

**Indian Hills General Improvement District
Board of Trustees**

Chairman Dale Dunham	Vice Chairman Robert Stulac	Secretary/Treasurer Vicky Lufrano	Trustee Russ Siegman	Trustee Robert Garcia
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**January 17, 2024
Regular Board Meeting 6:00 P.M.**

District Board Room
3394 James Lee Park Road
Carson City, NV
89705
(775) 267-2805

MISSION STATEMENT

The Mission of the District is to provide, within its Charter, those public facilities and services which maintain and improve the quality of life of its resident families and to maintain and operate those facilities and services at the highest quality and in the most cost-effective manner possible, with the intent to continue to do so for a growing population of residents.

It is the intent of the Board of Trustees to protect the dignity of citizens who wish to comment before the Board. It is also the Board of Trustees' wish to provide the citizens of the district with an environment that upholds the highest professional standards.

In order to ensure that every citizen desiring to speak before the Board has the opportunity to express his/her opinion, it is requested that the audience refrain from making comments, hand clapping or making any remarks or gestures that may interrupt, interfere, or prevent the speaker from commenting on any present or future project.

In accordance with Federal law and U.S. Department of Agriculture policy, IHGID is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

Communication for Hearing Impaired: Nevada Relay Service is available by calling 711. The TTY or HCO (hearing carry over) number is 800-326-6868, Voice only is 800-326-6888, VCO (voice carry over) is 800-326-4013.

Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the District Office in writing at 3394 James Lee Park Road, Carson City, NV 89705, or by calling 267-2805 at least 24 hours in advance.

Following is the Agenda, which is also posted on IHGID's website at: www.indianhillsnevada.com

AGENDA

6:00 P.M. – Regular Meeting

1. Call to Order - Regular Meeting of the Board of Trustees
2. Pledge of Allegiance
3. Discussion and possible action to elect officers of the IHGID Board of Trustees for calendar year 2024 – Chairman
 - a. Election of Chairman
 - b. Election of Vice Chairman
 - c. Election of Secretary/Treasurer
 - Motion
 - Vote
4. Public Interest Comment (No Action)

The public may comment on any subject that is pertinent to IHGID. The public may comment on any item that is on this agenda at the time it is discussed. Therefore, the public is encouraged and permitted to make comments on any non-agenda items during the public interest comment period. Comments may be limited by the discretion of the Chair and may not exceed three (3) minutes. Please note that the Board is prohibited by law from deliberating or taking action on issues raised by the public that are not listed on this agenda.

5. Approval of Agenda-Chairman
Items on this agenda may be taken out of order. Two or more agenda items may be combined for consideration. Any item appearing on this agenda may be removed, or its discussion delayed at any time.
 - Motion
 - Vote
6. Reports to the Board:
 - a. General Manager Report
 1. Administrative
 2. Water
 3. Wastewater
 - b. District Accountant Report
 - c. Engineer Report
 - d. Attorney Report
 - Board of Trustees Discussion
 - Open Public
 - Close Public Comment

7. Discussion and possible action to approve a proposal from Lumos and Associates in the amount of \$12,250 for engineering and related services for the North Hobo Tank Painting Project. (District Engineer, Collin Sturge)
 - Board of Trustees Discussion
 - Open Public Comment
 - Close Public Comment

8. Discussion and possible action to approve a three-year agreement for auditing services with Steele & Associates, LLC. (General Manager, Chris Johnson)
 - Board of Trustees Discussion
 - Open Public Comment
 - Close Public Comment

9. Discussion and possible action to evaluate a potential rate increase for the water enterprise fund. (General Manager, Chris Johnson)
 - Board of Trustees Discussion
 - Open Public
 - Close Public Comment

10. Discussion and possible action to evaluate a potential rate increase for the sewer enterprise fund. (General Manager, Chris Johnson)
 - Board of Trustees Discussion
 - Open Public
 - Close Public Comment

11. Discussion and possible action to approve amendments to the District's Personnel Policy. (General Manager, Chris Johnson/Administrative Services Supervisor/HR, Brooke Thompson)
 - Board of Trustees Discussion
 - Open Public Comment
 - Close Public Comment

12. Discussion and possible action to approve Draft Minutes from the November 15, 2023, Board Meeting.
 - Board of Trustees Discussion
 - Open Public Comment
 - Close Public Comment

13. Discussion and possible action to approve Draft Minutes from the December 20, 2023, Board Meeting.
 - Board of Trustees Discussion
 - Open Public Comment
 - Close Public Comment

14. Chairman and Trustees Reports, Correspondence

Under this item the Board Members will briefly identify relevant communications received by them before the meeting, or meetings attended, or potential business of the district. No action will be taken on any of these items, but a member may request such an item or topic be placed on a future agenda.

15. Adjournment

This agenda is posted at www.indianhillsnevada.com, <https://notice.nv.gov> and at the following locations:
District Main Office, 3394 James Lee Park Road

As of 8:30 A.M., January 11, 2024,

by

Brooke Thompson



AGENDA ITEM 3.

Discussion and possible action to elect officers of the IHGID Board of Trustees for calendar year 2024 – Chairman

- a. Election of Chairman**
- b. Election of Vice Chairman**
- c. Election of Secretary/Treasurer**

Board of Trustees Seats duties:

Chairman:

The Chair's position is a leader among equals. The Chair is the presiding officer at all Board meetings. In the Chair's absence, the Vice-Chair shall be the presiding officer. In the absence of the Chair and Vice-Chair, the Secretary/Treasurer shall preside.

The key duties of the presiding officer are to:

- Keep order and ensure Board compliance with Open Meeting Law.
- Be fair and impartial.
- Protect the rights of all the members.

Vice Chair:

In the Chair's absence, the Vice-Chair shall be the presiding officer at board meetings and responsible for the above.

Secretary/Treasurer:

In the absence of the Chair and Vice-Chair, the Secretary/Treasurer shall preside at board meetings.

The Secretary/Treasurer is also responsible for signing accounts payable checks on a weekly basis by visiting the office during business hours. Approving the board meeting agenda on a monthly basis by visiting the office. Reading and approving the monthly newsletter by visiting the office and signing the approved board meeting minutes.

AGENDA ITEM 6a.

Reports to the Board:

a. General Manager Report

- 1. Administrative**
- 2. Water**
- 3. Wastewater**

General Manager Report

January 17, 2024

The holidays are done and we are in to a new year.

We have gotten a lot done with the construction on Indian Drive, despite short weeks and inclement weather. The hot tap into the water line between Indian and Vassar went very well. It was the part of the project that had us worried, as it is a higher risk project, but it kept us from having to shut off water to approximately 40 homes. Matt, or Water Supervisor did an outstanding job of researching water plans and finding the needed connections to make this happen. We have met weekly for project updates, and I have been out to the construction sight regularly to see how the work is going. SSC has been very good to work with, and they are providing a quality product.

Trustee Garcia and I spoke about USDA loans and the percentage rates they're offering. I'm meeting with the USDA team to discuss these and consider the possibility of using USDA loans to offset our reserves in future projects.

I am hosting the Douglas County Manager's Meeting here on the 23rd. This meeting is the opportunity for the Districts, Towns, and County Managers to meet and collaborate on issues affecting our communities.

We are still pursuing training opportunities for the staff. I believe that we cannot get too much training, especially where we can get free or low-cost seminars and courses.

Our streets crew has been busy preparing our vehicles, and we are ready for plowing once it's needed.

I've worked with the District's Attorney on a couple of small issues.

BJ has been drinking from the firehose on the Water Distribution side. He's getting ready to do his Grade 1 certification. This is a great example of how our continuity plan is working. BJ started as a Field Utility 1 and now has worked up to Distribution 1 in our water system. We will continue to look forward to the future with our employees and keep our skills in the district.

Administrative Report

January 2024

The ACH program continues to be well received. Residents are thankful the district has implemented this option for payments. We currently have 555, 27.475% of residents taking advantage of automatic withdrawal. We continue to receive requests and new authorization forms daily.

In December we sent out forty-one past-due bills resulting in one disconnection, that account is still disconnected. I believe the property is vacant.

The district's Gazebo reservations are done for the season. We had eight tennis court reservations in November.

We had seven new account sign ups in December. These are homes that have changed ownership.

All staff have been enrolled in annual compliance training. There are several e-learning courses each employee is required to take. All courses must be completed by early February 2024.

Our Annual Christmas Celebration on Saturday, December 16, 2023, was a great success. Everyone thoroughly enjoyed decorating the hats and stockings and visiting Santa and Mrs. Clause. This generous community donated 149 pounds of food which was brought down to the Carson Valley Food Closet on December 19, 2023, and our TV and Olive Garden gift card raffle raised \$225.00 which was delivered to Austin's House on December 21, 2023.

We have scheduled our three Community Clean-Up days for 2024. The Clean-Up days will be on Saturday, April 20, 2024, Saturday, July 20, 2024, and Saturday, October 12, 2024, from 9:00a.m. and ending when the containers are filled.

Indian Hills yearly Recreation Events have also been scheduled. Our Annual Easter Egg Hunt will be on Saturday, March 30, 2024, starting promptly at 10:00A.M. in James Lee Park. Our Annual Summer Kick-Off will be Saturday, June 22, 2024, from 11:00A.M. – 2:00P.M. in James Lee Park. Our Trunk-or-Treat will be on Thursday, October 31, 2024, from 3:00P.M. – 5:00P.M. and our Annual Christmas Celebration will be Saturday, December 14, 2024, beginning at 10:00A.M. in the District Board Room.

