



**PUBLIC NOTICE**  
**Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**Attachments available 5/20/19 at [www.honeylakevalleyrcd.org](http://www.honeylakevalleyrcd.org)**

**Date:** Thursday, May 23, 2019

**Location:** **USDA Service Center**  
**170 Russell Avenue, Suite C**  
**Susanville, Ca. 96130**  
**(530) 257-7271 x100**

**Time:** **5:30 PM**

**AGENDA**

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

**I. CALL TO ORDER. PLEDGE OF ALLEGIANCE. ROLL CALL**

**II. APPROVAL OF AGENDA**

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**III. PUBLIC COMMENT**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

**IV. CONSENT ITEMS**

- A. Approval of 4/25/2019 meeting minutes (attachment)
- B. Treasurer's Report (attachment)
- C. Correspondence (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**V. REPORTS**

- A. District Manager Report (attachment) – Sims

- B. NRCS Agency Report – Stephens
- C. Lassen SWAT – Sims/Tippin
- D. WAC Report – Langston
- E. Modoc Regional RCD/CARCD Report – Tippin
- F. Fire Safe Council Report – Johnson
- G. IRWMP Report – Claypool
- H. Unagendized reports by board members

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD**

- A. Consideration and approval of FYE 20 RCD/WM Budget (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity*

- B. Consideration and approval of New Employee Handbook (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity*

- C. Discussion of Board Evaluations

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity*

- D. Consideration and approval of Craig Collins, CPA Letter of Engagement (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity*

- E. Consideration and approval authorizing Kayla Meyer as a signatory on RCD account

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity*

- F. Discussion of June Board Meeting Date and Time

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity*

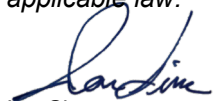
**VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER**

- A. Consideration and approval authorizing Kayla Meyer as a signatory on Watermaster account

**VIII. ADJOURNMENT**

The next Honey Lake Valley RCD meeting will be \_\_\_\_\_, The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

*I certify that on Monday, May 20, 2019 agendas were posted as required by Government Code Section 54956 and any other applicable law.*

  
Ian Sims  
District Manager



Meeting of the:  
Honey Lake Valley Resource Conservation District  
[www.honeylakevalleyrcd.org](http://www.honeylakevalleyrcd.org)

Date: Thursday, April 25, 2019

Location: USDA Service Center  
170 Russell Avenue, Suite C  
Susanville, Ca. 96130  
(530) 257-7271 x100

Time: **5:30 PM**

## **MINUTES**

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

### **I. CALL TO ORDER. PLEDGE OF ALLEGIANCE. ROLL CALL**

Board Chair Jesse Claypool called the meeting to order at 5:35 pm, the pledge of allegiance was recited, and a quorum was noted. Board Members Laurie Tippin was absent.

### **II. APPROVAL OF AGENDA**

Board Member Wayne Langston made a motion to approve the agenda, Board Member Will Johnston seconded, and the motion passed. All.

### **III. PUBLIC COMMENT**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

### **IV. CONSENT ITEMS**

- A. Approval of 2/28/19 and 3/28/19 meeting minutes (attachment)
- B. Treasurer's Report (attachment)
- C. Correspondence

Wayne Langston made a motion to approve item the consent items, Dave Schroeder seconded, and the motion passed. All.

### **V. REPORTS**

- A. District Manager Report (attachment) – Sims

- B. NRCS Agency Report – Stephens
- C. Lassen SWAT – Sims/Tippin
- D. WAC Report – Langston

The Board discussed the potential opportunity of utilizing prison crews for sediment management and brush removal within the Watermaster system for eligible users.

- E. Modoc Regional RCD/CARCD Report – Tippin
- F. Fire Safe Council Report – Johnson
- G. IRWMP Report – Claypool
- H. Unagendized reports by board members

**VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD**

- A. Letter of Support for CSU's Eagle Lake Biological Field Station RFP

Wayne Langston made a motion to approve item VI.A., Dave Schroeder seconded, and the motion passed. All.

- B. FYE 20 RCD/WM Budget – Final Reading (attachment)

The Board discussed having separate accounts established for contingency funds. Staff will need to transfer signatory authority to the new District Manager before creating the new accounts as they would be under the old District Manager's authority.

- C. Annual Operations Plan Review – Final Reading (attachment)

No comments

- D. Consideration and approval NRCS MOU (attachment)

Dave Schroeder made a motion to approve item VI.D., Will Johnson seconded, and the motion passed. All.

- E. Consideration and approval of Resolution 19-01 to nominate a Board member to apply to serve on SDRMA Board of Directors (attachment)

Dave Schroeder made a motion to select Jesse Claypool within item VI.E., Wayne Langston seconded, and the motion passed. All.

**VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER**

- A. Consideration and approval of Lozano Smith invoice 2079782, 2079783, 2080324 totalling \$20,748.84 (attachment)

Dave Schroeder made a motion to approve item VII.A., Will Johnson seconded, Wayne Langston voted against and the motion passed.

**VIII. ADJOURNMENT TO CLOSED SESSION**

- A. Conference with legal counsel pursuant to Government Code Section 54956.9(d)(1); Lassen County Superior Court Case Number 4573.
- B. Personnel – Certain personnel matters pursuant to Government Code Section 54957 – Current Project Coordinator and Incoming District Manager Kayla Meyer.

**IX. RECONVENE IN OPEN SESSION**

Reportable Action: Kayla Meyer has been hired as the new District Manager effective April 29, 2019.

**X. ADJOURNMENT**

Johnston made a motion to adjourn the meeting, Schroeder seconded, and the meeting was adjourned at 7:05 PM. All.

The next Honey Lake Valley RCD meeting will be **May 23, 2019, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully submitted,



Ian Sims  
District Manager

**APPROVED:** \_\_\_\_\_  
Jesse Claypool, RCD Board Chairperson

**DATE:** **May 23, 2019**

# Honey Lake Valley Resource Conservation District

## PROFIT AND LOSS DETAIL

April 2019

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
<b>Ordinary Income/Expenses</b>							
Income							
40180 Watermaster Fees							
04/11/2019	Deposit			DEPOSIT	10000 Tri-Co 639	396.80	396.80
04/11/2019	Deposit			DEPOSIT	11600 Tri-Co WM 218	38.00	434.80
04/25/2019	Deposit			DEPOSIT	11600 Tri-Co WM 218	829.00	1,263.80
<b>Total for 40180 Watermaster Fees</b>						<b>\$1,263.80</b>	
70020 Interest Received							
04/30/2019	Deposit			INT PMT SYS-GEN	10500 Tri-Co SNC 6331	2.17	2.17
04/30/2019	Deposit			INT PMT SYS-GEN	11001 Tri-Co WM Svg 247	2.78	4.95
<b>Total for 70020 Interest Received</b>						<b>\$4.95</b>	
<b>Total for Income</b>						<b>\$1,268.75</b>	
Expenses							
60065 Conference							
04/26/2019	Expense			Mammoth DACI conference	10000 Tri-Co 639	207.20	207.20
<b>Total for 60065 Conference</b>						<b>\$207.20</b>	
60240 Office							
04/02/2019	Expense		Google SV Google SVCsapps	POS PUR 2581 GOOGLE *GS_GOOGLE *GSUITE_hone_cc@google.com CA	10000 Tri-Co 639	45.00	45.00
04/02/2019	Expense		Intuit	REC POS 2581 Intuit *Qu_Intuit *QuickBooks_800-446-8848 CA	10000 Tri-Co 639	30.00	75.00
04/08/2019	Expense		Frontier	REC POS 7410 CTS*FRONTI_CTS*FRONTIER ONLINE_800-921-8101 CT	10000 Tri-Co 639	73.98	148.98
04/09/2019	Expense		U.S. Cellular	REC POS 2732 USCELL REC_USCELL RECURRING_WWW.USCELLULA IL	11600 Tri-Co WM 218	57.63	206.61
04/22/2019	Expense		Go Daddy	POS PUR 7410 DNH*GODADD_DNH*GODADDY.COM_480- 5058855 AZ	10000 Tri-Co 639	33.34	239.95
04/29/2019	Expense		Adobe Pro Software	REC POS 2581 ADOBE *ACR_ADOBE *ACROPRO SUBS_800-833-6687 CA	10000 Tri-Co 639	14.99	254.94
<b>Total for 60240 Office</b>						<b>\$254.94</b>	
62000 Bank charges and Fees							
04/02/2019	Check		Intuit		11600 Tri-Co WM 218	5.25	5.25
04/17/2019	Check		Intuit		11600 Tri-Co WM 218	5.25	10.50
04/30/2019	Check		Intuit		11600 Tri-Co WM 218	5.25	15.75
<b>Total for 62000 Bank charges and Fees</b>						<b>\$15.75</b>	
66000 Payroll Expenses							
04/30/2019	Journal Entry	SA-04-2019		Watermaster A/C April Payroll Gross	-Split-	8,160.00	8,160.00
04/30/2019	Journal Entry	SA-04-2019		Total Due from RCD - Gross April	-Split-	7,040.00	15,200.00
04/30/2019	Journal Entry	SA-04-2019		Total Due from RCD - Taxes April	-Split-	712.60	15,912.60
04/30/2019	Journal Entry	SA-04-2019		Watermaster A/C April Payroll Taxes	-Split-	901.24	16,813.84
<b>Total for 66000 Payroll Expenses</b>						<b>\$16,813.84</b>	
67000 Vehicle repairs							
04/18/2019	Expense		Walmart	POS PUR 2732 WAL-MART #_2900 MAIN STREET_SUSANVILLE CA	11600 Tri-Co WM 218	16.54	16.54
<b>Total for 67000 Vehicle repairs</b>						<b>\$16.54</b>	
CEQA Filing Fees							
04/15/2019	Expense		Lassen County Clerk's Office	CHECK 2969	10000 Tri-Co 639	2,404.75	2,404.75
04/16/2019	Expense			CEQA Public Notice	10000 Tri-Co 639	396.80	2,801.55
<b>Total for CEQA Filing Fees</b>						<b>\$2,801.55</b>	

