looking forward to working with him. SWCD works with landowners on Buffer Law inspections for 1/3 of the county. We do technical part and if any issues, we will send to Zoning Commissioner to address. SWCD also covers WCA (Wetland Conservation Act) and Cooperative weed management area (CWMA) for invasives.

- V. **CONSENT AGENDA** -Board Action

- VI. **SECRETARY’S REPORT**
A. April 28, 2022 Meeting Minutes – Board Action
Motioned by Knudsen and seconded by Ross to approve the Secretary’s Report
Affirmative: Ross, Klennert, Knudsen, Zabel
Opposed: None
Motion Carried

VII. TREASURER'S REPORT:

- A. District Financial Statements - **Board Action**
- B. Program Record for April – emailed out to board members prior to meeting.
Terri explained the process for the program record. Matches up with cash balance and deposits & checks. Explained how she comes up with the billable rate.

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

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$44,072.01 - **Board Action**

Motioned by Knudsen and seconded by Ross to approve payment of the monthly bills in the amount of \$44,072.01.

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel
Attended Forestry Day. Very interesting and learned a lot.
- B. County Commissioner – Bob Walkes
Projects are going on. Road projects, three this summer.
- C. District Manager Report – Terri Peters
Met with Bear Valley Watershed with John Benjamin and Willis Goll (retired engineer). Someone wanted to take out ponds and put in waterway. Talked about soil health and landowner is interested. John to follow up with initial landowner.
Wetland Determination issue
Soil Health Grant – wait for Clean Water Fund
Forestry Committee, Forestry Day
West Indian, Jen coordinating with U of M Professor on choosing monitoring sites to offer as internship.
Gorman Creek issues
Lakeside Plant-Plainview. Nitrates in city wells going up. Try to find a way to partner with them to offer cover crops, soil health ideas that would work for their landowners. Put together a flyer, develop a program.
Training committee meeting. Area training team to come up with trainings.
- D. NRCS Report – John Benjamin (in packet) (**Note: John left meeting at 9:11 am**)
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report – Henry Stelten – ***on leave***
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)

X. **OLD BUSINESS**

A. Conservation Project – Lynn

At our last meeting we had mentioned farmer to farmer peer influence. Champaign Illinois SWCD has a program called (STAR) Saving Tomorrow's Agriculture Resources. 169,000 acres in program 2020. 1 star up to 5 stars for farmers who use management practices that may reduce the nutrient and soil losses in their fields. In return they are provided a field sign recognizing their level of commitment to conservation.

B. Approve Resolution 05262022-1 Zumbro River Pre and Post Habitat Restoration – **Board Action**

Motioned by Knudsen and seconded by Klennert to approve Resolution 05262022-1 for Zumbro River Pre and Post Habitat Restoration.

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

XI. **NEW BUSINESS**

A. Approve selection of auditor for 2021 audit – **Board Action**

- i. Smith, Schafer & Associates LTD (Bid \$5,775.00)

(Sent out four requests for bids from auditors, Smith Schafer sent in bid)

Motioned by Klennert and seconded by Ross to approve Smith, Schafer & Associates LTD for 2021 audit bid in the amount of \$5,775.00

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

B. Approve Patricia Livingston voucher payment for Contract#

21-Capacity-6 in the amount of \$4,683.75 for 412 Grassed

Waterway – **Board Action**

(Funding source FY21 Capacity)

Motioned by Klennert and seconded by Ross to approve Patricia Livingston voucher payment for Contract# 21-Capacity-6 in the amount of \$4,683.75 for 412 Grassed Waterway

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

C. Approve Patricia Livingston Contract# 2022-WAGZ-WC-02 in

the amount of \$18,447.49 for 410 Grade Stabilization

Structure – **Board Action**

(Funding source Greater Zumbro Watershed Based Funding)

Piggy back with EQUIP – both projects

Motioned by Klennert and seconded by Ross to approve Patricia Livingston Contract# 2022-WAGZ-WC-02 in the amount of \$18,447.49 for 410 Grade Stabilization Structure.

Affirmative:

Opposed: None

Motion Carried

D. Approve Diane McNallan Contract# 2022-WAGZ-WC-04 in the amount of \$5,491.82 for 410 Grade Stabilization Structure –

Board Action

(Funding source Greater Zumbro Watershed Based Funding)

Motioned by Klennert and seconded by Ross to approve Diane McNallan Contract# 2022-WAGZ-WC-04 in the amount of \$5,491.82 for 410 Grade Stabilization Structure.

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

E. Approve revision to the Wabasha SWCD Cost Share Policy to add “Landowners are required to get three bids for projects that are approximately \$5,000.00” – **Board Action**

Discussion on wording for bids. People hearing about 90% cost share.

Conclusion: Change addition to Wabasha SWCD Cost Share Policy to say

“Landowners are required to request three bids for projects when cost estimate exceeds \$10,000.00”

Motioned by Klennert and seconded by Knudsen to approve the revision to the Wabasha SWCD Cost Share Policy to add “Landowners are required to request three bids for projects when cost estimate exceeds \$10,000.00”

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

Note: Bob Walkes was leaving meeting, Terri brought up that the County Budget Request Draft is coming up later in the meeting, Letter R and asked Bob if he had any comments. Bob said it looked fine. Series of questions that are answered in the draft request. He said it will be received well as presented.

Bob left meeting at 9:58 am

- F. Approve Jeremiah Leonhardt Contract# 21-Capacity-8 in the amount of \$2,700.00 for practice 340 Cover Crops -**Board Action**
(Funding sources FY2021 Capacity \$1,800.00 and FY2022 Capacity \$900.00)

Motioned by Klennert and seconded by Knudsen to approve Jeremiah Leonhardt Contract# 21-Capacity-8 in the amount of \$2,700.00 for practice 340 cover Crops
Affirmative: Ross, Klennert, Knudsen, Zabel
Opposed: None
Motion Carried

- G. Approve Change Order No. 3 for Contractor Environmental Troubleshooters, Inc. for change to site restoration methods and second mobilization on the North Fork Zumbro River Channel Restoration Project in the amount of \$12,253.70 – **Board Action**
(Memo included discussing the changes)

Motioned by Knudsen and seconded by Ross to approve Change or No. 3 for Contractor Environmental Troubleshooters, Inc. for change to site restoration methods and second mobilization on the North Fork Zumbro River Channel Restoration Project in the amount of \$12,253.70.
Affirmative: Ross, Klennert, Knudsen, Zabel
Opposed: None
Motion Carried

- H. Approve payment of Voucher # 9 for Environmental Troubleshooters, Inc. in the amount of \$12,008.63 – **Board Action**
(For work done up through 5/20/22 - \$245.07 Retainage 2%)

Motioned by Klennert and seconded by Knudsen to approve payment of Voucher #9 for Environmental Troubleshooters, Inc. in the amount of \$12,008.63.
Affirmative: Ross, Klennert, Knudsen, Zabel
Opposed: None
Motion Carried

- I. Approve Daniel Sell Contract# 22-Capacity-1 in the amount of \$18,004.50 for 412 Grassed Waterway – **Board Action**
(Funding source FY 2022 Capacity)

Motioned by Knudsen and seconded by Klennert to approve Daniel Sell Contract# 22-Capacity-1 in the amount of \$18,004.50 for 412 Grassed Waterway.
Affirmative: Ross, Klennert, Knudsen, Zabel
Opposed: None
Motion Carried

- J. Approve Larry Stromness Contract# 20-CWMA-10 in the amount of \$2,100.00 for 314 Brush Management – **Board Action**
(Funding source FY20 CWMA)

Motioned by Knudsen and seconded by Ross to approve Larry Stromness Contract# 20-CWMA-10 in the amount of \$2,100.00 for 314 Brush Management.

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

- K. Resolution Process - Meeting for potential resolutions – **Board Discussion**

Conclusion: Someone will need to write up short resolutions and send to Terri. Ideas such as soil loss., groundwater-safe drinking water, private well testing. Terri will run them by Sheila Vanney, our state lobbyist to see if she has any changes, input. Email to each board member. Board members make changes then vote on resolutions by emails, separately.

- L. Conservation Farmer of the Year – Board Discussion

Discussion: Nominate someone who is a steward of the land, has a vision of farming and has conservation practices in place. What other Community involvement do they have? Get suggestions from staff and bring to next meeting. Dag was going to contact possible nominee. Nominee approval by July, August to State.

- M. Woodland Manager of the Year - Helen Myers - **Board Discussion**

Helen Myers. Forestry Committee approved her as Woodland Manager.

- N. May 31st Filing deadline for board member election (Dag)

Discussion on finding a new board member

Larry Theismann is not filing. Can check with people that you may have personal contact with. Need someone that can work with farm community and knows about conservation practices. Openings in the paper. Current board members are supposed to contact people to run for election.

- O. Local Work Group Meeting – **Board Action**

Terri was notified that we need to set up Local Work Group meeting. If everyone is available, we will have it right after the June 23 board meeting.

NRCS requires SWCD's set up meeting and invite partners and chair it.

They give us interests to prioritize and put together ranking sheet. This goes back to NRCS to use to assign points for how EQIP gets funded.