Water Department Report

January 2024

Water Quality:

- The Bac-T sample results for December 2023 came back good.
- The Hobo water plant received 8 MG of (Minden) water for the month of December.
- North Well and South Well have been turned off for the winter due to low demand.
- Ridgeview Well pumped 1.1 MG of water for December.
- Hobo well has been turned off for the winter.

Water Plant Rounds:

Every morning all operations of the Water plant are checked. Morning rounds consist of,

- The water level and operation of all water storage tanks are checked and recorded.

- The water pressure at the plant and off-site booster stations is checked and recorded.
- All flow and totalizer meters are checked, and the amount of water used is recorded.
- The booster pumps at the plant are checked for proper voltage and current. They are also checked for excessive temperatures at bearings and checked for any water leaks. All information is recorded.
- Water samples are taken from the plant, and we check the water for proper chlorine residual and calibrate the chlorine analyzer as needed. We also check the water for PH, clarity, and temperature. All information is recorded.
- Trends of the water system are checked through SCADA. Checking these trends for anomalies in the distribution system can give us an early warning of future problems.

Maintenance:

- The water department has been working closely with Spanish Springs Construction during the installation of the new water main on Indian Dr.
- All annual reports have been completed and sent to the Bureau of Safe Drinking Water
- The Water department has been working on the corrections required by the recent sanitary survey. All the corrections except North and South water tank overflow pipes have been completed.

Wastewater Department Report

January 2024

1: Treatment plant: The south waste activated sludge (WAS) pump failed after Christmas day. We set up the 4" Godwin pump to temporarily pump WAS to the digester. We have pulled the pump and Pac Machine Co. found it had a shorted stator winding. We are currently working on a repair of the pump.

We decided to haul the sludge out of the northeast pond in-house. Ryan has been hauling sludge after we replaced the trailer axles and has 2 loads of the original sludge pile to haul.

I repaired the filter building roof where 3 or 4 shingles had blown off the roof.

We are well into winter effluent storage, pond 6 is full and pond 5 is 1/3 full.

We are switching from the west primary pond to the east primary pond to test operation of the new level controls Sierra Controls installed. We also want the west pond to dry out to eliminate algae and plant growth.

I put a good coat of paint on the problem areas of our office. We will continue with more when the weather gets better.

Ryan and I have dragged the roads on a regular basis, especially after any rain.

2: Lift Stations: All 4 lift stations continue to perform satisfactorily.

3: Sewer Collection: Ryan inspected problem manholes and is editing the list as needed. He is up to date on manhole flushing.

Continue weekly check of sewer hot spots (manholes that develop above average grease buildup) and physically pulling sewer lids, checking for flow, debris, root intrusion and confirming locations in relation to our plot maps. This ongoing maintenance of the sewer system has been very successful; we have identified potential problems long before they develop into messy situations.

AGENDA ITEM 6b.

Reports to the Board:

b. District Accountant Report

**INDIAN HILLS GID
CASH BALANCES
AS OF 12/31/23**

CASH BALANCES	12/31/2023
Operating	\$ 5,496,289.60
Reserved from rate increase	\$ 2,556,806.29
Reserved for Parks	\$ 21,309.84
Reserved for streets	\$ 1,276,314.42
Reserved for water tank	\$ 34,214.05
Operating Available	\$ 1,607,645.00
Payroll	\$ 24,999.01
Money Market-Nevada State Bnk	\$ 1,641,607.49
Reserve for Infrastructure	\$ 673,611.97
Reserve for Connections	\$ 603,636.66
Reserve for storm water mgt	\$ 46,507.39
Reserve for sewer debt reserves	\$ 59,425.00
Reserve for short lived assets	\$ 48,811.70
Money Market Available	\$ 209,614.77
Money Market-Moretton	\$ 3,060,407.31
Pipeline	\$ 591,668.56
Reserve for USDA debt service	\$ 40,284.00
Reserve for O&M	\$ 67,941.82
Reserve for short lived assets	\$ 343,424.95
Reserve for AB198 capital repl	\$ 123,670.24
Reserve for construction	\$ 16,347.55
Pipeline Available	\$ -
Total	\$ 4,902,666.09
Investment Pool	
IHGID	\$ 9,253.34
IHCIP (2m 2007 Bonds)	\$ 128,896.35
Drinking Revenue Bond	\$ 266,976.92
Total	\$ 405,126.61

**INDIAN HILLS GID
CASH BALANCES BY FUND
12/31/2023**

CASH BALANCES	12/31/2023		
	WATER	SEWER	ADMIN
Operating	1,167,734.58	1,959,267.50	2,369,287.53
Reserved from rate increase	1,238,237.43	1,318,568.86	
Reserved for streets			1,276,314.42
Reserved for parks			21,309.84
Reserved for water tank	34,214.05		
Operating Available	-104,716.90	640,698.64	1,071,663.27
Money Market-Nevada State Bank	432,582.58	749,563.27	459,461.64
Reserve for Infrastructure	156,279.88	221,296.98	296,035.11
Reserve for Connections	314,643.33	288,993.33	
Reserve for storm water mgt			46,507.39
Reserve for sewer debt service		59,425.00	
Reserve for sewer short lived assets		48,811.70	
Money Market Available	-38,340.63	131,036.26	116,919.14
Money Market-Moretton	1,020,135.77	1,020,135.77	1,020,135.77
Pipeline	591,668.56		
Reserve for debt service (fully funded)	40,284.00		
Reserve for O&M	67,941.82		
Reserve for short lived assets	343,424.95		
Reserve for AB198 capital replacement	123,670.24		
Reserve for construction	16,347.55		
	0.00		
TOTAL AVAILABLE	877,078.24	1,791,870.67	2,208,718.18

**INDIAN HILLS GID
ATTORNEY EXPENSES
DECEMBER 2023**

MONTHLY FEE

3,000.00

TOTAL

3,000.00

**INDIAN HILLS GID
LONG TERM DEBT
AS OF 12/31/23**

<u>DEBT</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>FINAL PAYMENT</u>	<u>INTEREST RATE</u>
WATER 2003 BOND	\$ 226,980.40	59,220.37 due Jan and July	1/1/2026	3.46%
WATER/SEWER 2007 BOND *	\$ 425,000.00	** due May and Nov	11/1/2026	4.00%
USDA SEWER	\$ 1,112,865.11	4,754.08 MONTHLY	1/1/2052	2.75%
USDA PIPELINE	\$ 734,174.50	3,357.00 MONTHLY	8/1/2051	3.25%
PIPELINE 2010 STATE	\$ 480,166.29	40,343.06 due Jan and July	7/1/2030	2.57%
	<u>\$ 2,979,186.30</u>			

* (35% WATER, 65% SEWER)

** payment amount varies

**INDIAN HILLS GID
ENGINEERING EXPENSES
DECEMBER 2023**

MICA DRIVE	475.00
	<u>475.00</u>

Indian Hills General Improvement District
OVERTIME/CALLOUT HOURS
December 2023

Employee	pay date		pay date		pay date		pay date		Total Earnings
	Hours	12/1/2023	Hours	12/15/2023	Hours	12/29/2023	Hours	Total Hours	
WATER TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
WATER TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
STREETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
STREETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
WATER SUPER	0.00	0.00	1	53.05	0.00	0.00	0.00	1	53.05
WATER SUPER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
ADMIN SUPPORT	7.5	420.08	0.00	0.00	7.5	420.08	0.00	15	840.16
ADMIN SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
SEWER TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
SEWER TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
SEWER SUPER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
SEWER SUPER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
MECHANIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
MECHANIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
TOTALS	7.50	420.08	1.00	53.05	7.50	420.08	16.00	16.00	893.21

**INDIAN HILLS GID
REVENUE AND EXPENSE
NOT INCLUDING DEPRECIATION
FOR THE PERIOD ENDED DECEMBER 31, 2023
WATER**

INCOME	BUDGET	ACTUAL	(OVER)/	50.00%
			UNDER	
FEES	1,405,000.00	786,193.75	618,806.25	55.96%
CONNECTION FEES	0.00	5,130.00	(5,130.00)	0.00%
CRICKET/VERIZON	12,441.60	5,184.00	7,257.60	41.67%
GRANT INCOME	0.00	0.00	0.00	0.00%
INTEREST	4,000.00	29,999.51	(25,999.51)	749.99%
MISCELLANEOUS	0.00	250.00	(250.00)	0.00%
TOTAL REV	1,421,441.60	826,757.26	594,684.34	58.16%
EXPENSES				
SALARIES/BENEFITS	437,246.01	199,078.62	238,167.39	45.53%
OPERATING EXP	452,975.00	212,914.72	240,060.28	47.00%
DEBT PRINCIPAL	236,732.60	142,549.26	94,183.34	60.22%
DEBT INTEREST	55,038.28	39,190.14	15,848.14	71.21%
** CAPITAL OUTLAY	0.00	256,284.70	(256,284.70)	0.00%
TOTAL EXP	1,181,991.89	850,017.44	331,974.45	71.91%
PROFIT	239,449.71	(23,260.18)	262,709.89	

NON-CASH

infrastructure depletion (DEPRECIATION)	545,000.00	272,500.02	272,499.98	50.00%
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** Indian Drive project paid from reserves

**INDIAN HILLS GID
REVENUE AND EXPENSE
NOT INCLUDING DEPRECIATION
FOR THE PERIOD ENDED DECEMBER 31, 2023
SEWER**

INCOME	BUDGET	ACTUAL	(OVER)/	50.00%
			UNDER	%
FEES	1,011,000.00	548,908.90	462,091.10	54.29%
CONNECTION FEES	0.00	0.00	0.00	0.00%
INTEREST	120.00	20,278.85	(20,158.85)	16899.04%
MISCELLANEOUS	0.00	250.00	(250.00)	0.00%
TOTAL REV	1,011,120.00	569,437.75	441,682.25	56.32%