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
<b>Total for Expenses</b>						<b>\$20,109.82</b>	
<b>Net Income</b>						<b>\$ -18,841.07</b>	

Philip E. Nemir  
Forestry & Appraisal Services  
P.O. Box 1717  
Susanville, CA 96130  
530-257-2294  
[philnemir@hotmail.com](mailto:philnemir@hotmail.com)

May 17, 2019

Ian Sims  
Honey Lake Valley RCD  
170 Russell Ave., Suite C  
Susanville, CA 96130

SUBJECT: Lassen Creek Watershed Restoration Project – SNC Advances

Dear Ian:

As we discussed, when two prior forest restoration grants were received (from the Sierra Nevada Conservancy and the California Fire Safe Council) in 2013 and 2015, Honey Lake Valley Resource Conservation District facilitated biomass operator payments during periods when advance payments from funders had not yet arrived. This provided the needed financial security for the biomass operators to meet their financial obligations and complete the projects timely.

There is currently a balance of \$26,360.10 remaining from the initial SNC advance of \$75,000. When the biomass operator submits its first invoice, we anticipate that the full amount of this balance will be needed for the initial payment. Since the landowner will also be receiving money from Honey Lake Power Company for chips, there should be enough funds available to make a full payment. HLVRCD should also be able to make a request for a second \$75,000 advance at that time. Since the State takes 4 to 8 weeks to pay invoice requests, it is possible that the landowner will not have adequate funds from biomass revenue to cover the full cost of the second and future invoices. Thus, the potential need for HLVRCD to cover any shortfalls while waiting for SNC money.

We request that HLVRCD provide the same financing arrangement as was done in the past to assure timely payments to operators allowing for a successful project. Thanks.

Sincerely,  
[Philip E. Nemir](#)

Philip E. Nemir  
Forest Manager  
RPF No. 1666

Jim & Gladys Nagel  
Hulsman Ranch Partnership



# **Honey Lake Valley RCD District Manager Report**

Ian Sims – District Manager

May 23, 2019

## **RCD Administration:**

- Streamline website live, feel free to email comments/design suggestions

## **Susan River Water Master Service**

- WAC meeting on 5/16/2019
- Updated control cards for May
- Apportionment letters for June
- Mitch's departure – New Hire (Carrie Adams)

## **DWR: Lahontan Basin IRWM (DACI Grant)**

- DAC Summit in Mammoth May 16-17
- RWMG Meeting
- Submitted 6<sup>th</sup> invoice, pending payment for 3<sup>rd</sup> and 4<sup>th</sup> 5<sup>th</sup>
- DWR payment behind scheduled, currently 3 invoices are outstanding (9 months of work)

## **DOC: RCD Accreditation Program**

- Pending final invoice payment

## **SWRCB: Storm Water Resource Planning Grant**

- Successful project closeout achieved. Still waiting on retainer payment

## **SNC: Lassen Creek Watershed**

- 3 bids received

## **CalRecycle: Farm and Ranch Solid Waste Cleanup and Abatement Grant**

- New grant, Jason Munger's (Doyle) Farm and Ranch Cleanup and Abatement grant application funded for \$100k

## **CDFA: Carbon Farming Technical Assistance Grant**

- Final report submitted – pending approval and payment

## **Special Weed Action Team**

## **Plans for Next Month:**

- Sims will continue training Kayla on all things related to the responsibilities of the DM
- Continue work on open grants/agreements: SNC, CalRecycle, DACI, CDFA
- Work with Larry Bain and Craig Collins to reconcile QuickBooks ahead of FY18 audit
- Grants (meet with project consultants, hand-off meeting)
  - Contact grantors to brief on grant management hand-off

**HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT**  
**Fiscal Year July 1, 2019 to June 30, 2020**

**PERIOD = 0**

	CURRENT YTD COSTS - ACTUAL	BUDGET FYE 6/30/2020	REMAINING BUDGET	% ACTUAL COST TO BUDGET YTD	% ACTUAL COST TO ANNUAL BUDGET
<b>REVENUE</b>					
<b>40070</b>	<b>Grants &amp; Contracts, Temp. Restricted -</b>				
	<b>Total Budget \$778,218.80</b>				
		200,000.00			
		250,000.00			
		66,000.00			
		200,000.00			
<b>40180</b>		180,000.00			
		60.00			
		-			
		-			
<b>TOTAL REVENUE</b>	-	<b>896,060.00</b>	-		
<b>EXPENSES</b>					
<b>66000</b>	Payroll	190,000.00	190,000.00		
	Health Benefits	10,000.00			
<b>60420</b>	Payroll Taxes	10,000.00	10,000.00		
<b>67500</b>	Travel	14,000.00	14,000.00		
<b>60240</b>	Office	5,000.00	5,000.00		
<b>60160</b>	<b>Professional Fees, Restricted</b>		-		
	Prop 1 SNC #901	180,000.00	180,000.00		
	Prop 1 IRWM DACI	16,500.00	16,500.00		
	CDFA	-	-		
	CalRecycle	186,000.00	186,000.00		
	Legal Services	46,650.00	46,650.00		
	Accounting	1,200.00	1,200.00		
	Audit Procedures	2,150.00	2,150.00		
	WM Engineering Services	4,500.00	4,500.00		
<b>60145</b>	Insurance	3,000.00	3,000.00		
<b>60275</b>	Postage & Delivery	400.00	400.00		
<b>67000</b>	Equipment Maintenance	6,000.00	6,000.00		
<b>62000</b>	Bank Fees	120.00	120.00		
	Membership Dues	1,500.00	1,500.00		
	<b>Contingency Fund</b>		-		
	Equipment Purchase	\$23,800	2,500.00		
	Legal	\$10,040	10,000.00		
	5% Payroll	\$5,000	9,500.00		
	5% Payroll Taxes	\$400	500.00		
<b>TOTAL CASH EXPENSES</b>	-	<b>699,520.00</b>	<b>689,520.00</b>		
<b>TOTAL IN-KIND EXPENSES</b>		10,000.00	10,000.00		
<b>TOTAL EXPENSES</b>	-	<b>709,520.00</b>	<b>699,520.00</b>		
<b>REVENUE OVER/UNDER EXPENSES</b>	-	<b>186,540.00</b>	<b>(699,520.00)</b>		

**BEGINNING CASH BALANCE 7/1/2019**

**HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT (Watermaster Program)**  
**Fiscal Year July 1, 2019 to June 30, 2020**

**PERIOD = 0**

	CURRENT YTD COSTS - ACTUAL	BUDGET FYE 6/30/2020	REMAINING BUDGET	% ACTUAL COST TO BUDGET YTD	% ACTUAL COST TO ANNUAL BUDGET
<b>REVENUE</b>					
<b>40180</b> Watermaster Fees		180,000.00			
Interest Income		-			
Donations		-			
		-			
<b>TOTAL REVENUE</b>	-	<b>180,000.00</b>	-		
<b>EXPENSES</b>					
<b>66000</b> Payroll		96,400.00	96,400.00		
Health Benefits		3,600.00	3,600.00		
<b>60420</b> Payroll Taxes		5,000.00	5,000.00		
<b>67500</b> Travel		2,000.00	2,000.00		
<b>60240</b> Office		2,000.00	2,000.00		
<b>60160 Professional Fees, Restricted</b>					
Engineering Services		4,500.00	4,500.00		
Legal Services		40,650.00	40,650.00		
Accounting		1,200.00	1,200.00		
Audit Procedures		2,150.00	2,150.00		
<b>60145</b> Insurance		2,000.00	2,000.00		
<b>60275</b> Postage & Delivery		350.00	350.00		
<b>67000</b> Equipment Maintenance		3,000.00	3,000.00		
<b>62000</b> Bank Fees		50.00	50.00		
<b>Contingency Fund</b>					
Equipment Purchase	\$23,800	2,000.00	2,000.00		
Legal	\$10,040	10,000.00	10,000.00		
5% Payroll	\$5,000	4,820.00	4,820.00		
5% Payroll Taxes	\$400	250.00	250.00		
<b>TOTAL CASH EXPENSES</b>	-	<b>179,970.00</b>	<b>179,970.00</b>		
<b>TOTAL EXPENSES</b>	-	<b>179,970.00</b>	<b>179,970.00</b>		
<b>REVENUE OVER/UNDER EXPENSES</b>	-	<b>30.00</b>	<b>(179,970.00)</b>		

**BEGINNING CASH BALANCE 7/1/2019**

Honey Lake Valley  
Resource Conservation District

New  
Employee  
Handbook

Employment Standards

---



## **HLV RCD EMPLOYEE HANDBOOK**

The Honey Lake Valley Resource Conservation District Employee Handbook (hereinafter Handbook) is designed to acquaint you with the Honey Lake Valley Resource Conservation District (hereinafter HLV RCD) and provide you with information about working conditions, benefits, and policies affecting your employment. The information contained in this Handbook applies to all employees of the HLV RCD. Adhering to the guidelines described in this Handbook is considered a condition of continued employment. However, nothing in this Handbook alters an employee's at-will status. Unless specifically stated otherwise in writing, all HLV RCD employees are at-will employees. This means that you may resign at any time, with or without cause. Similarly, the HLV RCD has the right to terminate your employment at any time, with or without cause. The contents of this Handbook shall not constitute nor be construed as a promise of employment or as a contract between the HLV RCD and any of its employees. This Handbook includes a summary of some District policies, which are presented here only as a matter of information and does not represent the HLV RCD Policy Manual. You are responsible for reading, understanding, and complying with the provisions of this Handbook as well as any policies referenced. If there is a conflict between this Handbook and the HLV RCD Policy Manual, the HLV RCD Policy Manual shall prevail. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Included with this Handbook are forms for you to review, sign, and return to the District Manager or Chairperson of the Board with in three (3) working days of receipt.