- P. 2022-2023 Climate Impact Corps Site Award – **Informational**
Lynn received email about contract with AmeriCorps to sign and wasn't sure about it. AmeriCorps is looking for someone to host an Urban Forester for 11 months, starting August. Katie Himanga, Lake City could use once a week. Urban Forestry – outreach, working with cities. Contract can be signed. 3 or 4 SWCD's taking similar positions, so would have co-workers, training.
- Q. West Indian Newsletter Apr/May – **Example/Informational**
Jen worked on this newsletter. Will have her come to June meeting to talk about what she has been doing. Newsletter every two months.
Beau Kennedy, set up meeting with Town Square, media presentation. \$3,600.00 a year for advertising that could be added into billing rate.
- R. County Budget Request – Draft/Working Copy – **Board Discussion and input**
This was discussed after Letter E in New Business.
Terri stated will be using same format as last year. If the board has any suggestions let Terri know, as she will be working on it over the weekend.
- S. Upcoming Events:
i. Monday, May 30 Memorial Day – Holiday
ii. Monday, June 20th Juneteenth National Independence Day - Holiday
iii. Tuesday, June 28th 9:00 am to 3:30 pm Southeast MN SWCD's Area 7 Business and Resolutions Meeting at the Rice County Fairgrounds (Tour of Faribault Woolen Mills)

XII. Board Reports

- A. Whitewater JPB – Lynn – **No meeting**
B. Zumbro 1W1P – Larry (alternate Dag) – **No Meeting**
C. WinLaC 1W1P – Lynn – **No Meeting**
D. SE SWCD Technical Support JPB – Larry – **No Meeting**
Terri reported that they did have an Executive Committee Meeting for Grant to continue funding through BWSR for big feed lots. Decision to use a priority ranking tool and limit amount to \$100,000.00
E. County Board Meeting – Larry (alternate Sharleen) – **Sharleen attended**
F. Hiawatha Valley RC&D – Lynn – **No Meeting**

Motioned by Ross and seconded by Klennert to close regular session and go in to closed session at 11:18 am

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

XIII. Closed Session

- A. Henry Stelten Leave of Absence – **Board Discussion/Board Action**
FMLA Policy, Accrued hours - Sick leave/Annual Leave/Comp Time

XIV. Reopen Regular Meeting

Motioned by Ross and seconded by Klennert to approve Henry's proposal request for work at home, which will be monitored.

Affirmative: Ross, Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

XV. Adjourn – Board Action

Motioned by Zabel and seconded by Klennert to adjourn the meeting at 11:30 am.

Affirmative: Ross, Klennert, Ross, Zabel

Opposed: None

Motion Carried

Respectively Submitted By:

Larry Theismann, Secretary

Wabasha Soil and Water Conservation District

Cash Balances

As of May 31, 2022

	<u>May 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	29,688.91
Money Market WNB Financial	7,400.55
Peoples State Bank Money Market	357,079.64
Petty Cash	86.90
WNB Financial	12,877.78
Total Checking/Savings	<u>407,133.78</u>
Total Current Assets	<u>407,133.78</u>
TOTAL ASSETS	<u><u>407,133.78</u></u>
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

06/21/22

Balance Sheet

Accrual Basis

As of May 31, 2022

	May 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	29,688.91
Money Market WNB Financial	7,400.55
Peoples State Bank Money Market	357,079.64
Petty Cash	86.90
WNB Financial	12,877.78
Total Checking/Savings	407,133.78
Accounts Receivable	
11000 · Accounts Receivable	1,409.00
Total Accounts Receivable	1,409.00
Total Current Assets	408,542.78
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	453,359.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-95.56
Total Accounts Payable	-95.56
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
FY22 Buffer Initiative	17,000.00
FY22 Capacity	119,699.00
FY22 Conservation Delivery	19,619.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of May 31, 2022

06/21/22

Accrual Basis

	<u>May 31, 22</u>
FY22 State Cost Share	15,401.00
Total Deferred Revenue	498,762.49
Deposit on Tree Sales	35.00
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	565.83
Total Other Current Liabilities	502,138.17
Total Current Liabilities	502,042.61
Total Liabilities	502,042.61
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	43,252.65
Net Income	-216,328.34
Total Equity	-48,682.91
TOTAL LIABILITIES & EQUITY	<u>453,359.70</u>

Wabasha Soil and Water Conservation District
Profit & Loss
 May 2022

	May 22
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	140.00
Tree Sales	12,741.96
Total Charges for Services	12,881.96
Intergovernmental Revenues	
Federal	
FY22 MPCA - Chloride Monitoring	17,494.80
Total Federal	17,494.80
State	
FY20 Gorman Creek Restoration	8,482.65
FY21 Regnl DW for Private Wells	2,050.58
MAWQCP	8,570.13
North Fork Zumbro-Mazeppa	6,109.41
Total State	25,212.77
Total Intergovernmental Revenues	42,707.57
Total Income	55,589.53
Gross Profit	55,589.53
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	46.22
Building Rent	920.43
Employee Education and Training	610.50
Internet Expense	79.66
Subs. and Pubs.	602.26
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	48.02
Hyundia Tucson Vehicle Expense	30.28
Total Vehicle Expenses	78.30
Total Other Services and Charges	2,337.37
Personnel Services	
Employee Salary Permanent	16,426.31
Employer Life and Health	
66000 - Payroll Expenses	6,853.25
Employer Life and Health - Other	22.00
Total Employer Life and Health	6,875.25
Employer Share FICA	1,123.62
Employer Share Medicare	262.77
Employer Share PERA	1,357.56
Total Personnel Services	26,045.51
Supplies	
Office Supplies	92.26
Total Supplies	92.26
Total District Operations	28,475.14
Project Expenditures	
District	
Tree Expense	8,786.50
Total District	8,786.50

Wabasha Soil and Water Conservation District
Profit & Loss
May 2022

06/21/22

Cash Basis

	May 22
Federal	
319 Focus Small Wtrshd-W.Indian	3,350.00
FY22 MPCA Chloride Monitoring	334.00
Total Federal	3,684.00
Partners Grants	
NFWF-Planning for WQ & Habitat	2,422.90
Total Partners Grants	2,422.90
State	
FY21 Capacity	4,683.75
MAWQCP Administration	8,570.13
North Fork Zumbro-Mazeppa	14,550.13
Total State	27,804.01
Total Project Expenditures	42,697.41
Total Expense	71,172.55
Net Ordinary Income	-15,583.02
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	192.55
Total Interest Income	192.55
Total Other Income	192.55
Net Other Income	192.55
Net Income	-15,390.47

Red=Mileage
 Blue=Billable time Charges
 Orange=Adjustment of program to reduce County Funds
 Green=Adjustment of Negative Programs with no funds coming to equal zero and reduce County/District funds.

Cash	District Funds
Balance of all cash on hand checking, savings, and investments.	Funds come primarily from fees for services, and tree sales.

	Date	Doc# / Details	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
	4/1/2022	Beginning Balance			\$434,704.90			\$246,791.52
		GENERAL LEDGER ACCOUNTS			\$434,704.90			\$246,791.52
		Sales Tax Liability			\$434,704.90			\$246,791.52
		CD Cashed			\$434,704.90			\$246,791.52
		REVENUE ACCOUNTS			\$434,704.90			\$246,791.52
		Intergov. Rev. - County/Local/Private			\$434,704.90			\$246,791.52
		Intergov. Rev. - State	42,707.57		\$477,412.47			\$246,791.52
		Intergov. Rev. -Federal			\$477,412.47			\$246,791.52
		Charges for Goods & Services	\$818.20	\$8,826.22	\$469,404.45	\$818.20	\$8,826.22	\$238,783.50
		Interest - CD's			\$469,404.45			\$238,783.50
		Interest - Money Market	\$192.55		\$469,597.00	\$192.55		\$238,976.05
		Other			\$469,597.00			\$238,976.05
		EXPENDITURE ACCOUNTS			\$469,597.00			\$238,976.05
		Personnel Services		\$26,045.51	\$443,551.49		\$26,045.51	\$212,930.54
		District Operations		2,081.90	\$441,469.59		2,081.90	\$210,848.64
		Supplies			\$441,469.59			\$210,848.64
		Mileage			\$441,469.59			\$210,848.64
		Project Expense-Local/Private Partners			\$441,469.59			\$210,848.64
		Project Expense-State		28,563.01	\$412,906.58			\$210,848.64
		Project Expense-Federal		\$5,772.90	\$407,133.68			\$210,848.64
		Distribute Hours Worked			\$407,133.68	\$35,549.64		
	4/30/2022	Ending Balance	\$43,718.32	\$71,289.54	\$407,133.68	\$36,560.39	\$36,953.63	\$246,398.28

FY 2020 State Cost Share (Technical/Administration)			FY 2021 State Cost Share (Technical/Administration)			FY 2022 State Cost Share (Technical/Administration)			2018 SWCD Local Capacity Services		
P20-5254, \$15,401 grant period 08/27/2019 to 12/31/2022			P21-5344, \$15,401 grant period 08/27/2019 to 12/31/2022			P22-5741, \$15,401 grant period 11/19/2021 to 12/31/2024			FY2018 \$100,000 P18-7145 Grant Period 01/03/2018 to December 31, 2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$2,336.70	\$0.00	\$0.00	\$8,705.80	\$0.00	\$0.00	\$15,401.00	\$0.00	\$0.00	\$1,729.56
\$0.00	\$0.00	\$2,336.70	\$0.00	\$0.00	\$8,705.80	\$0.00	\$0.00	\$15,401.00	\$0.00	\$0.00	\$1,729.56