EXPENSES	BUDGET	ACTUAL	(OVER)/	50.00%
			UNDER	%
SALARIES/BENEFITS	426,189.65	200,053.19	226,136.46	46.94%
OPERATING EXP	221,425.00	112,207.47	109,217.53	50.68%
DEBT PRINCIPAL	110,851.63	96,761.87	14,089.76	87.29%
DEBT INTEREST	43,437.33	20,801.92	22,635.41	47.89%
** CAPITAL OUTLAY	0.00	30,789.50	(30,789.50)	0.00%
TOTAL EXP	801,903.61	460,613.95	341,289.66	57.44%
PROFIT (LOSS)	209,216.39	108,823.80	100,392.59	

NON-CASH:				
infrastructure depletion (DEPRECIATION)	383,000.00	191,500.02	191,499.98	50.00%

** Indian Drive project paid from reserves

**INDIAN HILLS GID
REVENUE AND EXPENSE
NOT INCLUDING DEPRECIATION
FOR THE PERIOD ENDED DECEMBER 31, 2023
GENERAL**

<u>INCOME</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>(OVER)/ UNDER</u>	<u>50.00% %</u>	
AD VALOREM	1,154,366.00	773,762.69	380,603.31	67.03%	
DOUGLAS CO. CONSOLIDATED TAX	404,710.00	210,577.89	194,132.11	52.03%	
PARK REV	500.00	300.00	200.00	60.00%	
GRANT	0.00	0.00	0.00	0.00%	
DONATIONS	0.00	1,809.84	(1,809.84)	0.00%	
MISCELLANEOUS	0.00	0.00	0.00	0.00%	
INTEREST	2,500.00	21,489.09	(18,989.09)	859.56%	
STORM WATER	21,700.00	10,998.55	10,701.45	50.68%	
TOTAL REV	1,583,776.00	1,018,938.06	564,837.94	64.34%	
<u>EXPENSES</u>					
ADMIN	SALARIES/BENEFITS	101,919.04	47,891.17	54,027.87	46.99%
	OPERATING EXP	223,950.00	84,246.32	139,703.68	37.62%
	CAPITAL OUTLAY	0.00	0.00	0.00	0.00%
PARKS	SALARIES/BENEFITS	220,534.96	83,649.55	136,885.41	37.93%
	OPERATING EXP	153,175.00	67,408.71	85,766.29	44.01%
	** CAPITAL OUTLAY	0.00	4,500.00	(4,500.00)	0.00%
STREETS	SALARIES/BENEFITS	235,533.36	92,745.79	142,787.57	39.38%
	OPERATING EXP	92,118.00	33,325.00	58,793.00	36.18%
	CAPITAL OUTLAY	508,307.00	3,307.00	505,000.00	0.00%
TOTAL EXP		1,535,537.36	417,073.54	1,118,463.82	27.16%
PROFIT		48,238.64	601,864.52	(553,625.88)	
NON-CASH:					
infrastructure depletion (DEPRECIATION)		338,000.00	169,000.02	168,999.98	50.00%

** tennis courts from 22-23 budget reserved

**INDIAN HILLS GID
WATER FUND SUMMARY
12/31/2023**

CASH BALANCES	LOAN BALANCES	REVENUES / EXPENSES
Operating		User Fees \$ 366,783.92
Reserved from rate increase	Water Bond-2003 \$ 226,980.40	Base Rate Fees \$ 411,700.21
Reserved for water tank	Water Bond-2012 (35%) \$ 148,750.00	Late fees \$ 7,709.62
Operating Available	Pipeline USDA \$ 734,174.50	Connection fees \$ 5,130.00
	Pipeline State \$ 480,166.29	Interest \$ 29,999.51
		Verizon \$ 5,184.00
Money Market		Misc Income \$ 250.00
Reserve for Infrastructure		TOTAL REVENUE \$ 826,757.26
Reserve for Connections		
Money Market Available		Salaries/Benefits \$ 199,078.62
		Operating Exp \$ 212,914.72
Pipeline		Interest Exp \$ 39,190.14
Reserve for debt service (fully funded)		Capital Outlay \$ 256,284.70
Reserve for O&M		TOTAL EXPENSES \$ 707,468.18
Reserve for short lived assets		
Reserve for AB198 capital replacement		
Reserve for construction		
TOTAL AVAILABLE	TOTAL LOANS	INCOME (LOSS)
-\$143,057.53	\$ 1,590,071.19	\$ 119,289.08

**INDIAN HILLS GID
ADMIN, PARKS, STREETS SUMMARY
(AD VALOREM)
12/31/2023**

CASH BALANCES	ADMIN	REVENUES / EXPENSES
Operating	\$2,369,287.53	Storm water fees \$10,998.55
Reserved for streets	\$1,276,314.42	Consolidated Tax \$210,577.89
Reserved for parks	\$25,619.87	Ad Valorem Tax \$773,762.69
Operating Available	\$1,067,353.24	Recreation Fees \$300.00
		Interest Income \$21,489.09
		Grant fund received \$0.00
		Miscellaneous \$1,809.84
Money Market	\$459,461.64	TOTAL REVENUE <u>\$1,018,938.06</u>
Reserve for Infrastructure	\$296,035.11	
Reserve for storm water mgt	\$46,507.39	Salaries/Benefits \$224,286.51
		Operating Exp \$184,980.03
		Capital Outlay \$7,807.00
Money Market Available	\$116,919.14	TOTAL EXPENSES <u>\$417,073.54</u>
TOTAL AVAILABLE	\$1,184,272.38	INCOME (LOSS) <u>\$601,864.52</u>

**INDIAN HILLS GID
CASH RESERVES BY FISCAL YEAR
FROM 2011-2024**

DATE	WATER		WASTEWATER		ADMIN	
	RATE RESERVES	DEPR RESERVES	RATE RESERVES	DEPR RESERVES	RATE RESERVES	DEPR RESERVES
6/30/2011	0.00	27,500.00	0.00	27,500.00	0.00	0.00
6/30/2012	0.00	40,700.00	0.00	37,310.00	18,900.00	18,900.00
6/30/2013	0.00	55,196.00	0.00	46,814.00	37,488.00	37,488.00
6/30/2014	0.00	75,500.00	0.00	59,954.00	64,992.00	64,992.00
6/30/2015	38,637.00	48,174.00	27,364.00	74,546.00	93,696.00	93,696.00
6/30/2016	132,336.00	70,170.00	99,152.00	69,691.00	123,588.00	123,588.00
6/30/2017	267,694.00	73,628.00	221,563.00	85,687.00	142,350.00	142,350.00
6/30/2018	483,052.00	94,628.00	386,987.00	103,687.00	173,450.00	173,450.00
6/30/2019	746,866.00	112,020.00	585,105.00	123,687.00	195,650.00	195,650.00
6/30/2020	623,484.00	133,821.00	799,245.00	143,937.00	219,550.00	219,550.00
6/30/2021	921,247.00	164,820.00	1,023,070.00	165,437.00	253,250.00	253,250.00
6/30/2022	1,116,468.00	106,370.00	1,188,439.00	187,337.00	233,335.00	233,335.00
6/30/2023	1,232,994.39	188,566.39	1,269,027.85	207,546.96	274,235.07	274,235.07
as of 12/31/23	1,238,237.43	156,279.88	1,318,568.86	221,296.98	296,035.11	296,035.11

Reserve amounts will sometimes decrease as we use them for approved expenditures

AGENDA ITEM 6c.

Reports to the Board:

c. Engineer Report



Sanitary Survey Inspection Report

INDIAN HILLS GID

PUBLIC WATER SYSTEM ID: NV0000355

4 Significant Deficiencies

16 Minor Deficiencies

Mr. Matt Bell
3394 James Lee Park Dr
Carson City, NV 89705

Date of Inspection

October 4, 2023

Consult with BSDW by

December 16, 2023

Written Response Due

December 31, 2023

November 17, 2023

CERTIFIED MAIL ID #

9489 0090 0027 6499 8881 56

Dear Mr. Bell,

This letter reports the results of the Sanitary Survey of your facility by the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water (BSDW). Based on the survey, **4** significant deficiencies, **16** minor deficiencies, and **4** recommendations have been identified. Correct these deficiencies promptly to make sure your water system complies with health and safety standards.

You need to do three things in response to this report:

1. To better understand the required corrective actions, consult with BSDW by **December 17, 2023**.
2. Send a written response to BSDW by **December 31, 2023**. The written response needs to include a summary of your plan for addressing the deficiencies. If you are unable to complete the corrective actions by the due date, request an extension with your written response. BSDW will approve or deny the extension request. Requests for extensions must be submitted before corrective action due dates.
3. The required corrective actions must be completed by **March 16, 2024**, unless the water system is granted an extension. Photographs and other requested documentation of deficiency resolution must be submitted to BSDW within 30 days of the corrective action deadline.

If you have any questions, please contact me at 775-687-9516 or lgarfield@ndep.nv.gov. Thank you for your time and cooperation.

Sincerely,

Lynell Garfield, M.S.
Bureau of Safe Drinking Water

Enclosures: GWR Significant Deficiency Attachment
Sanitary Survey Response Form, Well Tags

cc: Matt Bell, mbell@indianhillsnevada.com
Art Marr, P.E., Engineering Branch, BSDW
Alex Lanza, P.E., PWS Compliance Branch Supervisor

Parties Present During Sanitary Survey

The assistance of water system representatives mentioned below was very helpful and greatly appreciated.