From the HLV RCD Board of Directors,  
**Welcome!**

## **TABLE OF CONTENTS**

### **SECTION 1 – INTRODUCTION**

- 1.1 Changes in Policy
- 1.2 Employment Application/Employment Information Update
- 1.3 Employment Relationship

### **SECTION 2 - DEFINITIONS OF EMPLOYEE STATUS**

“Employees” Defined

- 2.1 Exempt
- 2.2 Non-Exempt
- 2.3 Regular Full-Time
- 2.4 Regular Part-Time
- 2.5 Temporary (Full-Time or Part-Time)
- 2.6 Probationary Period for New Employees

### **SECTION 3 - EMPLOYMENT PRACTICES**

- 3.1 Non-Discrimination
- 3.2 Non-Disclosure/Confidentiality
- 3.3 New Employee Orientation
- 3.4 Probationary Period for New Employees
- 3.5 Office Hours
- 3.6 Lunch Periods
- 3.7 Breaks
- 3.8 Personnel Files
- 3.9 Personnel Data Changes
- 3.10 Inclement Weather/Emergency Closings
- 3.11 Performance Review and Planning Sessions
- 3.12 Outside Employment
- 3.13 Corrective Action
- 3.14 Employment Termination
- 3.15 Safety
- 3.16 Employee Requiring Medical Attention
- 3.17 Building Security
- 3.18 Insurance on Personal Effects
- 3.19 Supplies; Expenditures; Obligating the District
- 3.20 Expense Reimbursement
- 3.21 Visitors in the Workplace
- 3.22 Immigration Law Compliance

## **SECTION 4 - STANDARDS OF CONDUCT**

- 4.1 Attendance/Punctuality
- 4.2 Absence Without Notice
- 4.3 Harassment/Discrimination
- 4.4 Telephone Use
- 4.5 Public Image
- 4.6 Substance Abuse
- 4.7 Tobacco Products/Smoking Policy
- 4.8 Internet/Computer Use
- 4.9 Solicitation
- 4.10 Workplace Violence

## **SECTION 5 - WAGE AND SALARY**

- 5.1 Wage or Salary Increases
- 5.2 Timekeeping
- 5.3 Overtime
- 5.4 Paydays

## **SECTION 6 - BENEFITS AND SERVICES**

- 6.1 Insurance
- 6.2 Cobra Benefits
- 6.3 Social Security/Medicare
- 6.4 Paid Days Off
- 6.5 Recordkeeping
- 6.6 Holidays
- 6.7 Jury Duty
- 6.8 Military Leave
- 6.9 Educational Assistance
- 6.10 Training and Professional Development

## **SECTION 7 - EMPLOYEE COMMUNICATIONS**

- 7.1 Staff Meetings
- 7.2 Procedure for Handling Complaints
- 7.3 Document Retention

## APPENDIX

- Acknowledgment of Receipt of Employee Handbook
- New Employee Checklist Form
- Signature Acknowledgement Form
- Employee Information/Emergency Data Form
- Paycheck Direct Deposit Form
- Workplace Violence Prevention Policy
- Smoke-Free Workplace Policy
- Substance Abuse Policy
- Internet, E-mail and Electronic Communications Policy
- Equal Opportunity Policy
- Non-Discriminatory Policy
- Employment Eligibility Verification Form I-9

Go to [www.honeylakevalleyrcd.org](http://www.honeylakevalleyrcd.org) to view the complete HLV RCD Policy Manual.



*The following information is not intended as legal advice, legal representation, an offer for employment, or a policy of the HLV RCD. If you need clarification on any of this information, please contact the HLV RCD District Manager for assistance.*

2019 HLV RCD  
All Rights Reserved



## **SECTION 1**

### **INTRODUCTION**

#### **1.1 CHANGES IN POLICY**

This Handbook supersedes all previous employee Handbooks and memos that may have been issued from time to time on subjects covered in this Handbook. Since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, amend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the HLV RCD, and after those dates, all superseded policies will be null. No individual Board Member or the District Manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with the District Manager.

#### **1.2 EMPLOYMENT APPLICATION/EMPLOYMENT INFORMATION UPDATE**

We rely upon the accuracy of information contained in the employment application, the Employee Information/Emergency Data Form and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or; if the person has been hired, termination of employment. Employees are obligated to keep the HLV RCD updated on all contact and other personal information (such as the status of marriage, beneficiaries, etc.)

#### **1.3 EMPLOYMENT RELATIONSHIP**

You entered into your employment with the HLV RCD voluntarily, and you are free to resign at any time, for any reason or no reason. Similarly, the HLV RCD is free to terminate its relationship with any employee at any time without reason and/or notice. Following the probationary period, employees are required to follow the Employment Termination Policy (see Section 3.13). No employee is guaranteed employment through the probationary period.

## **SECTION 2**

### **DEFINITIONS OF EMPLOYEE STATUS**

## **“EMPLOYEES” DEFINED**

An “employee” of the HLV RCD is a person who regularly works for the HLV RCD for wages. Unless specifically stated otherwise in writing, all HLV RCD employees are “at-will” employees. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the HLV RCD who are subject to the control and direction of the HLV RCD in the performance of their duties. Independent contractors are not “employees” of the HLV RCD.

**2.1 EXEMPT:** Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are otherwise exempt from the minimum wage and overtime pay requirements. Exempt employees are paid a set salary, regardless of the number of hours that they work each workweek. Exempt employees may have whole-day deductions made from their weekly salary for personal leaves of absences, unpaid sick leave, or disciplinary suspensions, as well as other deductions permitted by state and federal law (e.g., FICA). The HLV RCD will not make any improper deduction(s) from the weekly salary of an exempt employee. If an employee believes an improper deduction has been made, he/she must immediately notify the District Manager. Any improper deduction will be reimbursed by the HLV RCD to the affected employee on the next regular payday.

**2.2 NON-EXEMPT:** Employees whose positions entitle them to minimum wage and overtime pay under the FLSA criteria and are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per workweek.

**2.3 REGULAR FULL-TIME:** Employees who have completed the 90-day probationary period and who are regularly scheduled to work 40 or more hours per week. Generally, regular full-time employees are eligible for the HLV RCD’s benefits package, subject to the terms, conditions, and limitations of each benefit program.

**2.4 REGULAR PART-TIME:** Employees who have completed the 90-day probationary period and who are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some, but not all, benefits sponsored by the HLV RCD, subject to the terms, conditions, and limitations of each benefit program.

**2.5 TEMPORARY (FULL-TIME or PART-TIME):** Those whose performance is being evaluated to determine whether further employment in a specific position or with the HLV RCD is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary employees retain that status until they are notified of a change. Temporary employees are not eligible for any of the HLV RCD's benefit programs.

**2.6 PROBATIONARY PERIOD FOR NEW EMPLOYEES:** A new employee whose performance is being evaluated to determine whether further employment in a specific position or with the HLV RCD is appropriate. If a probationary employee completes the probationary period, the employee will be notified of his/her new status with the HLV RCD. In some instances, the HLV RCD may, at its sole discretion, choose to extend the probationary period.

## **SECTION 3**

### **EMPLOYMENT PRACTICES**

#### **3.1 NON-DISCRIMINATION**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the HLV RCD will be based on merit, qualifications, and abilities. The HLV RCD does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, disability or any other legally prohibited criteria. Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of the District Manager. Employees are required to report issues of harassment, discrimination and/or retaliation in the manner prescribed in this Handbook, Section 4.3, Harassment/Discrimination.

#### **3.2 NON-DISCLOSURE/CONFIDENTIALITY**

The protection of confidential business information and trade secrets is vital to the interests and success of the HLV RCD. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Financial information
- Marketing strategies
- Personnel/Payroll information

Such confidential business information and trade secrets are given out only on a need-to-know basis. The HLV RCD takes measures to limit access to such information, including tracking who has access to the information and keeping the information secure. No employee may disclose any confidential business information and/or trade secrets without the written authorization of the Board Chairperson. Employees who improperly use or disclose trade secrets and/or confidential business information will be

subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

### **3.3 NEW EMPLOYEE ORIENTATION**

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the HLV RCD, and prepared for their position. New employee orientation is conducted by the District Manager and includes an overview of HLV RCD history, an explanation of the HLV RCD core values, vision, and mission; and HLV RCD goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork. Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The District Manager then introduces the new hire to staff throughout the HLV RCD, reviews their job description and scope of position, explains the HLV RCD's evaluation procedures, and helps the new employee get started on specific functions. A job description may be provided to each employee, which outlines employment status, department, immediate District Manager, and various job duties. Specific job responsibilities can and will change at the discretion of the HLV RCD, and will be disclosed to the affected employee(s). Questions about responsibilities and changed duties should be directed to the District Manager as soon as possible.