2019 SWCD Local Capacity Services			2020 SWCD Local Capacity Services			2021 SWCD Local Capacity Services		
FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021			FY2020 \$111,348 P20-7534 Grant Period 10/28/2019 to December 31, 2022			FY2021 \$111,348 P21-2851 Grant Period 11/25/2020 to December 31, 2023		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$4,279.45	\$0.00	\$0.00	\$4,016.02	\$0.00	\$0.00	\$36,221.50
							4683.75	
\$0.00	\$0.00	\$4,279.45	\$0.00	\$0.00	\$4,016.02	\$0.00	\$4,683.75	\$31,537.75

FY2020CWMA			2016 and 2017 AIS			AgCertainty		
C16-3353 \$15,000 25% cash or in-kind match required, effective date 01/26/2018. 100% received			Program funds for gap period carried forward			Bill for time and expenses. Invoice to MDA with other administrative billing for program. Quarterly billing for district staff.		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$2,018.81	\$1,969.75	\$0.00	\$0.00	\$76,315.06	\$357.98	\$113.42	(\$124.06)
	\$37.63						\$1,105.85	
\$0.00	\$37.63	\$1,932.12	\$0.00	\$0.00	\$76,315.06	\$0.00	\$1,105.85	(\$1,229.91)

Volunteer Nitrate Monitoring			FY2020 Buffer Initiative (BWSR)			FY2021 Buffer Initiative (BWSR)		
Bill quarterly for work done - administered by Olmsted SWCD			FY2020 \$20,000 P20-7624 Grant Period October 28, 2019 to December 31, 2022			FY2020 \$20,000 P21-2851 Grant Period November 25, 2020 to December 31, 2023		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$10.90	\$0.00	\$2,355.50	\$4,842.45	\$0.00	\$0.00	\$15,163.00
\$0.00	\$0.00	\$10.90	\$0.00	\$434.17	\$4,408.28	\$0.00	\$0.00	\$15,163.00

N Fork Zumbro Mazeppa			NFWF Planning Grant			Regional MAWQCP			2019 Regional Drinking Water Protection		
Fiscal Agent for project Reimbursable through DNR Final Request for payment must be submitted on or before June 30, 2023			Reimbursable from NFWF. Total grant \$117,978.64. Final Financial report submi by 3/31/2022			Bill MAWQCP for Olmsted staff and expenses, Wabasha staff and expenses, and area promo participants.			Administered by Filmore		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		(\$4,012.73)			(\$58,796.49)			\$3,147.66	\$974.78		\$840.87
\$6,109.41						8,570.13					
	\$14,550.13						\$8,570.13				
	\$115.57			\$2,422.90							
				\$3,260.19							
\$6,109.41	\$14,665.70	(\$12,569.02)	\$0.00	\$5,683.09	(\$64,479.58)	\$8,570.13	\$8,779.76	\$2,938.03	\$0.00		\$840.87

2020 Lower Zumbro Outreach			2020 MPCA SWAG- MWL			2020 Gorman Creek			2020 Whitewater Cover Crop Protection		
Renewed for 2021 - Reimbursable through TNC for up to \$2,500 and District committed \$2,500			Administered by Whitewater JPB according to workplan			Fiscal agent for stream restoration (DNR)			Managed by Whitewater JPB (we have sub-agreement)		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		(\$9,204.76)	\$0.00		\$253.63
						\$8,482.65					
\$0.00		\$0.00	\$0.00		\$0.00	\$8,482.65		(\$722.11)	\$0.00		\$253.63

2020 NACD TA Grant			2021 NACD TA Grant			2021 MDA Knotweed Grant			2021 Safe Drinking Water		
Fiscal Agent for 4 County work on NRCS proejects. EQIP TA billed by JPB engineering staff. CSP TA for local (Sue's time)			Fiscal Agent for 4 County work on NRCS proejects. EQIP TA billed by JPB engineering staff.			Knotweed Grant - Reimbursable			Regional grant - reimbursable through Olmsted		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00		\$21,844.40	\$0.00		\$16,488.06	\$0.00		(\$3,561.82)	\$0.00		(\$1,711.72)
									\$2,050.58		
\$0.00		\$21,844.40	\$0.00		\$16,488.06	\$0.00		(\$3,561.82)	\$2,050.58	\$180.41	\$158.45

2021 NPS 319 Grant			2022 WinLac Chloride Monitoring			West Indian Creek 319			2022-23 WAGZ		
Whitewater Administer-Reimbursable Itema Match requirement						Whitewater Administer-Reimbursable Itema Match requirement					
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00		\$0.00	\$0.00		(\$18,604.71)	\$0.00		(\$7,883.78)	\$2,129.79		(\$1,094.94)
			\$17,494.80								
				\$334.00							
				\$56.44			\$3,350.00			\$751.41	
							\$258.01				
\$0.00		\$0.00	\$17,494.80		(\$1,500.35)	\$0.00		(\$11,491.79)	\$0.00		(\$1,846.35)

Wabasha Soil and Water Conservation District

Monthly Bills Listing

June 23, 2022

Type	Date	Num	Name	Memo	Acco...	Original Amount	Paid Amount
Jun 23, 22							
Liability-Check	06/23/2022	11625	QuickBooks Payroll Service- Auditor/Treasurer of Wabasha County	Created-by:Payroll Service on-06/01/2022	WNB...	5,148.80	5,148.80
Bill Pmt -Check	06/23/2022	11626	HBC	QuickBooks-generated zero-amount transaction for bill payment stub	WNB...	-559.85	-559.85
Bill Pmt -Check	06/23/2022	11627	Henry Stelten-b	Internal 6-02 to 7-01-2022	WNB...	0.00	0.00
Bill Pmt -Check	06/23/2022	11628	Jennifer Wahls-C	3rd Qtr 2022 HSA Contribution	WNB...	-79.66	-79.66
Bill Pmt -Check	06/23/2022	11629	MACDE	2022 MACDE Dues - 4 employees	WNB...	-375.00	-375.00
Bill Pmt -Check	06/23/2022	11630	Mathew Kempinger-c	3rd Quarter 2022 HSA Contribution	WNB...	-3,035.93	-3,035.93
Bill Pmt -Check	06/23/2022	11631	Mike Haase	19-319FL-5 Fed. Small Feedlot Fix	WNB...	-100.00	-100.00
Bill Pmt -Check	06/23/2022	11632	Mittel Schulte, Inc.	July 2022 Rent	WNB...	-6,393.44	-6,393.44
Bill Pmt -Check	06/23/2022	11633	MN Dept of Natural Resources	500 -Red (Norway Pine) seedlings + shipping 33.00	WNB...	-920.43	-920.43
Bill Pmt -Check	06/23/2022	11634	Orsted County Public Works	May, 2022 Mark Root Salary, Benefits and MAWQCP	WNB...	-196.00	-196.00
Bill Pmt -Check	06/23/2022	11635	Susan Cervinski-1	3rd Qtr 2022 HSA Contribution	WNB...	-8,570.13	-8,570.13
Bill Pmt -Check	06/23/2022	11636	Terrl Peters (Expenses)		WNB...	-750.00	-750.00
Bill Pmt -Check	06/23/2022	11637	Wabasha County Highway Department	May Gas for Hyundai & Silverado	WNB...	-838.34	-838.34
Bill Pmt -Check	06/23/2022	11638	Tony Burke	2022WAGZ-WC-03 410 Grade Stabilization and 412 Grassed Waterway	WNB...	-109.18	-109.18
Jun 23, 22						-21,903.19	-21,903.19

~49729.95

~44,581.15

Monthly Report – June 2022

Matt Kempinger

Training

- Information and Security Awareness
- Preparation for Wetland Training

Projects

- Construction monitoring for 1 feedlot fix
- Construction monitoring for 1 grassed waterway
- As-Built certification for 1 grassed waterways
- Pre-construction meetings for 2 projects
- Prepared 1 grade stabilization project contract
- Prepared 1 grassed waterway contract
- Prepared voucher for 1 feedlot project
- Staked 1 grade stabilization structure site for construction
- Initial site investigation for 2 waterway sites
- Preliminary design work for 1 waterway sites
- Preliminary design work for 6 grade stabilization structure sites
- Reviewed 10 grade stabilization structure preliminary designs with farmers
- Prepared preliminary cost estimates for 4 West Indian Creek projects
- Submitted gopher one tickets for 2 projects

Others

- Represented Wabasha SWCD at Family Night on the Farm
- Worked on rewording bid requirements in cost share policy
- Assisted with clean-up of annual tree sale
- Processing of 3 WCA joint applications
- Review of 2 1026 requests for WCA
- Reviewed 1 wetland bank credit withdrawal
- Held 1 virtual WCA TEP meeting
- Aided and advised citizens regarding WCA concerns
- Informed 2 landowners about MAWQCP program
- Provided documentation to MAWQCP specialist for 3 projects
- Answered general resource questions from public and assisted where possible
- Buffer compliance monitoring

WABASHA SOIL AND WATER CONSERVATION DISTRICT

PERSONNEL POLICY HANDBOOK

SWCD Board Approved

Date

Board Chair

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 a 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.