Name	Organization
Lynell Garfield	BUREAU OF SAFE DRINKING WATER
Matt Bell	IHGID
Will Williams	IHGID
Art Marr	BSDW-ENGINEERING

Evaluated Facilities/Sections

Sources

W09 JVES NORTH WELL
 W10 JVES SOUTH WELL
 W11 RIDGEVIEW WELL 5

Treatment

TP01 HOBO PUMP FACILITY CHLORINATOR
 TP03 NORTH SCHOOL WELL CHLORINATOR
 TP04 SOUTH SCHOOL WELL CHLORINATOR

Distribution

DS01 DISTRIBUTION SYSTEM

Finished Water Storage

ST01 BIG GREEN STORAGE TANK 420K
 ST02 HOBO NORTH TANK 188K BLD W07 & W08
 ST03 JACKS VALLEY TANK BLEND W09 & W10
 ST04 RIDGEVIEW TANK 420K
 ST06 HOBO SOUTH WATER TANK 188K

Pumps

PF01 NORTH PARK BOOSTER STN SUNRIDGE
 PF02 VALLEY VISTA BOOSTER STN
 PF03 HOBO BOOSTER PUMPS

MR Data Verification

Management and Operation

Operator Compliance

Survey Procedure

Understanding your report

Responding to this report

Be prompt. You must respond to this report within 45 days. Outline how you corrected deficiencies or your plan for addressing them (include hard dates).

Address both *significant* and *minor* deficiencies in your response.

Use the attached response form to develop your response to deficiencies.

Severity of observations

Each observation is categorized into one of three tiers based on its severity:



Significant deficiencies require immediate action because they may put the public at risk (NAC 445A.450 – 445A.6731). These must be fixed or be part of an approved corrective action plan within **120 days** of receiving this report, otherwise a treatment technique violation will be issued requiring tier 2 public notice.



Minor deficiencies need prompt correction to keep your water system functioning for the long haul. If ignored, minor deficiencies may quickly become significant problems.



Recommendations are helpful ideas that will enable your system to meet required design criteria or other industry standards.

If your facility has a significant deficiency

You must meet three deadlines below. Failure to do so may result in a treatment technique violation:

1. **Within 30 days:** Consult with us to discuss how to proceed.
2. **Within 120 days:** Correct the problems or have a NDEP-approved corrective action plan.
3. **Within 30 days after fixing:** Let us know that you have resolved the issues. Include photographs or other documentation.

Don't forget

You need the approval of NDEP before improving your system, modifying its treatment process, or adding new water sources (NAC 445A.6669).

Your water system is responsible for keeping its own records. Some records must be kept for as long as ten years (40 CFR 141.33).

Your water system must comply with new definitions of "lead-free," added to Nevada regulations in 2014 to reflect changes to federal law (NAC 445A.66085).

Your operators and managers are responsible for knowing when to complete a Level 1 assessment based on coliform sampling results. You can find guidance online:

ndep.nv.gov/water/drinking-water/forms

Need help?

By Phone 775-687-9521 — NDEP, Bureau of Safe Drinking Water

Online ndep.nv.gov/water/drinking-water — Regulations, guidance, and forms
ndep.nv.gov/water/financing-infrastructure — Water project financing
www.epa.gov/safewater — Additional information and guidance

Deficiencies and Recommendations

The following table lists our observations of the physical and administrative components of your water system. "Fixing the issue" explains how to address the observations to keep your system in good working order and compliant with public health regulations.

You must correct the following deficiencies by
March 16, 2024



Significant Deficiency

Attachment ID:#1781

WSF ID: W09

Facility: JVES NORTH WELL

Issue: SRC WL Vent Pipe Height and Screen; The well casing must be equipped with a vent pipe with proper height, orientation, and screen. NAC 445A.6692; 2

Comments: The well casing vent pipe is not adequately screened. Install a 22-24 mesh/ inch, non-corrosive vent screen to reduce the possibility of animals, debris, and other contaminants entering the well. Provide photographic documentation of the repair.



Significant Deficiency

Attachment ID:#1790

WSF ID: ST01

Facility: BIG GREEN STORAGE TANK 420K

Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19

Comments: The overflow must terminate between 12 and 24 inches above the ground surface. On ST01, the terminus has an airgap above the grate discharge to waste vault, but it is less than 2X the diameter of the overflow pipe. The overflow pipe must be equipped with a duckbill or other approved device. Please provide photographic documentation to BSDW upon completion.



Significant Deficiency

Attachment ID:#1777

WSF ID: ST02

Facility: HOBO NORTH TANK 188K BLD W07 & W08

Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19

Comments: The overflow for both Hobo Tanks is piped into the ground and to the pond; and must terminate between 12 and 24 inches above the ground surface or water's surface when capacity is full. The overflow pipe terminus must be equipped with an approved angled flapper

valve or other approved device. Please mitigate to provide this air gap at the overflow terminus at the pond, ensure an approved backflow prevention device is installed, and provide photographic documentation upon completion.

**Significant Deficiency**

Attachment ID:#1776

WSF ID: ST06

Facility: HOBO SOUTH WATER TANK 188K

Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19

Comments: The overflow for both Hobo Tanks is piped into the ground and to the pond; and must terminate between 12 and 24 inches above the ground surface or water's surface when capacity is full. The overflow pipe terminus must be equipped with an approved angled flapper valve or other approved device. Please provide this air gap at the overflow terminus at the pond, ensure an approved backflow prevention device is installed, and provide photographic documentation upon completion.

**Minor Deficiency**

Attachment ID: #1796

WSF ID: W09

Facility: JVES NORTH WELL

Issue: SRC WL Concrete Pad; A properly sized, constructed, and in good condition concrete pad must be equipped for the well. NAC 445A.66915; 8

Comments: The well pad is cracked to the extent that its ability to maintain a watertight seal is uncertain. This may suggest water inundation of well house during large storms in freezing conditions. Replace the concrete pad if water tightness cannot be attained through reparations. Advise BSDW of repair conclusion with a photo or text description.



0

Minor Deficiency

Attachment ID: #1802

WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08

Issue: Water Level Indicator; Storage facilities must be equipped with telemetry or a visual water level indicator. NAC 445A.6708.7; 20

Comments: According to 2022 Dive Report, "The float was found in fair to poor condition with 1% uniform surface corrosion noted and the cables were not attached." This repair is part of rehabilitation of this tank, referenced by staff. All internal coatings must be drinking water compatible, and the repair must be approved by BSDW-Engineering prior to work commencing. Submit documentation and photos of completed repairs to BSDW to resolve this deficiency.



0

Minor Deficiency

Attachment ID: #1800

WSF ID: ST06 Facility: HOBO SOUTH WATER TANK 188K

Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23

Comments: Vent screens are inappropriately sized. Replace with a 22 to 24 mesh per inch, non-corrosive screen to prevent external contaminants (e.g. rain, debris, insects and other animals) from entering the storage tank. Send photo to BSDW.



7

Minor Deficiency

Attachment ID: #1782

WSF ID: W09 Facility: JVES NORTH WELL

Issue: SRC WL Blow off Pipe Flapper, Screens, Orientation, Airgaps; Well discharge pipes and other appurtenances must be properly screened, oriented, and air gapped. NAC 445A.66925; 12

Comments: The discharge end of the pump-to-waste pipe is not adequately protected from the intrusion of insects or other animals. Install an angled flapper valve on the terminus of the discharge pipe, and provide photographic documentation of the repair.

8 **Minor Deficiency**

Attachment ID: None

WSF ID: TP03

Facility: NORTH SCHOOL WELL CHLORINATOR

Issue: Chemical Storage and Labeling; Chemicals used at the treatment plant must be properly stored and labeled. NAC 445A.66805; 23

Comments: The room with stored chemicals must have proper placards and identification on the outer door. Once the appropriate placards and labels are in place, provide BSDW with photographic documentation of these chemical safety measures.

9 **Minor Deficiency**

Attachment ID: None

WSF ID: TP04

Facility: SOUTH SCHOOL WELL CHLORINATOR

Issue: Chemical Storage and Labeling; Chemicals used at the treatment plant must be properly stored and labeled. NAC 445A.66805; 23

Comments: The room with stored chemicals must have proper placards and identification on the door. Once the appropriate placards and labels are in place, provide BSDW with photographic documentation of these chemical safety measures.

10 **Minor Deficiency**

Attachment ID: None

WSF ID: TP01

Facility: HOBO PUMP FACILITY CHLORINATOR

Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24

Comments: Safety Data Sheets (SDSs), formerly MSDS, are not available for treatment plant chemicals. Provide SDS/MSDSs in a location near the chlorine storage area, and chlorine injector that operators and first responders can quickly access. Provide documentation on the location of the SDS sheets, and forward a photograph verifying their presence in the chlorinator room.

11 **Minor Deficiency**

Attachment ID: #1784

WSF ID: TP03 Facility: NORTH SCHOOL WELL CHLORINATOR

Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24

Comments: The chlorine storage tank needs to be labelled. Label the chlorine tank and post a current SDS nearby (formerly MSDS), provide BSDW with a photograph of the labelled tank and SDS posted in this well house.

12 **Minor Deficiency**

Attachment ID: None

WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR

Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24

Comments: Safety Data Sheets (SDSs), formerly MSDS, are not available for treatment plant chemicals. Provide SDS/MSDSs in a location that operators and first responders can quickly access inside the wellhouse near TP04. Provide documentation on the location of the SDS sheets, and forward a photograph verifying their presence.