### **3.4 PROBATIONARY PERIOD FOR NEW EMPLOYEES**

The probationary period for regular full-time and regular part-time employees lasts up to 90 days from the date of hire. During this time, employees have the opportunity to evaluate the HLV RCD as a place to work and management has an opportunity to evaluate the employee. During this introductory period, both the employee and the HLV RCD have the right to terminate employment without advance notice or reason. Employment is at-will during the 90-day probationary period, with no guarantee of employment upon completion. The probationary period may be extended at the HLV RCD's discretion. Upon successful completion of the probationary period, a 90-day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain HLV RCD standards for job performance and behavior (see Section 4, Standards of Conduct).

### **3.5 OFFICE HOURS**

The HLV RCD's office is usually open for business from \_\_\_\_ a.m. to \_\_\_\_ p.m. Monday through Friday, except for Holidays (see Section 6.7, Holidays). The standard workweek is 40 hours of work (see Section 5.3, Overtime). In the computation of various employee benefits, the employee workweek is considered to begin on Sunday (starting at 12:00 a.m.) through Saturday (ending at 11:59 p.m.), unless the District Manager makes prior

another arrangement with the employee. Attendance is absolutely necessary (see Section 4.1, Attendance/Punctuality).

### **3.6 LUNCH PERIODS**

Employees are usually allowed a one-hour lunch break. Lunch breaks generally are taken between the hours of 11 a.m. and 2:00 p.m. on a staggered schedule so that your absence does not create a problem for co-workers or clients. Extended or prolonged lunch breaks without prior authorization are not allowed. In the case of a conflict or business need, the HLV RCD reserves the right to designate or cancel lunch breaks. Employees are permitted to use the appropriate and designated facilities located in the building during lunch and breaks if they choose. Each employee is responsible for cleaning the area after use.

### **3.7 BREAKS**

All full-time, non-exempt employees are permitted two fifteen-minute rest breaks per day at times determined by the employee and District Manager, with one fifteen-minute break to be taken in the morning and one in the afternoon. Breaks should be staggered to avoid disrupting the operations of any department. Breaks are not permitted at either the beginning or end of the work-day to offset arrival and departure times, nor may they be added to the lunch break. Employees who voluntarily work through their break periods will not be permitted additional compensation.

### **3.8 PERSONNEL FILES**

Personnel files are the property of the HLV RCD and access to the information is restricted. Management personnel of the HLV RCD who have a legitimate reason to review the file are allowed to do so. Employees who wish to review their own file should contact the District Manager. With reasonable advance notice, the employee may review his/her personnel file in the HLV RCD's office and in the presence of the District Manager. Copying of the file or making additions or deletions to the contents of the file is prohibited. Ex-employees are not allowed access to their files.

### **3.9 PERSONNEL DATA CHANGES**

An employee's personal data should be accurate and current at all times. It is the responsibility of each employee to promptly notify the District Manager of any changes in personal data such as:

- Mailing address
- Telephone numbers
- Name and number of dependents
- Individuals to be contacted in the event of an emergency

Employees are requested to use the "Employee Information/Emergency Data Form" to keep the HLV RCD up-to-date on personal data.

### **3.10 INCLEMENT WEATHER/EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, or power failures can disrupt HLV RCD operations. The decision to close the office will be made by the District Manager. When the decision is made to close the office, employees will receive official notification from the District Manager. Unless notified otherwise, employees are expected to report to work as scheduled.

### **3.11 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS**

The District Manager may conduct performance reviews and planning sessions with all regular full-time and regular part-time employees annually and may conduct informal reviews and planning sessions at other times at their discretion. Performance reviews and planning sessions are designed for the District Manager and the employee to discuss the employee's current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and District Manager discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and District Manager to make and agree on new goals, skills, and areas for improvement. The HLV RCD directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully and participate in them fully. New employees will be reviewed at the end of their probationary periods (see Section 3.4, Probationary Period for New Employees). After the initial review, the employee may be reviewed according to an annual schedule, or more frequently at the District Manager's discretion.

### **3.12 OUTSIDE EMPLOYMENT**

Employees may hold outside jobs in businesses or professions *unrelated* to the business of the District as long as the employee meets the performance and attendance standards of their job description with the District, and the outside job does not create a conflict of interest with the District. Unless an alternative work schedule has been approved by the District, employees will be subject to the District's scheduling demands, regardless of any existing outside work assignments. The District's office space, equipment, and materials are not to be used to obtain and/or perform outside employment.

### **3.13 CORRECTIVE ACTION**

The District expects each of its employees to use common sense and sound judgment in their conduct. To assist in this, the District has established certain minimum work rules and standards of conduct (see Section 4, Standards of Conduct) as examples of what is expected. When an employee deviates from these rules and standards and acceptable conduct, the District Manager will take corrective action.

Corrective action at the District is usually progressive. That is, the action taken in response to a negative activity typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, the District Manager will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. Though committed to a progressive approach to corrective action, the District considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to theft in any form; insubordinate behavior; vandalism or destruction of District property; being on District property unauthorized during non-business hours; the use of District equipment and/or District vehicles without prior authorization by the District Manager; untruthfulness about personal work history, skills, or training; divulging District business practices and/or trade secrets; and misrepresentations of the District to a customer, a prospective customer, the general public, or another employee. As such, the District may proceed directly to any level of discipline, including termination, without first exhausting all lesser disciplinary steps at its sole discretion.

### **3.14 EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Termination** – involuntary employment termination initiated by the District.
- **Layoff** – involuntary employment termination initiated by the District.

When an employee intends to terminate his/her employment with the District, he/she is requested to give the District at least two (2) weeks written notice. Since employment with the District is based on mutual consent, both the employee and the District have the right to terminate employment at will, with or without cause, at any time. Any

employee who terminates employment with the District shall return all files, records, keys, and any other materials that are the property of the District. Any employee failing to do so in a timely manner will be considered to have stolen such property and will be reported to the appropriate law enforcement authorities. Employees may also be required to reimburse the District for the cost of these items. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding and due financial obligations owed to the District will also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner: all accrued vested benefits that are due and payable at termination will be paid. Some benefits, such as health insurance, may be continued at the employee's expense (see Section 6, Benefits) if the employee is eligible and elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of doing so.

### **3.15 SAFETY**

Each employee is expected to exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions or activities to the District Manager. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, including termination of employment. In the case of an accident that results in injury, **regardless of how insignificant the injury may appear**, employees must immediately notify the District Manager, who will complete an incident report.

### **3.16 EMPLOYEE REQUIRING MEDICAL ATTENTION**

In the event an employee requires medical attention, whether injured or becoming ill while at work, **IMMEDIATELY CALL 911**, then the employee's personal physician must be notified. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member will be called to transport the employee to the appropriate facility. If an emergency arises requiring Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges if the injury is not work-related. Furthermore, the District's employees will not be responsible for the transportation of another employee to the hospital or physician's office. A physician's "return to work" notice will be required before an employee may return to work.

### **3.17 BUILDING SECURITY**

All employees who are issued keys to the office are responsible for their safekeeping.



Employees cannot make copies of keys and/or loan or provide them to anyone else. The last employee, or a designated employee, who leaves the office at the end of the business day must ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend settings, and all appliances and lights are turned off, with the exception of the lights normally left on for security purposes. Employees are not allowed on District property after hours without prior authorization from the District Manager.

### **3.18 INSURANCE ON PERSONAL EFFECTS**

All employees should be sure that their own personal insurance policies cover the loss or theft of personal property left at the office. The District assumes no risk for any loss or damage to personal property.

### **3.19 SUPPLIES; EXPENDITURES; OBLIGATING THE DISTRICT**

Only authorized persons may purchase supplies in the name of the District. No other employee may incur any expense on behalf of the District or bind the District by any promise or representation without written approval from the District Manager.

### **3.20 EXPENSE REIMBURSEMENT**

Business-related expenses incurred by an employee must have prior approval by the District Manager. Expenses not approved will not be paid. Reimbursement requests will be processed like an invoice. All completed reimbursement request forms should be turned in to the District Manager.

### **3.21 VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees, visitors, and the facilities at the District, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Excessive personal visitors are not allowed.

### **3.22 IMMIGRATION LAW COMPLIANCE**

The District employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986, as amended. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the District within the past three years or if their previous I-9 is no longer retained or valid.

## **SECTION 4**

### **STANDARDS OF CONDUCT**

The work rules and standards of conduct for the District are important, and the District regards them seriously. All employees are required to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the District's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action). While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment:

- Theft or inappropriate removal or possession of property of the District or others
- Falsification of timekeeping records (see Section 5.2, Timekeeping)
- Working under the influence of alcohol or illegal drugs (see Section 4.6, Substance Abuse)
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (see Section 4.6, Substance Abuse)
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of District owned customer-owned or co-worker-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcomed harassment (see Section 4.3, Harassment/Discrimination)
- Discrimination (see Section 4.3, Harassment/Discrimination)
- Excessive absenteeism or any absence without notice (see also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice)
- Excessive tardiness or leaving work without permission
- Unauthorized use of telephones, or other District owned equipment (see Section 4.4, Telephone Use)
- Using District equipment for purposes other than business (i.e. playing games on computers or personal Internet usage) (see Section 4.8, Internet/Computer Use)
- Unauthorized disclosure of business "secrets" or confidential information (see Section 3.2, Non-Disclosure/Confidentiality)
- Violation of personnel policies

- Unsatisfactory performance or conduct.