ANTI-DISCRIMINATION STATEMENT - Equal Opportunity Employer

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.

Applicants

1. 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.

Employee accommodation Requests

2. Employees should contact the District Manager with requests for accommodation. The District Manager should contact the Personnel Committee.

3. 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.
4. 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.
5. 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.
6. 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.

TENNESSEN WARNING FOR EMPLOYEES

In accordance with the Minnesota Government Data Practices Act, the District is required to inform employees of their rights as they pertain to the private information we collect from them. The information we collect from employees is classified by law as either public (anyone can see it), private (the public is not given access, but you are), or confidential (even you cannot see the information). As an employee of the District, much of the data that we have about you is classified as public according to Minnesota Statutes, section 13.43, subdivisions 2 and 3.

The information we request from you from time to time during your employment may be used for one of more of the following purposes:

- To distinguish you from all other applicants or employees and identify you in our personnel files;
- To determine your eligibility for employment or promotion and make employment decisions about you and evaluate your performance;
- To contact you or other significant persons in an emergency;

- To enroll you and your family members for health insurance and other benefits programs;
- To enroll you for pension plans;
- To account for wages paid;
- To justify travel expense reimbursement;
- To account for other employer paid fringe benefits;
- To compile Equal Opportunity and Affirmative Action reports;
- To make decisions regarding your eligibility for sick leave, family and medical leave, parenting leave and other leaves;
- To make decisions regarding your eligibility for workplace accommodations, including accommodations for disabilities;
- To comply with workers compensation requirements in the event of an injury; and
- Provide information during workplace investigations;

In most instances, the information which you are asked to provide is not required to be provided by law, but it may be the case in a particular circumstance. It is generally to your benefit to provide it. Without the requested information, this may not be able to determine your eligibility for employment opportunities, compute your wages, or grant you other benefits.

Federal law permits government agencies to require an individual to provide his/her social security number for the administration of any tax. Please be aware when you are asked to give your social security number on Revenue forms, this collection is mandated by law. This information will be shared with the Minnesota Department of Revenue, the Internal Revenue Services and security tax programs. In most other cases the disclosure of your social security number is voluntary.

The information you provide may be shared with individuals within the District whose job duties reasonably require access and individuals outside of the District whose duties require access, such as insurance vendors, consultants, attorneys and retirement plan employees.

Information may also be shared with other agencies authorized by law to receive specific data, including but not limited to:

1. Absent/non-supportive parents;
2. Civil/human rights complaints;
3. Worker's Compensation;
4. Unemployment Compensation;
5. Labor Contracts;
6. Child/vulnerable adult abuse.

If you have any questions about this notice, please contact the District Manager. The information in this notice applies to future information requested and provided to the District during the course of your employment, whether the contact is in person, by mail, or by phone.

DATA PRACTICES ACT

All data collected, received, or maintained by the District, including data collected, received, or maintained by District employees are governed by the Minnesota Government Data Practices Act (“MGDPA”). All employees must exercise extreme care to maintain data in accordance with the provisions of that law.

Employees may only access private, confidential or non-public data when they have a legitimate work-related purpose for doing so. The District Manager, as the Responsible Authority for government data for the District, shall be consulted regarding the appropriateness of access to any private, confidential or non-public data.

Employees who improperly access, view, obtain or disclose private, confidential or non-public data shall be subject to disciplinary action, including discharge from employment.

Employees **shall never** release any private or confidential data to any non-District employee (including, but not limited to, employees’ families, friends, and spouse) or to any District employees not officially concerned with the information.

If an employee is uncertain whether data is public or private or whether the data can be released, accessed or discussed, the employee **must** consult with the District Manager.

The wages and benefits of public employees are public data and may be discussed by employees and released by the District upon request.

No adverse employment action, including any form of retaliation, be taken against any employee for disclosing the employee’s own wages or discussing another employee’s wages. An employee may bring a civil action against the District for a violation of his or her rights related to disclosing or discussing public wage data. Remedies for a violation of such rights may reinstatement, back pay, restoration of lost services, credit, if appropriate, and the expungement of any related adverse records of an employee who was the subject of the violation.

NO EXPECTATION OF PRIVACY

Employees shall have no expectation of privacy in any District property, including desks, vehicles, filing cabinets, work product, computer storage, email, voice mail, or other District property or devices of any kind.

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.

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.

1. 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.

2. The Soil and Water Conservation District Board shall approve a salary compensation range for the application job description.

3. 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.

7. 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.
4. 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.
 1. 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.
 2. It will be the responsibility of the District Manager and/or the Personnel Committee to vet viable internal candidates for interview.
5. The Personnel Committee shall convene for an interview/oral examination of the internal applicants' competency of the position.
6. The Personnel Committee shall be responsible for determining their choice candidate for hire of the position.
7. 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
4. Compensation (salary), fringe benefits (insurance), working hours (office hours, lunch and breaks) and any special conditions of employment.
5. Safety procedures and where to report accidents.
6. The authority levels of each employee. No employee other than the District Manager has the authority to enter into contracts, hire or fire. The District Manager's authority to hire, fire and enter into contracts is based upon Board delegation.
7. Complete all necessary employment forms.

8. 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, and temporary part-time. Additional assistance could be provided through 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 (minimum of 1040 hours worked) 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 (minimum of 1040 hours worked) of continuous employment, the employee will then be classified as a regular employee.

Annual and sick leave, benefits shall accrue during the probationary period but may not be used until after its completion unless otherwise approved by the District Manager. Compensatory time off earned due to overtime worked may be used during probation. Other paid leave 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 those 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 normally 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

Employer 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

1. District employees are expected to report to the District Manager on a regularly scheduled basis with report on their activity and request direction as needed to move district work forward.
2. 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.
3. 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

1. **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. The anniversary date may be adjusted based upon a leave of absence. Any break in service and rehire shall result in a new anniversary date.
2. **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.

3. **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 30th or prior, they would be eligible for salary increase for January 1st of the following year. If the start date is July 1st or later, they would not be eligible for an increase for January 1st of the following year and would wait 1 calendar year from January 1st for eligibility. The SWCD Board will have discretion on decisions.

4. **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.

a. 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.

b. 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.

5. **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. A percentage set by the Public Employee's Retirement Association (PERA) is also withheld and the district contributes a match amount that is also a percentage set by PERA. 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 or as required by law.

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. The District reserves the right to offer or discontinue these benefits at any time.

Employee Recognition

Employees will be recognized for years of service at five-year intervals. Recognition will consist of the following annual reward to occur on the anniversary of the employee’s hire date:

Years of Service	Reward
Year 5	Certificate of recognition on 5 th year anniversary date
Year 11 - 14	\$240 annual payment on anniversary date
Year 15 - 19	\$360/year annual payment on anniversary date
Year 20 - 24	\$480/year annual payment on anniversary date
Year 25 - 29	\$600/year annual payment on anniversary date
Year 30 - 34	\$720/year annual payment on anniversary date
Year 35 - 39	\$840/year annual payment on anniversary date



Year 40 - 44	\$960/year annual payment on anniversary date
Year 45 - 49	\$1080/year annual payment on anniversary date
Year 50 +	\$1200/year annual payment on anniversary date

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 be in paid status preceding and following a holiday to receive holiday pay. 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 nevertheless 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 Manager.

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
<i>0-3</i>	<i>1.85</i>
<i>4-6</i>	<i>2.31</i>
<i>7-10</i>	<i>2.77</i>
<i>11 +</i>	<i>3.23</i>

40.0 Hour Work Week

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

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. Probationary employees are not eligible for payment of accrued vacation upon termination of employment.

Upon termination of employment, employees who resign or retire in good standing shall be paid for unused vacation leave that has been earned through the last day of work. 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

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 justifiable reasons upon written request to the Board. 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 or benefits.

Medical/Sick Leave

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, as set forth below. 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

Sick leave shall not be paid out as severance at termination of employment.

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.

- a. Full-time employees (40 hours per week) Earn sick leave benefits based on the schedule above.
- b. 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).
- c. Casual part-time employees are not eligible to accrue sick leave benefits.
- d. 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:

- a. Illness, disability or injury to the employee, causing absence from work.
- b. Need by the employee for acute medical, dental or vision care.
- c. 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).
- d. Pregnancy related health care and incapacity.
- e. An employee may use sick leave for themselves, and a combined total of 160 sick leave hours annually for the relatives listed in at the beginning of this section, 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.

The District Manager, Payroll Administrator, and 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 items from list below.

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. An employee is absent more than three (3) days absence or absent more than three days (3) over the course of twenty (20) workdays. The District Manager/Personnel Committee/Board of Supervisors 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)

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.

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, because 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 pursuant to the provisions of the ADA section above. Employees must provide documentation from a licensed health care provider regarding the nature and expected duration of the medical condition. Employees shall be required to pay for their health insurance during the unpaid portion of the leave of absence.