13 **Minor Deficiency**

Attachment ID: #1788

WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR

Issue: Chemical Containment and Wash down Measures; Proper safety measures for chemical application including containment, wash facilities and building construction must be in place at the treatment plant. NAC 445A.6681 and NAC 445A.66815; 25

Comments: The chlorine storage tank needs to be labelled. Label the chlorine tank and provide us with a photograph of the labelled tank.

14  **Minor Deficiency** Attachment ID: None

WSF ID: ST04 Facility: RIDGEVIEW TANK 420K

Issue: Base or Foundation Problems; The storage facility has problems with the base/foundation. NAC 445A.6708.1(b); 3

Comments: The area surrounding the storage tank has become overgrown. Manually remove all vegetation within the immediate vicinity of the tank to prevent roots from undermining and damaging the foundation. Vegetation overgrowth can also attract unwanted animals (i.e. rodents) and create a fire hazard. Provide photographic documentation of this site maintenance.

15  **Minor Deficiency** Attachment ID: #1774, #1775, #1801

WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08

Issue: Coatings Interior or Exterior; Metal surfaces of storage facilities must be protected with approved interior or exterior coatings. NAC 445A.67085; 13

Comments: The tank is showing evidence of corrosion and rusting on top of the tank, at the vent, and in the hatch. Plans were in place to do a tank rehab in 2021 and this work has not been completed. Staff indicated this tank is the next to be rehabilitated this coming year. There was a Dive Inspection provided in 2022, and the following is from the 2022 Report, provided by PWS: "The interior roof was found in good to fair condition with heavy delamination, oxidation, and 33% uniform surface corrosion noted." Also: "Fair - Minor problems, repairs needed. Poor - Major problems, fix now." The tank must be repaired per the referenced dive report.

Prior to the work, provide Engineering plans to BSDW for review and approval. All internal coatings must be drinking water compatible. This deficiency will be resolved once tank has been repaired and restored with documentation and photos sent to BSDW Compliance.

16  **Minor Deficiency** Attachment ID: None

WSF ID: ST04 Facility: RIDGEVIEW TANK 420K

Issue: Water Level Indicator; Storage facilities must be equipped with telemetry or a visual water level indicator. NAC 445A.6708.7; 20

Comments: The site level indicator is inoperable and came loose from the cable upon being fixed. Repair of the device falls under warrantee from the tank being dived. Until the repair can be

completed, plan to visually inspect the water level on a routine basis to ensure that SCADA is reporting water availability accurately. Pursue warrantee repair and Provide BSDW with photos of repaired cable/float assembly.

17  **Minor Deficiency** Attachment ID: #1792

WSF ID: ST01 Facility: BIG GREEN STORAGE TANK 420K

Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23

Comments: The vents on the big green tank are covered in mesh, but this material is showing signs of wear and needs to be replaced with 22-24/inch non-corrosive metal screen. Send photos to BSDW to resolve.

18  **Minor Deficiency** Attachment ID: #1778

WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08

Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23

Comments: The vent on this tank is deteriorating significantly. As well, the vent screens are disintegrating, showing signs of rust. Rehab of vent must be prioritized. According to 2022 Dive Report, provided by PWS: "The vent was found in good to fair condition with moderate chalking, moderate to heavy staining, oxidation, delamination, cracking, and 16% uniform surface corrosion noted." Also: "The interior roof was found in good to fair condition with heavy delamination, oxidation, and 33% uniform surface corrosion noted." Also: "The float was found in fair to poor condition with 1% uniform surface corrosion noted and the cables were not attached." Also: "Fair - Minor problems, repairs needed. Poor - Major problems, fix now." This inspection was made in 2022. The tank must be repaired per the referenced dive report. Prior to the work, provide Engineering plans to BSDW for review and approval. All internal coatings must be drinking water compatible. This deficiency will be resolved once tank has been repaired and restored with documentation and photos sent to BSDW.

19 **Minor Deficiency**

Attachment ID: #1798, #1799

WSF ID: ST03 Facility: JACKS VALLEY TANK BLEND W09 & W10

Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23

Comments: Vent screens are inappropriately sized. Repair and replace with a 22 to 24 mesh per inch, non-corrosive screen to prevent external contaminants (e.g. rain, debris, insects and other animals) from entering the storage tank.

0 **Recommendation**

Attachment ID: None

WSF ID: W11 Facility: RIDGEVIEW WELL 5

Issue: SRC GE General Issues; Other issues at source.; 24

Comments: A chlorinator was installed at W11 but has not been reviewed by BSDW Engineering. Please submit a water project application to the Engineering Branch for review and approval. Forward application package cover page to Compliance to have this deficiency resolved.

20 **Recommendation**

Attachment ID: None

WSF ID: ST04 Facility: RIDGEVIEW TANK 420K

Issue: CW General Issues; Other issues or observations at finished water storage.; 4

Comments: The air vacuum valve terminus is fixed with mesh screen but this material is worn. Please replace with 22-24/inch non-corrosive metal screen and send photo to BSDW.

21 **Recommendation**

Attachment ID: #1793, #1794

WSF ID: PF01 Facility: NORTH PARK BOOSTER STN SUNRIDGE

Issue: General Issues; Other issues at pump facility.; 3

Comments: The terminus on the discharge pipe is fitted with inappropriately sized mesh. Repair by replacing with 22-24/inch non-corrosive metal screen. Send photos of repair to BSDW.

22 **Recommendation**

Attachment ID: None

WSF ID: Facility: MR Data Verification

Issue: Total Coliform Site Sampling Plan; All systems must have and follow an approved site sample plan for Total Coliform Rule (TCR) monitoring. NAC 445A.4525 and 40 CFR 141.21(a) and 40 CFR 141.851 through 861 (Subpart Y); 12

Comments: Per Revised Total Coliform Rule regulations, the Coliform Sampling Plan was reviewed by all parties. It was determined that the current sampling points and sampling frequency are representative of the distribution system and reflective of the average population. No changes were made.

Violation History

This page covers: **Nov 16, 2020 – November 16, 2023**

Maximum Contaminant Level Violation Count

0

Monitoring Violation Count

0

Other Violation Count

0

During the inspection, the items noted below and self-reported compliance data were reviewed and discussed.

If you have been responding to BSDW regarding these violations, please continue that effort to resolve these issues. **If you have not responded to BSDW regarding these violations, please do so within 45 days of receipt of this report.**

Maximum Contaminant Level (MCL) Violations

Your water system had no MCL violations in the past 3 years.

Monitoring Violations

Your water system had no monitoring violations in the past 3 years.

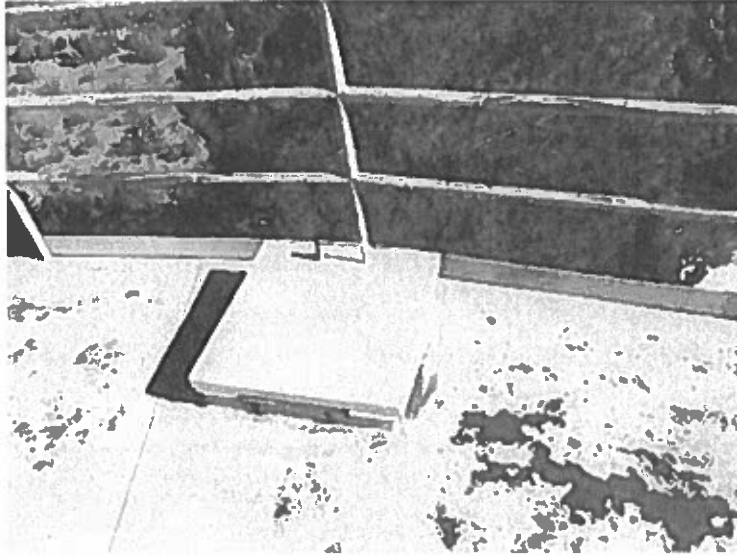
Other Violations

Your water system had no other violations in the past 3 years.

Site Visit History

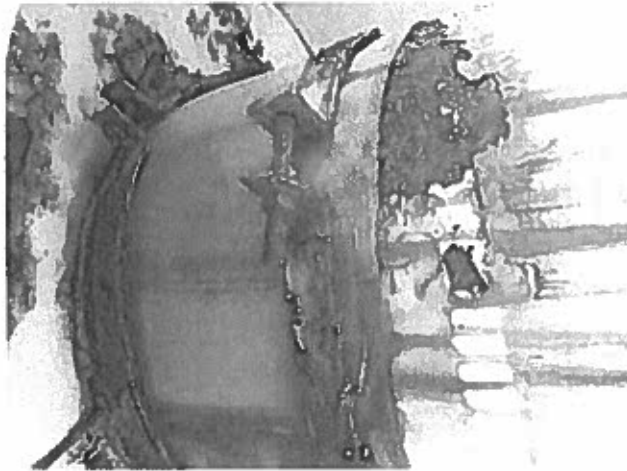
Reason	Date of visit	Notification Date
---------------	----------------------	--------------------------

Photograph Attachments



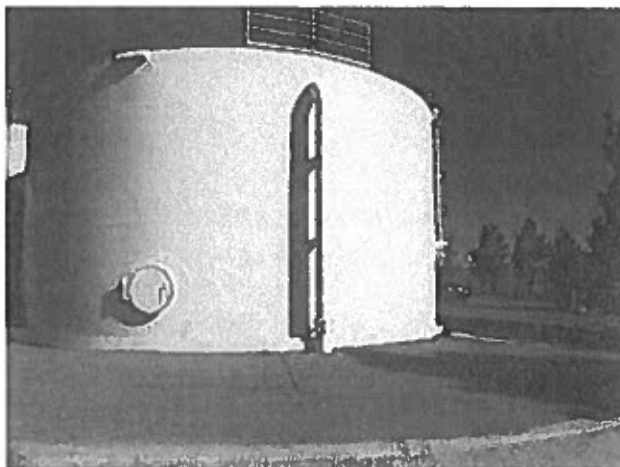
Attachment ID: 1774

Description: ST02 surface is compromised and needs rehabilitation.