#### **4.1 ATTENDANCE/PUNCTUALITY**

The District expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness place a burden on other employees and on the District. The habitual inability to get to work on time will result in discipline up to and including termination. If you are unable to report to work for any reason, you must notify the District Manager at least thirty (30) minutes before your scheduled starting time. You must follow-up any voice mail message as soon as possible, and no later than by the end of that day, until you have spoken to the District Manager or appropriate authorized person. You are responsible for speaking directly with the District Manager or another authorized person about your absence. It is not acceptable to leave a message on the District Manager's voice mail without follow-up, except in extreme emergencies. If employees have unexpected personal business to take care of, they must notify the District Manager to discuss time away from work and make provisions as necessary. The District may not be able to accommodate all such requests. Personal business should be conducted on the employee's own time. If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify the District Manager at least seven working days in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the District. Such requests may or may not be granted.

#### **4.2 ABSENCE WITHOUT NOTICE**

If you do not report for work and the District does not receive proper notification of your status for two consecutive days, it will be assumed that you have resigned, and you will be removed from the payroll. If you become ill while at work or must leave the office for some other reason before the end of the workday, you must inform the District Manager of the situation prior to leaving, unless you are experiencing a medical emergency. Merely notifying the District Manager does not necessarily mean that your absence will be excused.

#### **4.3 HARASSMENT/DISCRIMINATION**

The purpose of this is to describe why types of conduct will not be tolerated and the method by which allegations of workplace discrimination, harassment and/or retaliation should be reported by employees of the District and the procedure by which such allegations will be dealt with by the District.

The position of the District is one of affirmative compliance with the relevant provisions of all applicable state and federal laws concerning discrimination, harassment and/or retaliation. The District will not tolerate discrimination, harassment and/or retaliation against any employee by another employee, customer or vendor for any reason, including but not limited to: veteran status, race, color, religion, sex, marital status, national origin, physical or mental disability, age, political affiliation or union affiliation. Additionally, the District will not tolerate discrimination, harassment and/or retaliation based upon an employee's pregnancy and use or non-use of tobacco products outside the workplace. Violations of this will result in disciplinary action up to and including termination.

#### 1) Definition of Harassment/Discrimination:

Harassing and/or Discriminatory behavior may be either verbal or physical and which adversely affects the victim's job security, promotion or transfer opportunities, or any other terms and conditions of employment. Incidents of harassment/discrimination may be subjective in nature. As a guide for all employees and the District Manager, unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, constitutes sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual.
- Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment/discrimination may also include, but is not limited to, unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a demeaning or offensive nature, including, as examples, offensive drawings, pictures, jokes, teasing or other offensive comments aimed at a person's veteran status, race, color, religion, sex, marital status, national origin, physical or mental disability, age, political affiliation, union affiliation, or pregnancy or other protected status.

#### 2) Definition of Retaliation:

Retaliation occurs when one is subjected to offensive or objectionable conduct or language because one initiated, participated in or cooperated with a complaint of harassment or discrimination or otherwise refused to comply with a harassing or

discriminatory request that would otherwise dissuade the employee from making or supporting the complaint.

3) Employee Responsibility:

It is each employee's right and responsibility to immediately report breaches of this policy. Employees who have either been subjected to, witnessed or learned of any conduct that violates this policy must immediately report such conduct to the District Manager. If for any reason an employee does not wish to report the conduct to the District Manager, the employee may report to the HLV RCD Chairperson of the Board. Each employee has an affirmative obligation to immediately report violations of this policy, regardless of whether the employee was the target of the conduct, or he/she merely witnessed or otherwise learned of the violation. Employees, who violate any aspect of this policy, including a failure to report improper conduct, will be subject to discipline. The District is committed to ensuring that all employees are protected from conduct that violates this policy, and it is each employee's affirmative duty to report any such conduct. However, it is also the employee's obligation to only report situations that he/she truly believes constitute violations of the policy. Due to the serious nature of such a claim, an employee found to have made a false or malicious complaint, or to have provided false information in the investigation of a complaint, may be subject to disciplinary action, up to and including discharge.

4) Investigation:

The District will promptly respond to all reports of violations of this policy. The District's investigation may include discussions with the complainant, the alleged offender, and any witnesses. The District will conduct each investigation in as confidential a manner as possible. However, by their nature, investigations will necessarily involve disclosing the names of the persons potentially involved in the questionable conduct. The District will make reasonable efforts to inform the complaining party of the results of its investigation in a timely manner.

5) Corrective Action:

Management will consider the facts of the case and take corrective action as deemed appropriate. Such action may include counseling, disciplinary warning, transfer, demotion, discharge or other action. The employee bringing the issue to the District's attention will be informed of the result of the investigation.

#### **4.4 TELEPHONE USE**

The District telephones are intended for the use of serving our customers and in conducting the District's business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to

avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours. If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (see Section 3.12, Corrective Action). The use of cellular telephones shall also be governed by this policy. This policy applies to both incoming and outgoing cellular calls. Cellular phones shall be turned off or set to silent or vibrate mode at work or during meetings, conferences and in other locations where incoming calls may disrupt normal workflow. Employees may carry and use personal cell phones while at work on a periodic basis. If employee use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action. If an employee is operating a District vehicle or is driving his/her personal vehicle for work and receives a call on a cellular phone that is not equipped to operate in a "hands free mode", the employee must pull to the side of the roadway, into a parking lot or other safe location to answer the call. Failure to follow this policy may result in disciplinary action up to and including termination.

#### **4.5 PUBLIC IMAGE**

A professional appearance is important anytime you come in contact with customers or potential customers. Employees should be well groomed and dressed appropriately for our business and for their position in particular. The District reserves the right to send employees home to change clothing that the District deems inappropriate. The following items are examples of what is considered inappropriate working attire:

- Spaghetti-strapped shirts
- Tank tops or revealing shirts
- Short mini skirts
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising
- Torn or ripped clothing
- Dirty clothing
- Excessive scent
- Excessive and/or distracting jewelry and/or make-up

When meeting with a client, the dress code is more business-oriented, including attire such as:

- Slacks and dress shirt or blouse
- Dress or skirt and blouse

If management occasionally designates "casual days," appropriate guidelines will be

provided to you. Consult the District Manager if you have any questions about appropriate business attire.

#### **4.6 SUBSTANCE ABUSE**

The District is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the District has adopted a Drug and Alcohol Policy, which has been provided separately to all staff members, including both regular and temporary employees. The rules, provided in the District's Drug and Alcohol Policy, apply to all employees of the District while they are on District premises or elsewhere on District business. If any employee has any questions regarding the District's substance abuse policy, the employee should refer to the District's Drug and Alcohol Policy.

#### **4.7 TOBACCO PRODUCTS**

The District is a SMOKE-FREE FACILITY. The use of tobacco products is not permitted on the District's premises except in authorized and designated locations as indicated by the District Manager. Employees will not, however, be discriminated against because they are a smoker or non-smoker. Smoking is only permitted outside of District buildings, provided that it occurs beyond 20 feet of any building entrance or in the external designated smoking areas. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers. The District Manager will ensure periodic cleanup of the designated smoking area as needed. Employees who choose to smoke within the permitted areas must do so on their meal periods or regularly scheduled breaks (one fifteen-minute break in the morning and one in the afternoon). No additional time from work shall be authorized for this activity. Breaks should be staggered to avoid a disruption in service or office operations.

District staff will be responsible for ongoing compliance with this policy within their work areas. They are expected to adhere to standard practices in resolving issues of nonconformance, handling employee complaints, and maintaining expected levels of productivity within their work-groups. Policy violation will result in disciplinary action.

#### **Smoking Cessation Support:**

The following are a few options available for employees who wish to quit smoking:

- Hospital programs. Check with local hospitals for classes facilitated by trained professionals
- Self-help pamphlets, books, audiotapes, or videotapes
- Prescription and over-the-counter medications

□ Community programs. The Campaign for Tobacco-Free Living offers counseling and support services to people ready to quit.

#### **4.8 INTERNET/COMPUTER USE**

Computing resources and Internet access may be available to District employees. This may include computer-related hardware, software, local area networks, and online access to e-mail and research tools. Employees may not engage in any personal use of the Internet or computers during working hours, which would adversely affect performance or production. To ensure compliance with the District's acceptable use policy, the District reserves the right to intercept, review, copy and/or delete emails on any computer e-mail system, including personal e-mails sent or received by any of its employees, and to review any computer hardware or software utilized at the District. No employee should expect any privacy as it relates to computer and/or e-mail usage at the District. Theft or unauthorized use of either tangible property or intellectual property will not be tolerated, including unauthorized copying of copyrighted software without permission of the person or organizations holding the copyright, which is both unethical and illegal, and can subject both the individual as well as the District to prosecution. The following conduct is strictly prohibited (this list is not exhaustive and the District shall be permitted to make a determination of additional situations it deems inappropriate and/or not permissible):

- Accessing or displaying offensive or pornographic messages or pictures on the computer screen.
- Sending offensive, pornographic, harassing, or discriminatory messages or pictures via e-mail, e-mail attachments, file-transfer, Instant Messaging or any other means of cyber-communication.
- Using obscene, pornographic, racist, sexist or inappropriate language.
- Transferring to hard disk or floppy files containing offensive, racist, or pornographic messages or pictures.
- Harassing, insulting, or attacking others.
- Sending or forwarding "chain letters" or "broadcast" messages.
- Violating copyright laws.
- Unauthorized use of another's folders, work, files, or disks unless given specific approval to do so.
- Plagiarism (i.e. copying another person's work to present as the employee's own).
- Unauthorized use of any password.
- Creating or transmitting computer viruses.
- Viewing or opening someone else's e-mail.
- Unauthorized access to the District computer systems.