Despite the fact that NO DISTRICT EMPLOYEES ARE ELIGIBLE, the Family and Medical Leave Act requires that the following information be set forth in District policies even though the District has no eligible employees:

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent. An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions. An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under

or related to the FMLA. **ELIGIBILITY REQUIREMENTS. An employee must meet all three criteria in order to be eligible for FMLA leave. The employee must:**

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- **Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.**

REQUESTING LEAVE Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures. Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified. Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

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. This will be based upon needs of the District and case by case evaluation.

Bereavement 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, grandparents 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) workdays 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 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 if an employee has worked a portion of the pay period. The SWCD may continue paying the employer contribution towards health and life insurance during an approved LWOP or portion thereof. The employee remains responsible for his/her benefit contributions, such as health and life insurance premiums, while on LWOP. Employees taking LWOP will **not** continue to accrue time off benefits during the LWOP period. . If combined with limited work or approved telework hours, time off will be accumulated at a prorated rate consistent with time worked and determined by leave accrual rates (see annual and medical leave accrual rate policy).

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.

No-cost confidential access to the EAP is available by calling 1.800.550.MCIT. This includes a 24-hour crisis line for emergencies.

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:

- 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 the employee on their own time for which they are compensated by the District.
- e. 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.
- f. 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)*

- e. 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:

- 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 *(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 a decision.

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.

- A. Parking fees for meetings/trainings are eligible expenses that the District will reimburse the employee.
- B. 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.
- C. 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.
- D. 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.

- E. 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.

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 7:00 a.m.

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.

Dinner – Reimbursement may only be claimed if employee is away from the Wabasha SWCD on a job-related assignment outside of Wabasha County after 6:00 p.m.

Meals may not include alcohol.

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 or overtime.

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

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:

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 must 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.

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:

- 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 as soon as possible but no later than 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 as soon as possible but no later than 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.

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.

Semi-casual dress for work will be neat, clean and appropriate.

Professional dress is always appropriate. Such attire would consist of dress shirt, ties, suits, or any business attire.

Attire that will not be accepted is t-shirts and caps displaying inappropriate sayings or graphics or suggestive clothing.

All employees must be neat and clean in appearance while at work and performing duties for the District.

All employees shall wear footwear at all times while working. Flip flops/beach sandals are not appropriate for the workplace. Employees doing field work shall wear closed toed shoes or boots and may be eligible for safety boots.

An employee's observance of religious dress will be accommodated unless it creates an undue hardship or safety risk.

Employees should not wear anything that other employees might find offensive or that might make coworkers or members of the public uncomfortable. The expectation is to provide a workplace environment that is comfortable and inclusive for all employees and the public. The District expects that employee work attire, although casual, will exhibit common sense and professionalism.

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 and safety footwear is at the sole discretion of the Wabasha SWCD Board of Supervisors.

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

- A. the necessity for the general public to identify particular employees
- B. 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, at its discretion, to:

- a. grant a biennial clothing allowance for purchase of the clothing;
- b. 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);
- c. buy clothing for the employee (considered non-taxable).

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.

An employee shall not receive direct or indirect benefits, privileges, exemption or advantages for them or their immediate family because of employee's position.

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.

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.

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.

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.

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.

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.

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.

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

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 SWCDs 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.

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.

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.

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.

Content and Expectation of Careful Use

Users shall be responsible for the content of all text, audio, and video created, 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.

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:

- A. 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.
- B. To transmit or receive obscene, abusive, or sexually explicit language or profanity unless in an official capacity while investigating crimes.
- C. To violate any local, state or federal law or engage in any type of illegal activity.
- D. To vandalize, damage or disable the property of another person or organization, including but not limited to property owned by SWCD.
- E. To access the materials, information or files of another person or organization without permission.
- F. 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.
- G. To engage in any form of gambling.
- H. 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.
- I. To engage in any type of commercial enterprise unrelated to the specific purposes and needs of SWCD.
- J. To engage in any form of solicitation without the express prior written consent of the District Manager or the SWCD Board of Supervisors.
- K. To promote any political or private causes, or other activities that are not related to the business purpose of SWCD.

- L. 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.
- M. 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.
- N. 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.
- O. For employees to engage in job search activities for positions outside of SWCD.
- P. To defame another or in any manner that harms the reputation of SWCD.
- Q. To engage downloading or uploading personal photographs under any circumstances.
- R. 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.
- S. To download any computer programs or applications onto the SWCD system without permission from the District Manager.

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.

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.

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:

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.

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.

Employees are responsible for the security of their passwords.

Passwords that are obvious, such as nicknames, dates of birth, names of family members or pets, or hobbies shall not be used.

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.

SWCD or system software may require the changing of passwords on a periodic basis and may specify a minimum length and format.

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.

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.

TELEWORKING POLICY

Purpose of Policy

In an effort to address requests from employees to work at home for time-limited arrangements or to complete brief projects, Wabasha SWCD sets forth a policy to define teleworking, to guide decisions about appropriate Teleworking arrangements, and to clarify employee and Wabasha SWCD responsibilities and obligations when a Teleworking Agreement is in place. All Wabasha SWCD employees are expected to comply with the following policy.

Definitions

Teleworking: To work on a time-limited basis or on special projects at a designated offsite workspace, most often the employee's home, on a regularly scheduled basis. Work offsite must be approved by the district manager and for periods that exceed 1 work week (40 hours), a written request that includes deliverable work items must be approved by the Wabasha SWCD Board of Supervisors at a regular board meeting.

Teleworking does not change the basic terms and conditions of employment as Wabasha County retains all inherent managerial rights and any rights and authority necessary to establish, modify, or eliminate this work arrangement. All forms of teleworking imply an employer-employee relationship with the employee receiving the same benefits as if they were not teleworking.

Primary Worksite: The Wabasha County office in Wabasha County (Wabasha, MN) that the employee would primarily work at if not teleworking.

Eligible Employees: Permanent full-time or permanent part-time employees who have been approved for telecommuting by the District Manager and/or Wabasha SWCD Board of Supervisors.

Teleworking Agreement: A document that describes a specific alternative work site arrangement agreed to between the employee and the District Manager.

Regular Hours: Those work hours during which the employee must be available for contact by the employer and/or the client.

Wabasha SWCD Property: Supplies, equipment, data or documents provided by Wabasha SWCD or produced by Wabasha SWCD employee, client, or other party related to Wabasha SWCD business.

Minimum Criteria for Consideration of Teleworking Agreement

The success of a teleworking arrangement is dependent upon the characteristics of the job, the employee, the employee's home technology, and the District Manager all being well-suited for such an arrangement. The District Manager has the authority to determine who is appropriate for the teleworking option and has additional case-by-case discretion in deciding whether to approve or deny a request to telework from an eligible employee. In special cases that requests exceed a time period of 1 work week (40 hours), a written request also must be approved by the Wabasha SWCD Board of Supervisors at a regular board meeting.

Job minimum requirements.

To be considered for a teleworking arrangement, the employee's job must consist of duties that can be fulfilled while teleworking, including the following:

- A. Not require face-to-face contact with clients at a primary worksite.

- B. Not result in decreased internal or external customer service if conducted through teleworking.
- C. Consist of duties that can be fulfilled while teleworking.

Employee minimum requirements. To be considered for a teleworking arrangement, the employee must meet the following minimum requirements:

- A. Be employed with Wabasha SWCD for a minimum of 12 months of continuous employment.
- B. Be in compliance with Wabasha SWCD policies.
- C. Fully achieves expectations of their job, informed in part by the employee's most recent performance review. Employees cannot be on a Performance Improvement Plan and employees cannot be in their initial probationary period.
- D. Employees must apply for and be approved for teleworking by completing a written request stating work to be completed, time period requested, number of hours for planned teleworking, and obtaining approval from the District Manager and/or the Wabasha SWCD Board of Supervisors.
- E. Approval to telework terminates at the conclusion of the time period for which it is granted. If the teleworking employee's work activities change or the employee changes positions, the District Manager must reassess the employee's eligibility and schedule for teleworking. The District Manager or the Wabasha SWCD Board of Supervisors reserve the right to terminate the approval to telework at any time.

Technology Minimum Requirements. To be considered for a teleworking arrangement, the employee's proposed teleworking worksite technology must meet the following minimum requirements:

- F. Minimum internet connection speed of 5 Mb per second.
- G. Wabasha SWCD employees use USDA IT services and teleworking employees are required to keep their computers on and signed in while working remotely in order to receive updates and for security purposes. All other USDA guidance must be followed and required AgLearn IT/Security Trainings must be up to date.

And the employee must meet the following minimum requirements:

- H. Have the ability to solve basic hardware and software problems.
- I. Have a clear understanding of their intended teleworking worksite network set-up and how to connect Wabasha SWCD equipment to it, including:

- Location of their home router and how to connect to it directly (not through wi-fi)
- Location of the Ethernet cable and the USB (universal serial bus) cable port and any other necessary ports, etc.

Other Teleworking Worksite Minimum Requirements. In addition, the teleworker's worksite must be established in a manner that enables the employee to:

- A. Work uninterrupted.
- B. Secure Wabasha SWCD property for use only for Wabasha SWCD business.
- C. Secure non-public, protected, and sensitive data from sight and sound by other parties in compliance with federal and state requirements.