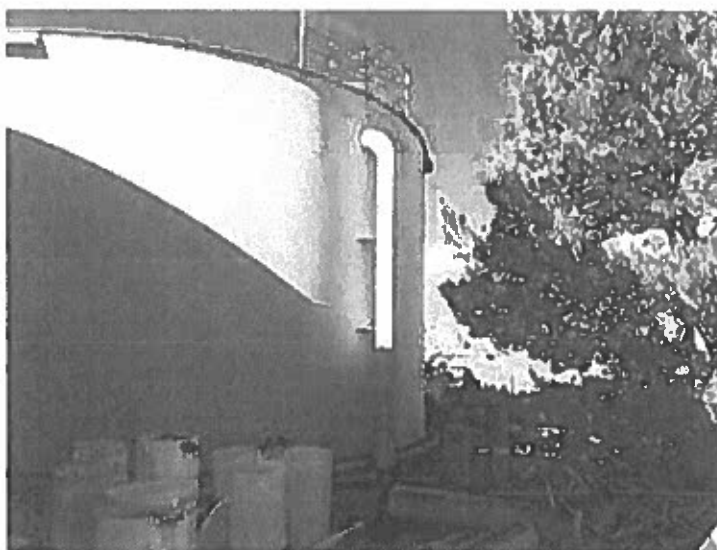


Attachment ID: 1775, 1778

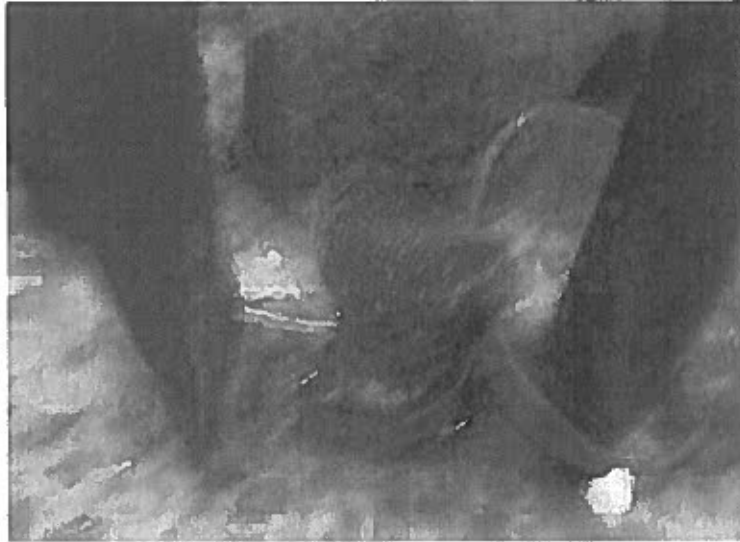
Description: Air vent at ST02 is in poor condition and must be rehabilitated with other features called out in dive report (2022).

**Attachment ID: 1776**

Description: Overflow pipe at ST06 is not air gapped at ground surface or to pond bottom. This needs to be retrofitted with flapper or duckbill device, or other approved device, and pond maintained to provide sufficient airgap.

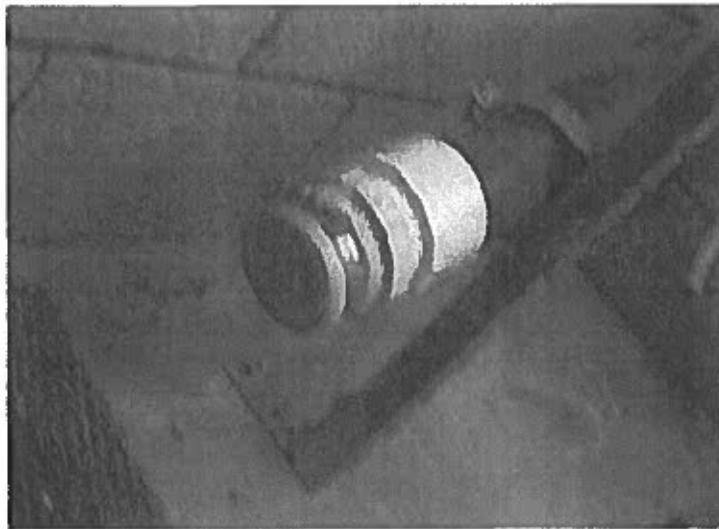
**Attachment ID: 1777**

Description: Overflow pipe at ST02 is not air gapped at ground surface or pond bottom, at terminus of the stormwater system. Outlet of this system must be fitted with flapper, duckbill, or other approved device, and an airgap at the pond.



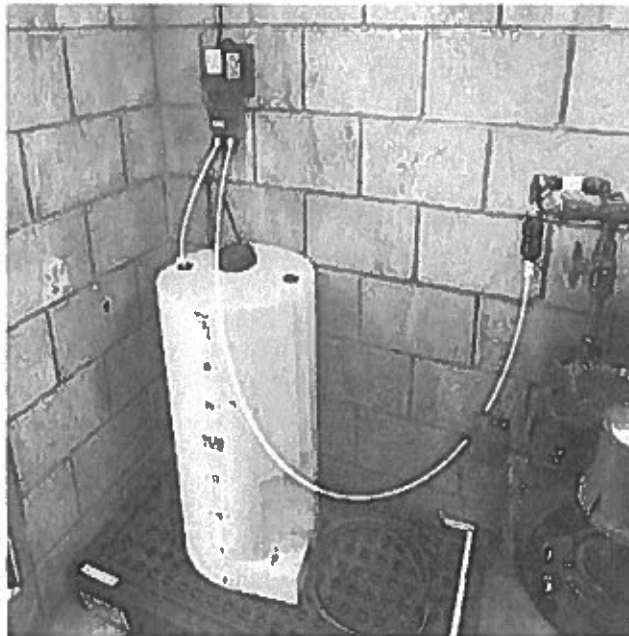
Attachment ID: 1781

Description: The well casing vent pipe on W09 is not adequately screened.



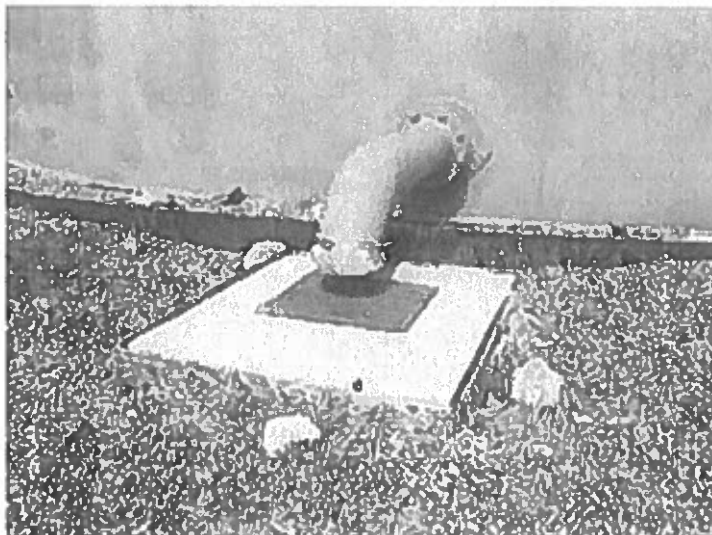
Attachment ID: 1782

Description: The discharge end of the pump-to-waste pipe at W09.



Attachment ID: 1784, 1788

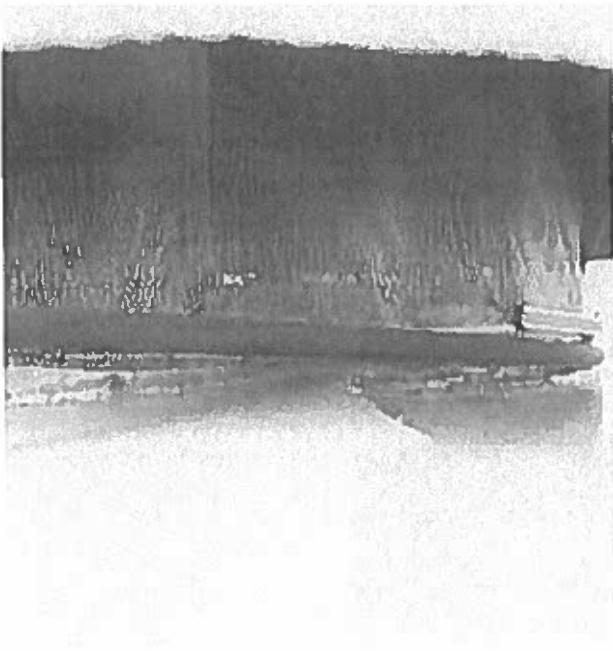
Description: [Click or tap here to enter text.](#) TP04 utilizes chlorine, and each chemical storage facility must be signed with contents identified.