- Using the District equipment for commercial purposes.
- Using Internet communication to harass or harm other people.
- Downloading or copying of software without permission.
- Downloading any executable files from the Internet without management's approval.
- Using personal disks or programs on District equipment.

Use of the computing resources at the District is a privilege, not a right. Violation of any of the above guidelines will subject the violator to disciplinary action, which may include any of the following: warning, loss of computer privileges, suspension, termination, or legal prosecution. Any discipline shall be determined on a case-by-case basis, with no requirement that any progressive discipline is employed. District management retains the sole and exclusive right and privilege to determine the appropriateness of any discipline.

#### **4.9 SOLICITATION DURING WORK**

Because distractions on the job lead to unsafe working conditions, poor work performance, and inefficiency, the District has the following rules related to solicitations:

- During periods of the workday when an employee is engaged in or required to be performing work, employees may not engage in solicitation of other employees or distribution of literature for any purpose. This restriction applies to all types of sales and/or requests for donations for any cause.
- During periods in another employee's workday when he/she is engaged in or required to be performing his/her work, an employee may not solicit the other employee for any purpose.
- Distribution of literature of any kind may not be made in the work areas of the premises at any time.
- Persons who are not employed by the District are not permitted to solicit or distribute literature on the District's premises.

Exceptions may be made for charitable causes, but only with prior approval from the HLV RCD Chairperson of the Board. Failure to obtain approval prior to a solicitation may result in disciplinary action against the employee conducting such solicitation.

#### **4.10 WORKPLACE VIOLENCE**

The District has a zero-tolerance policy concerning threats, intimidation, and violence of any kind in the workplace either committed by or directed to employees. Employees who engage in such conduct will be disciplined, up to and including termination of employment. Employees are not permitted to bring weapons of any kind onto District

property or to District functions. Any employee who is suspected of possessing a weapon will be subject to a search at the District's discretion. Such searches may include but are not limited to, the employee's personal effects, desk, handbags/purses/backpacks, and workspace. If an employee feels he or she has been subjected to threats or threatening conduct by a co-worker, vendor, customer, or contractor, the employee must notify his/her District Manager or another member of management immediately, so that proper corrective and/or protective action can be taken.

## **SECTION 5** **WAGE AND SALARY**

### **5.1 WAGE OR SALARY INCREASES**

Wage or salary increases will be determined on the basis of performance, adherence to District policies and procedures, ability to meet or exceed duties per job description and achieve performance goals, essential nature of position held, and the best interests of the District (see Section 3.10, Performance Review/Planning Sessions). Increases are solely at the District's discretion and may or may not be given each year. Although the District's salary ranges and hourly wage schedules may be adjusted on an ongoing basis, the District does not grant "cost of living" increases. No employee is guaranteed a wage or salary increase at any time.

### **5.2 TIMEKEEPING**

Each hourly employee shall be required to accurately maintain a time sheet. Employee paycheck and benefit hours are based on the hours submitted through the timesheet. Each employee is responsible for his or her own timesheet. Falsification or other unauthorized alteration of this timesheet will be grounds for dismissal. No employee may write or make entries on another employee's timesheet, even if given permission. Employees who clock in must be ready to perform their job duties immediately after clocking in. All timesheets must be correct at the end of the pay period for checks to be received. If a timesheet needs to be corrected, the District Manager must make the correction in ink and initial the correction.

### **5.3 OVERTIME**

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour requirements. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Time off with pay for personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, paid vacation

time does not constitute hours worked. Employees must obtain a District Manager's authorization before working overtime. Overtime worked without prior authorization from the District Manager may result in disciplinary action. The District Manager's signature on a timesheet authorizes pay for overtime hours worked.

#### **5.4 PAYDAYS**

All employees are paid every other \_\_\_\_\_ (day of the week). Paychecks will not, under any circumstances, be given to any person other than the employee without the employee's written authorization. Upon request, paychecks may also be mailed to the employee's address or deposited directly into the employee's bank account, using the address or bank account information on file in the employee's personnel file.

## **SECTION 6** **BENEFITS AND SERVICES**

The District offers a benefits program for its regular full-time employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

#### **6.1 GROUP INSURANCE**

(HLV RCD PLAN HERE IF AVAILABLE)

To protect the employees of the District from the rising expense of medical bills, a major medical insurance plan is made available to all eligible full-time employees. The employee may be required to pay a portion of the insurance policy premium, which will be deducted from the employee's payroll check. The District reserves the right to pay a portion or none of the premiums.

#### **6.2 COBRA BENEFITS**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the District's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation; termination of employment; death of an employee; a reduction in an employee's hours; leave of absence; divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage after a qualifying event at the District's group rates plus an administration fee for continuation coverage.

The District provides each eligible employee with a written notice describing rights granted under COBRA when a qualifying event occurs. The notice contains important information about the rights and obligations of the employee and/or beneficiary(ies). Failure to timely comply with the notice may result in a loss of insurance coverage. It is imperative that each employee keep the District apprised of the status of his/her family life and age of dependents.

### **6.3 SOCIAL SECURITY/MEDICARE**

The District withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

### **6.4 PAID DAYS OFF**

This policy shall apply to regular and probationary employees in all classifications. Paid vacations shall be accrued according to the following schedule on an annual basis:

- (a) During the first year of continuous work, 3 hours per 80 hours worked;
- (b) Two through five years of service, 4 hours per 80 hours worked;
- (c) Six through ten years of service, 5 hours per 80 hours worked;
- (d) After ten years of service, one additional hour of paid vacation per 80 hours for each additional five years of service to a maximum of 30 days.

Vacation accrual rates identified in employment agreements between existing employees and the District that were created prior to this policy were approved on 1/27/2016 that have higher rates of accrual will supersede this policy.

Employees who have completed six months in regular status may take their vacation time all at once, or gradually, with the prior written approval of the District Manager. No vacation may be taken until the employee has completed at least six months in regular employee status unless approved by the District Manager in writing.

The total accumulated vacation time shall not exceed that amount earned annually by the employee.

At the termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in lieu of sick leave. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used. If a holiday

falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

Vacations may be scheduled at any time during the year upon written approval of the District Manager. Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted. (BP3490)

### **6.5 RECORDKEEPING**

The HLV RCD uses an outside payroll services provider that maintains Paid Days Off leave accrued and used (Sick leave and Vacation leave). Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

### **6.6 HOLIDAYS**

The District observes the following paid holidays per year for all non-exempt employees:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

When the holiday falls on Saturday, the previous Friday shall be observed as the recognized holiday. When it falls on a Sunday, the following Monday shall be observed. Employees may be required to work on a holiday.

### **6.7 JURY DUTY**

Employees will be granted time off to serve on a jury, and non-exempt employees shall receive one (1) days pay and benefit. Exempt employees will be paid in accordance with the law. All regular employees, both full-time and part-time, will be kept on the active payroll until they are released from jury duty. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

### **6.8 MILITARY LEAVE**

Any person who was a regular full or part-time employee and was absent as a result of his or her service in the uniformed services will be entitled to reemployment in the former position or a position of like seniority, status, and pay within 10 days of application for reemployment, as long as **all** of the following conditions are met:

- The individual has given advance written or verbal notice of his or her leave to the employer (prior notice of the leave is not required if it is precluded by military necessity or giving such notice is impossible or unreasonable)
- The cumulative length of the absence and all previous absences from employment with this District does not exceed five years
- The individual was discharged under honorable conditions
- The person reports to or submits an application for reemployment to the District within the time frames set forth below

**Period of Service Required Notice Time to Return to Work**

Less than 31 days First full regularly scheduled work period on the first full calendar day following completion of the service (with an eight-hour period for safe transportation). More than 30 days but less than 181 days Fourteen days after the completion of service (or if impossible or unreasonable through no fault of the person, the next first full calendar day when the application becomes possible). More than 180 days Not later than 90 days after the completion of service. A person who is hospitalized or convalescing at the end of the period that is necessary for the person to recover certain homeland security and emergency preparedness responders and first responders, National Guard, and other state militia or military forces must report back to work within seventy-two hours after being released from such duty.

Also please note that the service member is required to provide documentation of the time away and the time of release. However, failure to provide documentation will not be a basis for denying re-employment if the failure occurs because the documentation does not exist or is not readily available at the time of the request by the District. The District will not re-employ an individual when:

- The District's circumstances have changed so as to make such reemployment impossible or unreasonable.
- The person is entitled to re-employment due to a disability or is no longer qualified for the prior position and employment imposes an undue hardship on the District.
- The employment from which the person leaves to serve in the uniformed services is a temporary job and there is no reasonable expectation that the job will continue indefinitely or for a significant period. The District will document impossibility or unreasonableness, undue hardship, or temporary nature of the job.

**Seniority-based benefits:** An individual who is re-employed will be entitled to all seniority-based benefits that the person had on the date of commencement of service, plus the additional seniority and rights and benefits that he or she would have attained if continuously employed. The benefits may include creditable service up to four years toward vesting and computation of benefits in the retirement system, pension fund, or employee benefit plan applicable to the individual's employment, if applicable. To qualify, the benefit must have been a reward for length of service.

**Non-seniority-based benefits:** An individual returning from uniformed service will be entitled to all benefits not based on seniority in the same manner as an employee on a leave of absence would be able to accrue under other District policies. These policies are either those in effect at the time the individual left on uniformed service or which were implemented while the employee was away. Please note that where employees are required to pay a portion of the cost for non-seniority-based benefits, the individual on a uniformed service leave will be required, just like all other employees, to pay his/her portion.