Additional Factors Considered

When ascertaining whether a teleworking arrangement is likely to be successful, the following additional factors will be considered:

- A. The needs of the employee's work team and division.
- B. Team responsibilities.
- C. Employee's work skills, including organizational, time management, self-motivation, reliability, and ability to work independently.
- D. Impact of teleworking on the work of other employees and clients.
- E. Impact on internal and external customer service.
- F. Wabasha SWCD acknowledges that teleworkers may require different in-office support (such as printing and mailing documents, checking and triaging physical mail). Such support may be made available but only as agreed to by the others that are affected by this additional work, and only to the degree that it is not less efficient for Wabasha SWCD in the aggregate as a result of the teleworking arrangement. It is important that explicit communication about such arrangements be made as part of establishing the teleworking arrangement.
- G. Teleworking worksite location, including the distance from the primary worksite, distance from the employee's clients, impact on ability to respond timely to client or work team needs, and impact on productivity

- H. Any other prevailing conditions identified by the District Manager after discussion with the Board of Supervisors.

Teleworking Agreement Requirements

In addition to continuing to meet the minimum requirements for consideration of a teleworking arrangement that are identified above, the following requirements apply as well:

- A. Policy Compliance. The teleworker must comply with all Wabasha SWCD policies. Failure to comply may result in revocation of the teleworking agreement and/or other appropriate disciplinary action.
- B. Dependent Care. The teleworker must manage dependent care and personal responsibilities in a manner that would be appropriate if they were working at their primary worksite and in a manner that allows them to successfully meet job requirements. (i.e., teleworking is not an appropriate alternative to having dependent care in place.)
- C. Performance Expectations. The teleworker is expected to be at least as productive, if not more so, than an employee who regularly works at the primary worksite.
- D. Teleworker Work Schedule. Teleworking itself does not alter an employee's work schedule. Rather, any changes to a work scheduled are handled in accordance with the work schedule policy.
- E. Impact to Leave Accrual and Benefits. In cases where approved hours are combined with a leave request (personal or medical) and there is a reduction in hours from normal employment status, leave accrual will be based on actual hours worked (see LWOP policy). Other employer paid benefits may be impacted.
- F. Teleworker Availability.

The teleworker is expected to be available at their teleworking worksite by phone and email during scheduled work hours unless conducting business elsewhere on behalf of Wabasha SWCD as appropriate or unless on approved paid or unpaid leave.

When attending virtual meetings, it is expected that the teleworker be visible through video and responsive via audio when appropriate for the meeting. i.e. it is not a virtual meeting option, maintaining video causes technical difficulties, participation is required in smaller team meetings.

The teleworker is expected to check in and out each day using appropriate time reporting software.

EMPLOYEE PERFORMANCE, DISCIPLINE and DISCHARGE POLICY

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.

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.

DISCIPLINE GUIDELINES

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.

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.

All employees are at-will and may be disciplined or discharged as the Board of Supervisors sees fit.

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:

- a. Misconduct or insubordination
- b. Carelessness in the handling or control of SWCD property or the appropriation of such property for personal use without adequate payment therefore.
- c. Unapproved absence from duty.
- d. 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.
- e. Dishonesty in performance of duties.
- f. Refusal to sign a warning notice or written notice of action following a grievance hearing by the Board adverse to the employee.
- g. Violation of SWCD policies or procedures.
- h. 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.
- i. Conviction of a felony or gross misdemeanor or any other crime which impacts public integrity.
- j. 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.
- k. 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.
- l. Any false statement, misleading or omitted data made on the application for employment or other document submitted in the course of employment
- m. Incompetency or inefficiency in the performance of duties.
- n. 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.

- o. Acts of being disrespectful, insulting and abusive, including the use of inflammatory language dealing with the public or any SWCD personnel.
- p. Improper accessing or disclosure of private, nonpublic or confidential information in violation of the Minnesota Government Data Practices Act or other law.
- q. 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.
- r. 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.
- s. 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.
- t. Engaging in unapproved outside employment.
- u. Falsification of records.
- v. Violation of the SWCD's policy regarding the use of the Internet and other technology.
- w. Taking action or making statements to discourage another person to withhold information from the District Administrator or SWCD Board of Supervisors.
- x. Violation of the provisions of any law, rule or regulation bearing on the employee's job duties.
- y. Inability to perform the essential functions of the employee's position with or without reasonable accommodation of a disabling condition.
- z. 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.
- aa. Violation of the Code of Ethics.
- bb. 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. 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.

- a. 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.
- b. 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.

ADMINISTRATIVE LEAVE WITH PAY

- a. 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.

GRIEVANCE APPEALS OF DISCIPLINE

- e. Disciplinary actions may be appealed pursuant to the grievance procedure within ten (10) calendar days.

EMPLOYEE DISCIPLINE and DISCHARGE POLICY ON OFFENSIVE CONDUCT, HARASSMENT and VIOLENCE

General Statement of SWCD Policy Against Offensive Conduct, Harassment and Violence

- a. 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.

- b. 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.
- c. 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.
- d. 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.

OFFENSIVE CONDUCT, HARASSMENT AND VIOLENCE DEFINED

1. Sexual Gender Based Offensive Conduct or Harassment Definition:

- a. 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:
- b. 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;
- c. 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

- d. 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.
- e. 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.

2. Sexual Violence: Definition:

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.

Sexual violence may include, but is not limited to:

- a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- c. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.
- d. assault upon another because of, or in a manner reasonably related to, gender.

3. **“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

4. **“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.

5. **“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

6. **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.

7. **“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.

8. **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.

a. 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;

b. 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

c. 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.

APPLICABILITY: OFFENSIVE CONDUCT, HARASSMENT OR BIAS MAY OCCUR:

1. Between a supervisor and an employee;
2. Between co-employees;
3. Between an employee or supervisor and a member of the public seeking to obtain or use public services/accommodations;
4. Between an official and employee or member of the public receiving or seeking public services/accommodations.
5. Against an employee or supervisor by a vendor;
6. 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, supervisor, 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. No employee shall report to work, travel to or from work in a work vehicle, or travel to any worksites, attend

any meeting or otherwise perform any duties or represent the District away from the workplace during or outside of regular work hours, while under the influence of alcohol, illegal drugs, controlled substances, or other drugs that adversely affect his or her work performance, alertness, coordination, reaction, response, judgment, decision-making, or safety. 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. All employees who are legally using medically authorized drugs, medications, or controlled substances that may adversely affect or alter his or her work performance, have an affirmative duty to notify the District Manager or Personnel Committee of their use of the drug, medication, or controlled substance by the start of the employee's scheduled duties. "Alter" means changed behavior which may limit an employee's ability to safely, efficiently and professionally perform job duties, or the behavior poses a threat to the safety of the employee or others. Such employees may be sent home and/or prohibited from reporting to work while legally using or under the influence of such medications, drugs, or controlled substances.
 4. No employee, while on duty or conducting the business of the District, shall engage or attempt to engage, or conspire to engage in conduct that would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.
5. As a condition of employment, no employee shall be in possession of alcoholic beverages of any kind, or engage in the manufacture, distribution, dispensation, possession, sale, or use of alcoholic beverages on or in any District property, including any vehicles, with the exception of sealed containers in motor vehicles.

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.

6. 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.

7. Each situation involving investigation and/or disciplinary action will be evaluated on a case-by-case basis, depending on the severity and circumstances involved.
8. 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.
9. The District prohibits all tobacco use on District-owned property including buildings, grounds, vehicles, and equipment.
10. 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

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.

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:
 - b. Copy of original grievance
 - c. Copy of District Administrator's response
 - d. Remedy sought
 - e. 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 be considered misconduct and shall constitute forfeiture of all severance benefits, including accrued vacation.**
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.
3. Forfeit accrued benefits.

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:

- A. The employee has given the appropriate notice required policy;
- B. The employee has voluntarily terminated employment without being under investigation for misconduct;
- C. The employee has completed the Termination Procedure policy;
- D. 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)

The Public Employees Retirement Association of MN (PERA) Coordinated and Basic offers allows a Phased Retirement Option (PRO) for employees if they meet specific eligibility requirements, if the employer decides, in its sole discretion, to offer phased retirement to retain experienced employees.

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>. The District will consider PRO on a case by case basis.

EMPLOYEE SEVERANCE PAY

Employees are entitled to 100% of compensatory time at current wage at time of resignation or termination.

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 payout

Accumulated sick leave shall not be paid to employees as severance pay.

Employees in Probationary Period

Employees who are in the probationary period, shall not be entitled to any payout for sick or annual leave benefits upon resignation or termination.

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.

The Personnel Handbook is designed to provide you with information on the employment policies of the Wabasha Soil and Water Conservation District (SWCD). The Wabasha 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.** It may be amended from time to time by the Board, with or without notice.

ADOPTION OF EMPLOYMENT POLICY

This Wabasha Soil and Water Conservation District Personnel Policy Handbook dated _____, 2022 replaces all previous employment policy of the Wabasha SWCD.