Attachment ID: 1790

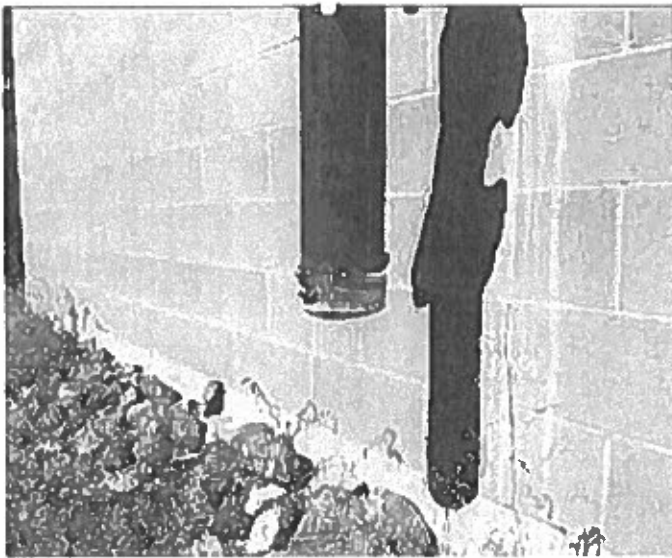
Description: The overflow pipe on the big green tank empties to a vault and pumps to waste to the south.

[Click or tap here to enter text.](#)



Attachment ID: 1792

Description: The vents on the big green tank are covered in mesh, but this material is showing signs of wear and needs to be replaced with 22-24/inch non-corrosive metal screen



Attachment ID: 1793

Description: At PF01, the terminus of the pump to waste line.



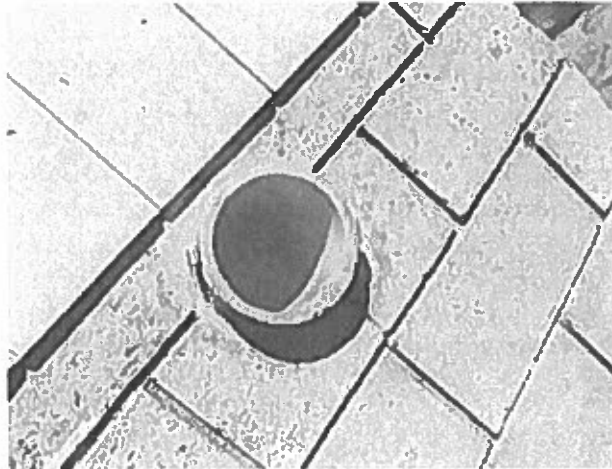
Attachment ID: 1794

Description: At PF01, Discharge pipe.



Attachment ID: 1796

Description: The well pad around W09, downstairs in the well house, is cracked.



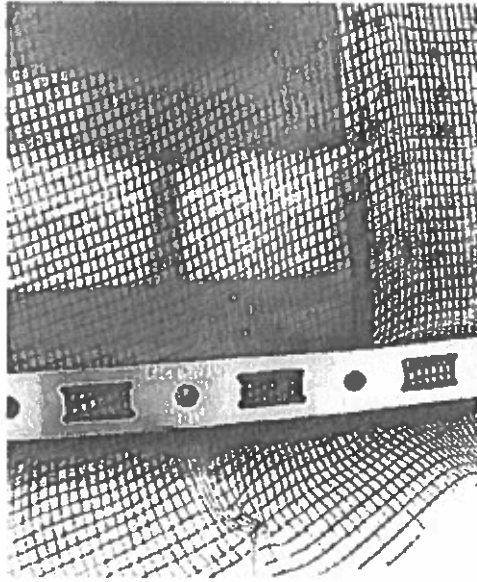
Attachment ID: 1797

Description: Pump to waste pipe terminus at W10.



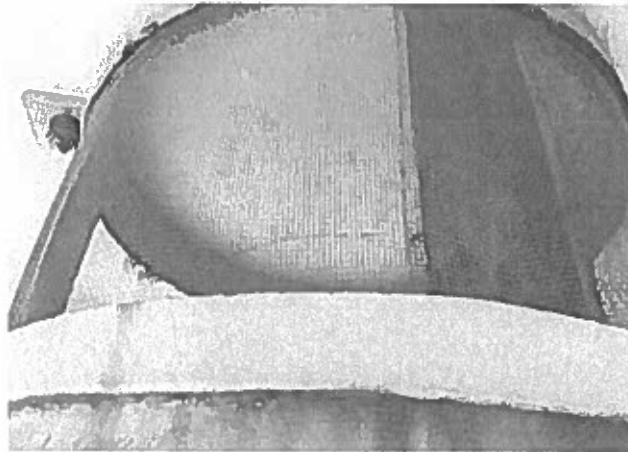
Attachment ID: 1798

Description: Jacks Valley Tank vents



Attachment ID: 1799

Description: Large mesh size on Jacks Valley Tank



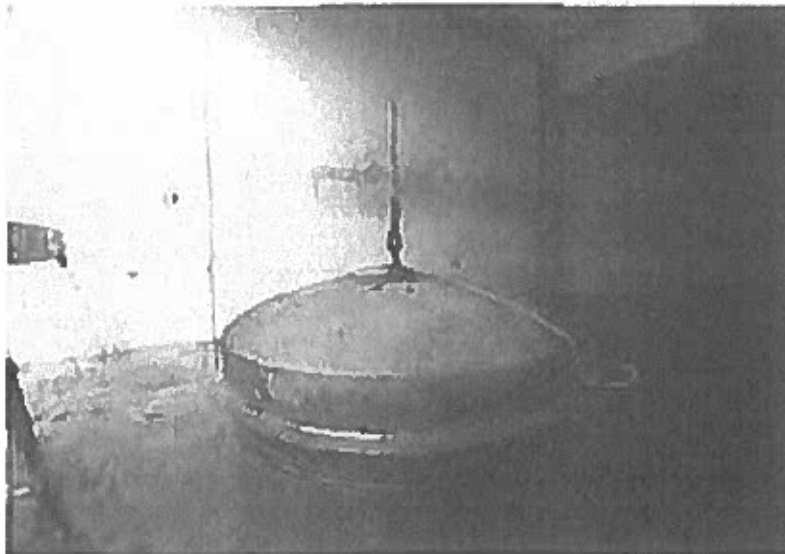
Attachment ID: 1800

Description: North Hobo Tank mesh screen on vent.



Attachment ID: 1801

Description: Internal roof of ST02. Photo from Inland Potable Services, Inc. 2022 Dive Report.



Attachment ID: 1802

Description: "The float was found in fair to poor condition with 1% uniform surface corrosion noted and the cables were not attached." -per Inland Potable Services, Inc. Interior Inspection Report (2022).



Bureau of Safe Drinking Water

Ground Water Rule—Significant Deficiency

What is the Ground Water Rule?

The Ground Water Rule was enacted in 2006 by the Environmental Protection Agency to improve drinking water quality and protect it from harmful microorganisms. To administer the rule, state officials inspect public water systems to check for deficiencies — issues with the system that might lead to contamination.

Whom does the rule apply to?

The Ground Water Rule applies to all public water systems that utilize ground water sources. Systems that use both ground water and surface water must also follow the rule, unless the deficiency is in a portion of the distribution system that is only served by surface water.

What is a significant deficiency?

Here's the definition from Nevada Administrative Code 445A.4665 (3):

A "significant deficiency" means any deficiency found at a public water system during a sanitary survey that is a violation of any provision of NAC 445A.450 to 445A.6731, inclusive, which may have the potential to cause a risk to public health. A significant deficiency includes, without limitation, unsanitary source conditions, treatment plant deficiencies, inadequate disinfectant contact time, cross connections, endangerment of sources, unsanitary storage and distribution of water, inadequate pressure, inadequate staff and any other deficiency of comparable significance.



Wells and springs are subject to the Ground Water Rule.

FAST FACTS

- ✓ The Ground Water Rule only applies to public water systems that use ground water
- ✓ A significant deficiency is a problem that may put the public at risk
- ✓ Significant deficiencies need to be fixed quickly to avoid violations

Learn more

Additional information on Ground Water Rule compliance can be found at:

<https://www.epa.gov/dwreginfo/ground-water-rule>

When may a significant deficiency be identified in my system?

Regulatory staff may identify significant deficiencies during routine sanitary surveys or at any other time (e.g. total coliform-positive follow-up, site inspection, customer complaint, etc.)

What do I do if my system has a significant deficiency?

Within 30 days of notification, consult with your regulating agency to determine the best way to fix the problem, unless they have already specified a corrective action.

Within 120 days of notification or by a date specified by your regulating agency, correct the deficiency or be in compliance with a state-approved corrective action plan.

Within 30 days of completing the corrective action, notify your regulating agency that you have corrected the significant deficiency. You will need to provide photographs and/ or any other requested documentation.

What happens if I fail to correct the significant deficiency?

1. Your system will receive a Treatment Technique violation requiring Tier 2 public notification — a notice to all consumers within 30 days.

Your system may need to issue special notices:

For community water system: If you have not corrected the significant deficiency by the time your next Consumer Confidence Report (CCR) is issued, you must notify the public with a **Special Notice in your next CCR** and repeat annually until the significant deficiency has been addressed.

For noncommunity water system: If you have not corrected the significant deficiency within 12 months, you must notify the public with a **Special Notice** and repeat annually until the significant deficiency has been addressed.

Sanitary Survey Response Form

In accordance with Nevada Administrative Code 445A.4665, "Any significant deficiency noted in a sanitary survey must be addressed in writing to the Division or to the appropriate district board of health and must include a proposed implementation plan and schedule for correction of the deficiency within 45 days after the receipt of the sanitary survey report by the public water system."