**Use of accrued leave:** Employees may use any amount or combination of accrued leave such as vacation, annual leave, paid military leave or other leave with pay toward uniformed service time. Louisiana state law also requires that the employee must continue to accrue sick leave, annual leave, vacation leave, or military leave on the same basis as he or she would have accrued such leave during the period of service in the uniformed services. However, the District does not require employees to use paid leave to apply toward a uniformed service leave.

**Compensation:** Employees are not entitled to pay during their leave to perform service in the uniformed services.

**Insurance:** An employee on uniformed service leave has the right to maintain life, health, and accident insurance during the period of service as long as:

- The employee notifies the District of the intent to continue coverage at the time he or she enters service in the uniformed services.
- The employee pays the District the amount that would have been deducted from his or her paycheck for the insurance.

The District will pay the employee's contribution to the insurer, plus an amount equal to what the District would have contributed during the period of service in the uniformed services. Employees returning to work will be reinstated to the health coverage, including all dependents and family members previously covered, which they

would have had as if they had never left. Exclusions for pre-existing conditions, proof of good health, and waiting periods will not be applied. However, exclusions for illnesses or injuries that were service connected will be applied.

**Re-employment Positions:** Individuals are to be re-employed according to the following schedule:

- If his or her service was less than 91 days, the individual will be placed in the job he or she would have had if employment had not been interrupted by service and assuming the person is qualified to perform those job duties (e.g., a person may have to be promoted). If the person served for less than 91 days and is not qualified to perform the duties of the job he or she would have had if there had not been any service and all reasonable efforts to qualify the person for that job have been made, then this individual will be reinstated in the job held on the date the leave for service began.
- If the service was more than 90 days, then the person will be placed in the job the person would have had if employment had not been interrupted (e.g., a promoted position) or a position of like seniority status and pay which alternate the job the person is qualified to perform. If the person served more than 90 days and is not qualified to perform the job which he or she would have had if not for service and all reasonable efforts to qualify the person for that job have been made, the person will be placed in the job which he or she held on the date the leave for service commenced.
- In the case of a person with a disability, who after reasonable efforts is not qualified to be employed in the positions required by the federal Uniformed Services Act, the person will be employed in any other position which is equivalent in seniority status and pay if the person is qualified to perform those duties with or without reasonable accommodations.
- If an individual is not qualified to hold any of the positions as required by the federal Uniformed Services Act, the person will be placed in any other nearest approximate position of lesser status and pay which the person is qualified to perform with full seniority.
- If two or more persons are entitled to the same job under the federal Uniformed Services Act, the one who left the position first shall have the prior right to reemployment.
- Temporary employees are not eligible for reinstatement. Similarly, employees who were about to be discharged for misconduct are not eligible for reinstatement.

**National Guard:** Under law, any person called or ordered to active duty in the service of the National Guard of California or of any other state, the state militia, any other military



force of the state, or homeland security and emergency preparedness responders and first responders, will be reinstated to the same or comparable employment without loss of seniority upon honorable release from duty. Application for reinstatement must be made within 72 hours after release from duty or recovery from a duty-related injury. If an employee is no longer qualified or capable of performing the essential functions and duties of his or her position because of a duty-related disability but is otherwise qualified to perform another position, the employee will be placed in that position. The District policy prohibits discrimination against an employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service. In general, these individuals will not be denied initial employment, re-employment, retention employment, promotion, or any benefit of an employee based on membership in the uniformed services, application for membership, the performance of service, application for service or actual service obligation.

Adverse employment action against a person who assists another person in exercising his or her rights is also prohibited, regardless of whether the person assisting is a member of the military. This discrimination policy applies to both regular and temporary employees.

## **6.9 EDUCATIONAL ASSISTANCE**

The District recognizes that the skills and knowledge of its employees are critical to the success of the District. The District offers educational assistance programs to encourage personal development, improve job-related skills and enhance an employee's ability to compete for reasonably attainable jobs in the District. The employee must request and obtain prior written approval from the District Manager or the HLV RCD Board Chairperson if it is the District Manager requesting assistance, before registering for any program or seminar. The District reserves the right to approve or disapprove the request.

## **6.10 TRAINING AND PROFESSIONAL DEVELOPMENT**

The District recognizes the value of professional development and personal growth for employees. Therefore, the District encourages its employees who are interested in continuing education and job specific training to research these possibilities further. To the extent that these classes and/or training may interfere with an employee's job, the employee must first obtain written approval of the District Manager before enrolling or committing to any such class or training. The District does not guarantee reimbursement or repayment to employees for any such classes or training, regardless of whether or not the District approves of such classes or training.

## SECTION 7 EMPLOYEE COMMUNICATIONS

### 7.1 STAFF MEETINGS

Staff meetings will be held at the discretion of the District Manager. These meetings allow employees to be informed on recent District activities, changes in the workplace, employee recognition, and other business matters.

### 7.2 PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with the District Manager. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and District Manager do not solve the problem, or if the employee does not feel comfortable speaking with the District Manager, he/she is encouraged to contact the HLV RCD Chairperson of the Board.

### 7.3 DOCUMENT RETENTION

The law requires the District to maintain certain types of district records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject an employee and the District to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the District in contempt of court, or seriously disadvantage the District in litigation. Documents include letters, memorandums, forms, contracts, calendars in hard-copy form, and emails, computer files, computer documents, electronic calendars, and other electronic media. From time to time, the District will establish retention and destruction guidelines or schedules for a specific category of records to ensure legal compliance. If you believe or if you are informed by the District that certain documents are relevant to litigation or potential litigation, then you must preserve those records until advised by the HLV RCD Chairperson of the Board that those records are no longer needed. This exception supersedes the following destruction guidelines:

- Tax records, including payroll, expense, proof of deductions, business costs, accounting procedures, and other relevant documents related to revenue should be kept for **6 years** from the date of filing of the applicable tax return.
- Employment/Personnel records pertaining to applications, evaluations, disciplinary action, memorandums, leaves of absences, *etc.* should be kept during an employee's tenure with the District and then for **3 years** after employment has ceased.
- Board and Board Committee material should be kept for **3 years**.
- Marketing and Sales documents should be kept for **3 years**.

- Contracts should be kept for **3 years** after the term of the agreement.
- Intellectual Property/Trade Secrets should be kept during the life of the trade secret.
- Benefit Plans should be kept for **7 years**.

**ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK**

I acknowledge, with my signature below, that I have been assigned a copy of the HLV RCD Employee Handbook (Handbook) and I understand that it is my obligation to read the handbook and to understand what it says. I acknowledge that after having read the handbook, I am encouraged to contact management at any time I have uncertainty about any personnel policy, practice or benefit.

I understand that the District wishes, as much as possible, to be able to respond to the individual needs of each employee and that exceptions to the referenced policies outlined in this handbook may be made whenever there is a good reason to do so. After having read the handbook, I acknowledge that nothing contained in this handbook gives me or any employee the right to be retained in the service of the District, or interferes with the right of the District to discharge me or any employee at any time, with or without cause. The employment relationship is at-will; that is, employees are free to resign from the District whenever they wish, and the District is not restricted from terminating any employee at any time for any reason. I understand that this handbook does not constitute or create a contract of employment between the District and any employee, nor does the handbook establish any terms or conditions of employment. No oral statement by the management of the District shall be construed as giving rise to or creating a contract of employment between the District and any employee, or otherwise alter or modify the contents of this handbook. I understand that additions to or alterations or modifications of the rules, policies, and procedures contained in this handbook may be made by the District at any time and for any reason and that I am obligated to insert those additions into the handbook to assure it is remaining current. I understand that I am to comply with and follow these additional, altered or modified rules, guidelines, and/or policies.

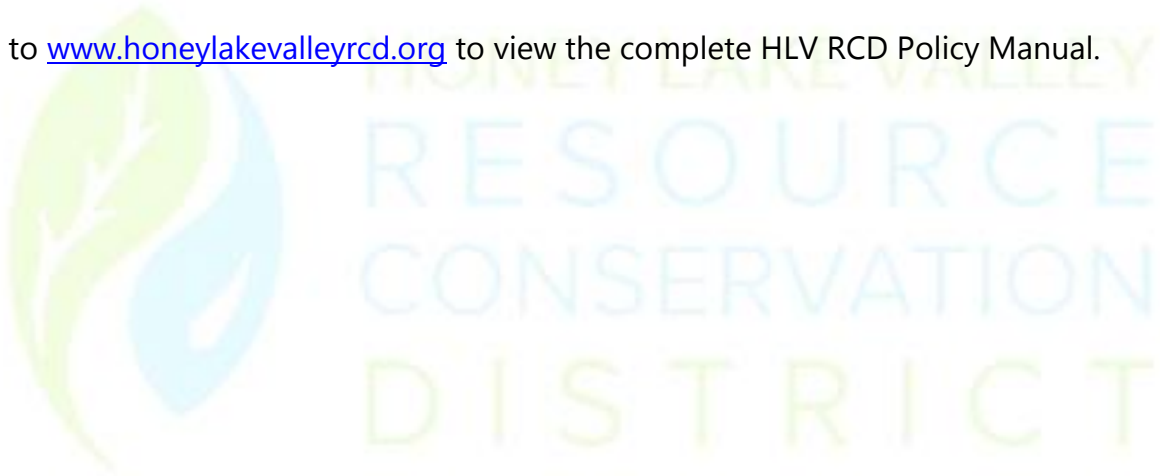
---

Employee Signature	Pint Name	Date

## **APPENDIX**

- Acknowledgment of Receipt of Employee Handbook
- New Employee Checklist Form
- Signature Acknowledgement Form
- Employee Information/Emergency Data Form
- Paycheck Direct Deposit Form
- Workplace Violence Prevention Policy
- Smoke-Free Workplace Policy
- Substance Abuse Policy
- Internet, E-mail and Electronic Communications Policy
- Equal Opportunity Policy
- Non-Discriminatory Policy
- Employment Eligibility Verification Form I-9

Go to [www.honeylakevalleyrcd.org](http://www.honeylakevalleyrcd.org) to view the complete HLV RCD Policy Manual.