ACKNOWLEDGEMENT

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. I specifically understand and agree that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

I specifically agree that I have read and that I am responsible for complying with the Code of Ethics and Conflict of Interest Policy.

I specifically agree that I have read and that I am responsible for complying with the Expense Reimbursement Policy and that my failure to comply will result in the denial of expense reimbursement. Further, that any false submissions may result in the termination of my employment.

I specifically agree that I have read and that I am responsible for complying with the Office Credit Card Policy. The District may require that I sign additional agreement(s) before issuing a District credit card to me.

I specifically agree that I have read and that I am responsible for complying with the Electronic Communications and Computer Use Policy.

Employee’s Signature

Date

All of the personnel policies in this document shall take effect on this _____ day of _____, 2022.

Attest:

District Manager, Wabasha SWCD



Susan Cerwinske <susan.cerwinske.wabashawcd@gmail.com>

Townsquare Media options for agenda

7 messages

Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net> Wed, Jun 22, 2022 at 9:10 AM
To: "Pam.DeMorett@townsquaremedia.com" <Pam.DeMorett@townsquaremedia.com>, Sue Cerwinske <susan.cerwinske.wabashawcd@gmail.com>

Pam,

I have added Sue to this email so you have her contact information. Please have the proposals sent her way for the website and we will add it to our agenda.

Terri Peters, District Manager



611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651) 560 – 2044

"Don't judge each day by the harvest you reap but by the seeds that you plant."

- Robert Louis Stevenson, Scottish novelist (1850-1894)

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Pam DeMorett <Pam.DeMorett@townsquaremedia.com> Wed, Jun 22, 2022 at 10:37 AM
To: "Peters, Terri - NRCS-CD, Wabasha, MN" <terri.peters@mn.nacdnet.net>, Sue Cerwinske <susan.cerwinske.wabashawcd@gmail.com>

Cc: Daniel MacArthur <Daniel.MacArthur@townsquaremedia.com>, Peter Provost <Peter.Provost@townsquareignite.com>

Terri,

Thank you for taking time today to meet Peter, Daniel, and myself on a call about the Wabasha County SWCD website. You shared the website may need updating and you wanted to make sure you were being found for your services. You shared the website was essential for sharing agendas, minutes, audits, and programs. You shared you were considering a newsletter which could also live on the site.

Daniel did a brief keyword search of Wabasha County using the terms soil health, private wells, drinking water tests, soil erosion, water testing near me, etc. and discovered in May there were 190 searches in Wabasha County with these key words/phrases. Having your site optimized for your services would help get you to page #1 of Google and help increase education and awareness of your services and programs. (This is called SEO).

Attached are the pricing now through end of June for our services. There are add ons to choose, like retargeting banner ads. Retargeting is a tactic where anyone who goes online to your site is retargeted with banner ads six times a day for 30 days following their visit. This is very effective to get folks back into your site to see what you are offering, etc.

As you share this with your board please note we:

1. Have a dedicated person for all changes.
2. No contracts. You pay monthly for service
3. No set up fees.
4. You can add/delete programs as you have need with us

A good website with SEO is like another member of your team. It is an affordable way to be found for your services (with SEO) and optimizes for what you provide. Please let us know what additional questions you have.

I look forward to taking next steps.

Pam

Pam DeMorett

General Sales Manager

Faribault – Owatonna

(o) 507-333-4204 (m) 507-450-8064



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Internet Email Warning

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Microsoft Teams-image.png
66K

Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net> Wed, Jun 22, 2022 at 10:52 AM
 To: Pam DeMorett <Pam.DeMorett@townsquaremedia.com>, Sue Cerwinske <susan.cerwinske.wabashawcd@gmail.com>
 Cc: Daniel MacArthur <Daniel.MacArthur@townsquaremedia.com>, Peter Provost <Peter.Provost@townsquareignite.com>

Hi Pam,

Just to clarify, the package 8 is \$50/month and that was the last one we discussed today? Package 1 is the slightly upgraded with keyword stuff and \$100/month, Package 2 listed here added Facebook stuff and \$300/month? Oh, and the retargeting is extra \$50 or was that something you were including. Now I'm getting mixed up in the totals.

Thanks

Terri

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Pam DeMorett <Pam.DeMorett@townsquaremedia.com> Wed, Jun 22, 2022 at 11:07 AM
 To: "Peters, Terri - NRCS-CD, Wabasha, MN" <terri.peters@mn.nacdnet.net>, Sue Cerwinske <susan.cerwinske.wabashawcd@gmail.com>
 Cc: Daniel MacArthur <Daniel.MacArthur@townsquaremedia.com>, Peter Provost <Peter.Provost@townsquareignite.com>

Great questions. Answers in red below. I am also sharing some information that may be helpful for you/the board.


Just to clarify, the package 8 is \$50/month and that was the last one we discussed today? **YES**

Package 1 is the slightly upgraded with keyword stuff and \$100/month, **YES**

Package 2 listed here added Facebook stuff and \$300/month? **YES**

Oh, and the retargeting is extra \$50 or was that something you were including. **It is additional \$50.**

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382K

Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net> Wed, Jun 22, 2022 at 11:21 AM
To: Pam DeMorett <Pam.DeMorett@townsquaremedia.com>, Sue Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>
Cc: Daniel MacArthur <Daniel.MacArthur@townsquaremedia.com>, Peter Provost <Peter.Provost@townsquareignite.com>

Is the retargeting ongoing and \$50/month and can you give me a simple definition for that.

That should be my last question!for today. Sorry, lots to remember in a short time. I will get questions.

Thank you.

Terri Peters, District Manager



611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651) 560 – 2044

"Don't judge each day by the harvest you reap but by the seeds that you plant."

- Robert Louis Stevenson, Scottish novelist (1850-1894)

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Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>
To: susan.cerwinske@mn.nacdnet.net

Wed, Jun 22, 2022 at 11:35 AM

Sue Cerwinske
Bookkeeper/Admin. Asst.

Wabasha SWCD
611 Broadway Ave. Ste 10
Wabasha, MN 55981
651-560-2053

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 **Townsquare Info.pdf**
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Daniel MacArthur <Daniel.MacArthur@townsquaremedia.com> Wed, Jun 22, 2022 at 1:05 PM
To: Pam DeMorett <Pam.DeMorett@townsquaremedia.com>, "Peters, Terri - NRCS-CD, Wabasha, MN"
<terri.peters@mn.nacdn.net>, Sue Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>
Cc: Peter Provost <Peter.Provost@townsquareignite.com>

I should also add that the retargeting frequency is 6 times a day for the following 30 days after a visit. No matter where they visit online for the most part, that is the frequency you can expect!

Forgot to add that part.

Best,

[Win at Marketing:](#)

Daniel MacArthur | Online Marketing Consultant
phone | 701-595-9806
web | [townsquarebismarck.com]townsquareinteractive.com

[It's Time to Win at Marketing. | See How](#)

townsquare
interactive

From: Pam DeMorett <Pam.DeMorett@townsquaremedia.com>

Sent: Wednesday, June 22, 2022 11:07 AM

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Package 8 **\$50**

- ✓ Mobile Optimization
- ✓ Ongoing Design Changes
- ✓ Dedicated Marketing Specialist
- ✓ Free Domain Name Transfer
- ✓ Monthly Campaign Reporting
- ✓ Townsquare App
- ✓ Starter CRM
- ✓ Lead Management
- ✓ Email Marketing

Package 1 **\$100**

- ✓ Responsive Web Design
- ✓ Mobile Optimization
- ✓ On- & Off-Page SEO
- ✓ Directory Optimization
- ✓ Ongoing Design Changes
- ✓ Dedicated Marketing Specialist
- ✓ Monthly Campaign Reporting
- ✓ Townsquare App
- ✓ Starter CRM
- ✓ Lead Management
- ✓ Email Marketing

Package 2 **#300**

- ✓ Responsive Web Design
- ✓ Mobile Optimization
- ✓ On- & Off-Page SEO
- ✓ Directory Optimization
- ✓ Ongoing Design Changes
- ✓ Dedicated Marketing Specialist
- ✓ Monthly Campaign Reporting
- ✓ Townsquare App
- ✓ Starter CRM
- ✓ Lead Management
- ✓ Email Marketing

- ✓ 2 Posts per Week on Facebook
- ✓ Reputation Monitoring
- ✓ Facebook Page Management

Add Ons

- ✓ Website Scheduling
- ✓ Online Payments
- ✓ Integrated Apps
- ✓ Secure client portal

Premium App **\$50**

Add-On Retargeting **\$50**

Add-On Social Ads **\$500**

What Sets Townsquare Interactive Apart?

Dedicated Service

No online help tickets or customer support queues here. You'll talk directly to your dedicated specialist who coordinates your campaign.

Unlimited Changes

Yep, you heard that right. Your digital marketing specialist is ready when you are to make any updates or changes to your campaign.

Our Commitment

Our goal is to earn your trust, so we commit to remaining honest, transparent and reliable.

No Contracts

We work to earn your business month after month. No long-term contracts.

Web Design

Your website is the heart of your marketing campaign.

Our web designers are industry professionals committed to capturing the essence of your business. We know how to convert potential customers and convince them to contact you, and we implement those strategies on your site. Your site will launch in a matter of days **instead of in weeks or months.**

You can make changes to your website at any time. Edit it easily yourself, or pass along edits to your digital marketing specialist.



Professional Design

Our websites are designed on our proprietary platform. Describe what you want, and our designers will make it happen.



Tailored Content

Our in-house content writers create the copy for your website and tailor it to your industry, location and business. Perfect for search engines.



Dynamic Media

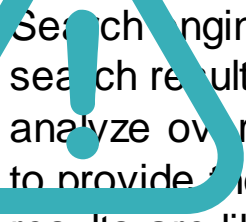
Imagery is key to capturing your audience's attention. We'll use your logo, pictures and stock images to create a compelling website.

Our Websites Are Optimized for Mobile

Your website can be viewed on desktops, tablets, smart phones and more. The mobile version of your site includes click-to-call and click-for-directions buttons, when applicable. We'll track how many times these buttons are used in your monthly reports.

Search Engine Optimization

Is your small business ranking in search results?



Search engine optimization (SEO) ensures your business shows up in search results, and our goal is to get you to page one. Search engines analyze over 200 factors to decide where your website ranks and aim to provide the most relevant information available. That means top results are likely to be **geographically close to your location**.

A combination of factors goes into making sure your SEO strategy is strong.



Keyword-rich content and metatags make it easier for Google to find you and rank you in search results for your industry and location.

Correct and consistent directory listings ensure your customers can contact you and lend credibility to your small business.

An active social media account on Facebook will provide linking opportunities and strengthen your presence across the web.

Vigilant reputation monitoring allows you to respond quickly and appropriately to ratings and reviews across multiple platforms.

Directory Listings

Is your business information consistent across the web?

**Did your small business move to a new location?
Have you updated your phone number?**

Make sure that your contact information is up-to-date and correct across the web. After all, you want to make sure your customers come to the right place instead of settling for one of your competitors.



Where Is Your Business Listed?

Search engines scour the web for your business's information. The more places your business is listed, and the more consistent those listings are, the more authority your business and website will have.

We'll optimize your business's marketing campaign across 70+ online directories.

Retargeting

Utilize top-of-mind marketing.

How many times have you visited a website, moved on to something else and later seen an ad urging you to revisit that site? That's retargeting in action.

It provides a great opportunity for businesses to appeal to users who have already shown interest in their products and services. Retargeting those users entices them to come back to your site and take action.



A visitor comes to your website.



They learn about your products and services but leave before buying or requesting more information.



Your ads are displayed on sites the visitor views later.



The visitor is brought back and keeps your brand top-of-mind.

Retargeting can be:

- Used individually to promote one service or product.
- Used collectively to promote your business as a whole.
- Served for 30 days after the initial website visit.

Referral Program

Earn a \$300 credit* for every new customer you refer to us.

When you refer other businesses to us, you could earn up to a \$300 credit* toward one month of services with Townsquare Interactive. The best part? The referral program has no limits! If you refer 12 new customers who successfully launch marketing campaigns with us, you'll enjoy that credit for 12 months.

How to Refer a Friend

Step 1

Tell your digital marketing specialist who you'd like to refer.

Step 2

Hang out while the business owner you referred signs up with us.

Step 3

Get up to a \$300 credit* after their campaign successfully launches!

Tell Your Friends

Share the digital marketing love! If you have any questions about our referral program, reach out to your digital marketing specialist.

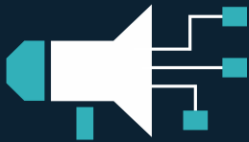
*\$300 credit applies to your Townsquare Interactive digital marketing package for one month. Cannot exceed your monthly billing amount.

What's the Next Step?

What to expect during our launch process.

Onboarding Call | *Onboarding Specialist*

Your onboarding specialist will review your needs and collect everything we need to build you a successful campaign.



Campaign Build | *Subject Matter Experts*

Over the next 7 to 10 days, our subject matter experts will build your campaign to include a website, SEO strategy, customer targeting ads, custom content and more.

Campaign Review | *Quality Assurance Team*

Your campaign will go through a QA process to ensure everything looks good. We'll review your website, ads and more before launching your campaign.

Launch | *Digital Marketing Specialist*

Once your campaign is complete, we'll launch your campaign online. Your onboarding specialist will introduce you to your **digital marketing specialist**, who will work with you moving forward.

Contract Amendment Form

Organization: <p style="text-align: center;">Wabasha SWCD</p>	Contract Number: <p style="text-align: center;">2022WAGZ-WC-003</p>	Amendment Number: <p style="text-align: center;">1</p>	Amendment Type Date <input type="checkbox"/> Amount <input checked="" type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
		Board Meeting Date: <p style="text-align: center;">6/23/2022</p>	

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: 12/31/2022 Original Contract Install Date: 11/30/2022

Amended Contract Install Date (If applicable): N/A

Original Total Amount Authorized: \$16,989.13 Amended Total Amount Authorized: \$21,903.19

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

Due to increased construction costs from the time of the original contract to the time of implementation the total project cost came in \$5,589.00 above the estimate. This amendment is increasing SWCD cost share amount to result in 90% cost share for the actual project cost. This was reviewed with the NRCS technical assistance provider for the project and deemed a justifiable increase. The total increase is \$4,914.06.

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 <p style="font-size: 1.2em;"><i>6-22-22</i></p>	Land Occupier
Date <p style="font-size: 1.2em;"><i>6-22-22</i></p>	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 <p style="font-size: 1.2em;"><i>6-22-22</i></p>	Technical Assistance Provider <small>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 as-built</small>
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Organizational Approval

Date 	Authorized Signature
--------------	------------------------------

*Attach this form to the Conservation Practice Assistance Contract

Percent Based - Voucher And Practice Certification Form

PAYEE AND COST INFORMATION

Name: Tony Burke Contract No.: 2022WAGZ-WC-003
 Address: 57393 225th Ave
 City, State, Zip: Plainview, MN
 Total Amount Authorized: \$21,903.19 % Approved: 90% (state) 90% (state & non-state)
 (from contract)

Item	Quantity	Unit	Unit Price	Cost
4.18.22 d6-N Cat work, construct waterways	65	Hours	\$230.00	\$14,950.00
4.18.22 fertilize, seed, mulch, crimp	4.7	Acres	\$1,800.00	\$8,460.00
4.18.22 Mobilization	1	Job	\$600.00	\$600.00
5.9.22 D6-N Cat Work	16.5	Hours	\$230.00	\$3,795.00
5.9.22 Trac Hoe	10	Hours	\$230.00	\$2,300.00
5.9.22 Install pipe with sand drain	1	Job	\$4,200.00	\$4,200.00
5.9.22 Pipe Material	1	Each	\$9,692.00	\$9,692.00
5.9.22 Drain Sand	35	Ton	\$23.00	\$805.00
5.9.22 Rock Riprap	84	Ton	\$40.00	\$3,360.00
5.9.22 Class C Fill	32	Hours	\$480.00	\$15,360.00
5.9.22 fertilize, seed, mulch structure	1	Job	\$1,600.00	\$1,600.00
5.9.22 D6-N Cat Work, Construct Waterway	2.5	Hours	\$230.00	\$575.00
5.9.22 Mobilization	1	Job	\$1,000.00	\$1,000.00

PROJECT COST: \$66,697.00

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
 B. Total cost of practice to date: \$66,697.00
 C. Eligible amount (total cost x % approved): \$21,903.19 (state) \$60,027.30 (state & non-state)
 D. Total other state payment amount: \$0.00
 E. Total non-state payment amount: \$38,124.11
 F. Total previous partial payments: \$0.00
 G. Pre-Construction Cover payment amount: \$0.00
 H. Maximum payment amount: \$21,903.19

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher: \$21,903.19

(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.


 Payee Signature

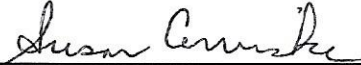
6-22-22
 Date

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.

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 as-built can be used as the technical certification on the "Voucher and Certification"


 Technical Assistance Provider
6-22-22
 Date

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.


 Administrative Sign-off
6/22/22
 Date

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2022WAGZ-WC-003	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 Tony Burke	Address 57393 225th Ave	City/State Plainview, MN	Zip Code 55964
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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: Highland	Township No: 109	Range No.: 11	Section No. 27	1/4,1/4 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 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, 412 Grassed Waterway
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 11/30/2022, this contract will be automatically terminated on that date.
7. Items or 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 90%, or state and non-state sources that when combined are in excess of 90% 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 3-17-22	Land Occupier Tony Burke <i>Tony Burke</i>
Date 3-17-22	Landowner, if different from applicant Jim or Jane Klassen -
	Address, if different from applicant information: <i>Jim Klassen</i>

Conservation Practice

The primary practice for which cost-share is requested is: **410 Grade Stabilization Structure & 412 Grassed Waterways**

Practice standard(s) or eligible component(s) 410 Grade Stabilization Structure & 412 Grassed Waterways	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$61,108.00
	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 3-17-22	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>
-----------------	---

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 90.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date 3-24-2022	Authorized Signature <i>Lynn Zahel</i>	Total Amount Authorized \$16,989.13
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