HLV RCD Board Adopted:

# *COLLINS ACCOUNTANCY COMPANY*

---

620 THIRD STREET, SUITE 120  
POST OFFICE BOX 426  
LINCOLN, CALIFORNIA 95648-0426  
TELEPHONE: (916) 626-4984

LINDA FOSTER, CPA, MS TAX  
CRAIG D. COLLINS, CPA

WEBSITE: [HTTP://WWW.COLLINSACCT.COM/](http://www.collinsacct.com/)

May 2, 2019

Ian Sims, District Manager  
Honey Lake Valley Resource Conservation District  
170 Russell Ave., Suite C  
Susanville, CA 96130

Dear Mr. Sims:

We are pleased to confirm our understanding of the services you have requested that we provide to the Honey Lake Valley Resource Conservation District (the "District") for the period from May 2019 through June 2019 (or later, if requested by the District and confirmed by us) and to clarify the nature and extent of this engagement.

## **Objectives of the Engagement**

The objectives of the engagement are to assist management in preparing for the upcoming audit of the District's financial statements by addressing specific aspects of the District's books identified by the District and the District's external auditor and other areas that may be identified as the engagement progresses and as agreed to by us. The purpose of the assistance will be to provide support to management in performing certain aspects of the District's accounting functions, but not to assume overall responsibility for the District's accounting operations. We anticipate performing the following types of tasks, which may be adjusted or modified as the engagement progresses:

1. Compare the District's QuickBooks balances with the prior year audited balances and prepare adjustments as needed to reconcile QuickBooks balances to the previous audit.
2. Review the activity in the interfund asset/liability accounts (due to/from other funds), request any additional needed information from management, and propose adjustments to agree the interfund asset/liability accounts where the information provided enables us to do so.
3. Prepare a prior period adjustment entry if necessary to recognize the impact of omitted interfund asset/liability balances in the previous audit, based on the information you provide to us.
4. Prepare an adjusting entry based on review of the General Ledger activity to adjust the accrued payroll liability to the actual balance as of June 30, 2018, based on information you provide.

5. Perform bank reconciliations as necessary based on the bank statements you provide and the QuickBooks information and based on your responses to our questions where applicable.
6. Scan the general ledger detail for a period of time after June 30, 2018 and make inquiries based on known information to identify possible receivables and payables and prepare adjusting entries to the extent such are not already recorded in the books. Compare grant revenue during the 2017-2018 fiscal year to associated expenses as shown in QuickBooks to determine the extent of deferred revenue that may need to be recorded.
7. Create separate self-balancing trial balances for the General Fund and Watermaster fund based on the QuickBooks data you provide and any additional information you provide.
8. Update the depreciation schedule based on your responses to our inquiries and our review of the QuickBooks general ledger.

The objectives are subject to revision, depending on funding priority and availability to perform work. During the engagement, circumstances could arise that may cause us to discontinue work on this engagement. In such an event, we will notify you in writing.

### **Our Responsibilities**

These services are limited to the objectives described above. The engagement involves review of the documents you submit to us, discussions with you, e-mails to you, and preparation of documents for your review. Due to the limited information presented to us from you and the limited amount of time we will spend together, our consulting services are general in nature, based on limited facts, circumstances and documents, and are not intended to provide assurance like the assurance provided with an audit, examination, or review engagement. We will not audit, examine, or review your financial statements, prospective financial information including cash flow forecasts, or the underlying financial data.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or conclusion. Accordingly, we will not express an opinion or conclusion or provide any assurance on the financial statements, cash flow forecasts, other prospective financial information, or the District's internal control.

Management agrees that each page of the financial statements, cash flow forecasts, or other prospective financial information prepared without a compilation report will contain a statement that no assurance is expressed. Without this statement, we will be required to issue a disclaimer to the same effect to be attached to the financial statements, cash flow forecast, or other prospective financial information. When prepared under these requirements, we are

responsible for conducting the engagement in accordance with the Statements of Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and complying with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care. Management acknowledges and understands that our role in the financial statement preparation engagement is to prepare financial statements, cash flow forecasts, and/or other prospective financial information in accordance with the desired accounting framework, Generally Accepted Accounting Principles, unless otherwise agreed. Management has overall responsibilities that are essential to our undertaking the engagement for preparation of your financial statements, as defined under "Your Responsibilities," below.

Management has knowledge about the nature of procedures applied and the basis of accounting and assumptions used in the financial statements, cash flow forecasts, and any other prospective financial information. You have also been informed of the limitations on the engagement in this letter.

Because of the limitations of our consulting and accounting services, our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. Consequently, there is a risk that that material errors, irregularities, or illegal acts, including fraud or defalcation, may exist and may not be detected by us. We need not report any matters regarding illegal acts that may have occurred that are clearly inconsequential and may reach agreement in advance with you on the nature of any such matters to be communicated.

### **Your Responsibilities**

You understand and accept your responsibility for

- The selection of the financial reporting framework to be applied in the preparation of financial statements and for purposes of cash flow forecasts or other prospective financial information.
- The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements and cash flow forecasts or other prospective financial information that are free from material misstatement, whether due to fraud or error, including but not limited to the implementation of any corrective actions necessary to resolve audit findings.
- Preventing and detecting fraud.
- Identify and ensuring that the entity complies with the laws and regulations applicable to its activities

- Ensuring the accuracy and completeness of the records, documents, explanations, and other information, including the significant judgments provided by management for the preparation of financial statements, cash flow forecasts, and any other prospective financial information.
- Providing us with
  - access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, cash flow forecasts, and any other prospective financial information, such as records, documentation, and other matters;
  - additional information that we may request from management for the purpose of the engagement, and;
  - unrestricted access to the persons within the entity of whom we determine it necessary to ask questions.

Our services may assist you in fulfilling the responsibilities noted above, but the responsibility for deciding whether or not they are sufficient rests with you.

Although we may propose journal entries and make other recommendations during the course of our engagement, our services are not intended to be a substitute for management. You acknowledge your responsibility for evaluating our services, making all management decisions and performing management functions, and for approving the results of the services and taking responsibility for them. Our involvement in performing the functions as described above could impair our independence with respect to the District. Independence is required for performing audits or other attest services.

### **Engagement Administration**

In the course of performing our duties under this agreement, it may be necessary for us to release information about the District to external parties, including but not limited to oversight authorities and external auditors. You authorize us to release information about the District where we deem it appropriate in our professional judgment or at your request.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail and otherwise transmit information about the District via the Internet, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties that we retain in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to providing information for outside services by data processing and professional staff who work as independent contractors for us. With the



Ian Sims, District Manager  
Honey Lake Valley Resource Conservation District  
May 2, 2019  
Page 5 of 6

exception of internet providers subject to the risks discussed in the preceding paragraph, we will ensure we have a confidentiality agreement with any service providers we have retained to assist us in delivering service to you and with whom we share your confidential information, and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Craig D. Collins, CPA is the engagement partner and is responsible for supervising the engagement. Our fee for the services described above will be \$85 per hour. We will render our invoices not more than monthly. Payment will be due within 30 days of the invoice date.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration District under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

The District and Collins Accountancy Company both agree that any dispute over fees charged by us to the District will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration District. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to the District. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Very cordially yours,

Craig D. Collins, CPA  
Partner

Ian Sims, District Manager  
Honey Lake Valley Resource Conservation District  
May 2, 2019  
Page 6 of 6

RESPONSE:

This letter correctly sets forth the understanding of the Honey Lake Valley Resource Conservation District.

Signature: \_\_\_\_\_

Ian Sims  
District Manager  
Honey Lake Valley Resource Conservation District

May 23, 2019

Tri-Counties Bank  
2641 Main Street  
Susanville, CA 96130  
Attn: Kelli Williams

**RE: Honey Lake Valley RCD Change in Signatory Board Members and Staff**

Dear Kelli:

Effective June 28, 2019 Ian Sims will be leaving the Honey Lake Valley Resource Conservation District and will no longer be signatory on the accounts listed below. He will also be relinquishing his Tri-Counties Bank Business Debit Card ending in 7410 at that time.

The current RCD/Watermaster accounts are:

RCD checking account ending in #639  
WM checking account ending in #218  
WM savings account ending in #247  
RCD/SNC money market account ending in #331

Please note that the following board members and staff will be authorized signatories for all RCD and Watermaster accounts (listed above):

Jesse Claypool, Board Chair  
Laurie Tippin, Vice-Chair  
Wayne Langston, Treasurer  
Will Johnson, Director  
Kayla Meyer, District Manager

Also, please issue Kayla Meyer a Tri-Counties Bank Business Debit Card.

A copy of the minutes designating these changes will be forwarded to you after the board meeting to be held 5/23/19. Please call Kayla Meyer at (530) 257-7271 when the paperwork is ready for signatures and he will notify Board members to go by the bank to sign the necessary forms.

Thanks in advance for your prompt attention to this matter.

Sincerely,

---

HLVRCD Board Chair