Please note that this form is intended to help water systems respond to sanitary survey findings, but use of the form is not required. Suppliers of water can provide responses using a different format if all the required information is included. Water systems may also request an electronic copy of this form. Please provide documentation of any corrective actions taken (i.e., monitoring plan submitted on 1/2/2020, mesh screen photo is attached, etc.)

System and Sanitary Survey Information	
System Name	INDIAN HILLS GID
PWS ID	NV0000355
Date of Sanitary Survey	October 4, 2023
Primary Inspector	Lynell Garfield
Public Water System Response	
Representative Name and Affiliation	
Representative Phone Number/Email	
Response Date	

Description of deficiency	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents) Yes/No?
WSF ID: ST06 Facility: HOBO SOUTH WATER TANK 188K Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air			



<p>gapped to daylight. NAC 445A.6708.3; 19</p> <p>Severity: SIG</p>			
<p>WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08</p> <p>Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19</p> <p>Severity: SIG</p>			
<p>WSF ID: ST01 Facility: BIG GREEN STORAGE TANK 420K</p> <p>Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19</p> <p>Severity: SIG</p>			

48

<p>WSF ID: W09 Facility: JVES NORTH WELL</p> <p>Issue: SRC WL Vent Pipe Height and Screen; The well casing must be equipped with a vent pipe with proper height, orientation, and screen. NAC 445A.6692; 2</p> <p>Severity: SIG</p>			
<p>WSF ID: Facility: MR Data Verification</p> <p>Issue: Total Coliform Site Sampling Plan; All systems must have and follow an approved site sample plan for Total Coliform Rule (TCR) monitoring. NAC 445A.4525 and 40 CFR 141.21(a) and 40 CFR 141.851 through 861 (Subpart Y); 12</p> <p>Severity: REC</p>			
<p>WSF ID: PF01 Facility: NORTH PARK BOOSTER STN SUNRIDGE</p> <p>Issue: General Issues; Other issues at pump facility.; 3</p> <p>Severity: REC</p>			
<p>WSF ID: ST04 Facility: RIDGEVIEW TANK 420K</p> <p>Issue: CW General Issues; Other issues or</p>			

<p>observations at finished water storage.; 4 Severity: REC</p>			
<p>WSF ID: W11 Facility: RIDGEVIEW WELL 5 Issue: SRC GE General Issues; Other issues at source.; 24 Severity: REC</p>			
<p>WSF ID: ST03 Facility: JACKS VALLEY TANK BLEND W09 & W10 Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23 Severity: MIN</p>			
<p>WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08 Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23 Severity: MIN</p>			
<p>WSF ID: ST01 Facility: BIG GREEN STORAGE TANK 420K</p>			

<p>Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23</p> <p>Severity: MIN</p>			
<p>WSF ID: ST04 Facility: RIDGEVIEW TANK 420K</p> <p>Issue: Water Level Indicator; Storage facilities must be equipped with telemetry or a visual water level indicator. NAC 445A.6708.7; 20</p> <p>Severity: MIN</p>			
<p>WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08</p> <p>Issue: Coatings Interior or Exterior; Metal surfaces of storage facilities must be protected with approved interior or exterior coatings. NAC 445A.67085; 13</p> <p>Severity: MIN</p>			
<p>WSF ID: ST04 Facility: RIDGEVIEW TANK 420K</p> <p>Issue: Base or Foundation Problems; The storage facility has problems with</p>			

<p>the base/foundation. NAC 445A.6708.1(b); 3</p> <p>Severity: MIN</p>			
<p>WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Containment and Wash down Measures; Proper safety measures for chemical application including containment, wash facilities and building construction must be in place at the treatment plant. NAC 445A.6681 and NAC 445A.66815; 25</p> <p>Severity: MIN</p>			
<p>WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24</p> <p>Severity: MIN</p>			
<p>WSF ID: TP03 Facility: NORTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be</p>			

<p>followed. NAC 445A.66805; 24</p> <p>Severity: MIN</p>			
<p>WSF ID: TP01 Facility: HOBO PUMP FACILITY CHLORINATOR</p> <p>Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24</p> <p>Severity: MIN</p>			
<p>WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Storage and Labeling; Chemicals used at the treatment plant must be properly stored and labeled. NAC 445A.66805; 23</p> <p>Severity: MIN</p>			
<p>WSF ID: TP03 Facility: NORTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Storage and Labeling; Chemicals used at the treatment plant must be properly stored and labeled. NAC 445A.66805; 23</p> <p>Severity: MIN</p>			

<p>WSF ID: W09 Facility: JVES NORTH WELL</p> <p>Issue: SRC WL Blow off Pipe Flapper, Screens, Orientation, Airgaps; Well discharge pipes and other appurtenances must be properly screened, oriented, and air gapped. NAC 445A.66925; 12</p> <p>Severity: MIN</p>			
<p>WSF ID: W09 Facility: JVES NORTH WELL</p> <p>Issue: SRC WL Concrete Pad; A properly sized, constructed, and in good condition concrete pad must be equipped for the well. NAC 445A.66915; 8</p> <p>Severity: MIN</p>			
<p>WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08</p> <p>Issue: Water Level Indicator; Storage facilities must be equipped with telemetry or a visual water level indicator. NAC 445A.6708.7; 20</p> <p>Severity: MIN</p>			
<p>WSF ID: ST06 Facility: HOBO SOUTH WATER TANK 188K</p>			

<p>Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23</p> <p>Severity: MIN</p>			
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Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

12/22/23

Lynell Garfield, M.S.
NDEP – Bureau of Safe Drinking Water
901 S. Stewart St. Suite 4001
Carson City, Nevada 89701

Subject: Indian Hills GID – Sanitary Survey Inspection Report

Dear Ms. Garfield:

On November 17th, 2023 Indian Hills GID received a Sanitary Survey Inspection Report from Nevada Division of Environmental Protection (NDEP) – Bureau of Safe Drinking Water. This letter provides the required responses, including correction items, timeframes, and documentation photos to the items identified in that report.

If you have any questions, please do not hesitate to contact me at 775.827.6111.

Sincerely,

A handwritten signature in black ink that reads 'Collin Sturge'.

Collin Sturge, P.E.
Indian Hills GID District Engineer

CC:

Chris Johnson, Indian Hills GID General Manager
Matt Bell, Indian Hills GID Lead Water Operator

Sanitary Survey Response Form

In accordance with Nevada Administrative Code 445A.4665, "Any significant deficiency noted in a sanitary survey must be addressed in writing to the Division or to the appropriate district board of health and must include a proposed implementation plan and schedule for correction of the deficiency within 45 days after the receipt of the sanitary survey report by the public water system."

Please note that this form is intended to help water systems respond to sanitary survey findings, but use of the form is not required. Suppliers of water can provide responses using a different format if all the required information is included. Water systems may also request an electronic copy of this form. Please provide documentation of any corrective actions taken (i.e., monitoring plan submitted on 1/2/2020, mesh screen photo is attached, etc.)

System and Sanitary Survey Information	
System Name	INDIAN HILLS GID
PWS ID	NV0000355
Date of Sanitary Survey	October 4, 2023
Primary Inspector	Lynell Garfield
Public Water System Response	
Representative Name and Affiliation	Collin Sturge, P.E. – IHGID District Engineer
Representative Phone Number/Email	(775) 883-7077; csturge@lumosinc.com
Response Date	12/22/23

Description of deficiency	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents) Yes/No?
<p>WSF ID: ST06 Facility: HOBO SOUTH WATER TANK 188K Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air</p>	<p>Indian Hills GID plans to cut the existing overflow pipe and install a proper air gap assembly (Zurn-Wilkins OAE, as discussed in meeting with NDEP on 12/14/23) per NAC 445A.6708.3. Lumos and Indian Hills GID will submit documentation when the work is complete.</p>	<p>Will be complete by 3/16/24.</p>	<p><u>No. Will provide when completed.</u></p>



<p>gapped to daylight. NAC 445A.6708.3; 19</p> <p>Severity: SIG</p>			
<p>WSF ID: ST02 Facility: HOB0 NORTH TANK 188K BLD W07 & W08</p> <p>Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19</p> <p>Severity: SIG</p>	<p>Indian Hills GID plan to cut the existing overflow pipe and install a proper air gap assembly (Zurn-Wilkins OAE, as discussed in meeting with NDEP on 12/14/23) per NAC 445A.6708.3. Lumos and Indian Hills GID will submit documentation when the work is complete.</p>	<p>Will be complete by 3/16/24.</p>	<p><u>No. Will provide when completed.</u></p>
<p>WSF ID: ST01 Facility: BIG GREEN STORAGE TANK 420K</p> <p>Issue: Overflow Pipe; Storage facility's overflow pipe must be adequately sized, the terminus must be screened or equipped with a flapper valve, must have a splash plate or other erosion prevention measures, and the terminus must be air gapped to daylight. NAC 445A.6708.3; 19</p> <p>Severity: SIG</p>	<p>(Collin Sturge, P.E. – IHGID District Engineer) on behalf of Indian Hills GID, is requesting an exemption to the 2X pipe diameter air gap requirement (defined in NAC 445A.6708) in this case. Due to the existing elevation of overflow pipe and it's relation to existing grade (see the attached photo), there is no ability to meet the 2X pipe diameter requirement. This exemption is requested in compliance with NAC 445A.6665 – Special Exceptions to Provisions.</p>	<p>Exemption Requested.</p>	<p><u>Yes. Attachment 1.</u></p>

<p>WSF ID: W09 Facility: JVES NORTH WELL Issue: SRC WL Vent Pipe Height and Screen; The well casing must be equipped with a vent pipe with proper height, orientation, and screen. NAC 445A.6692; 2 Severity: SIG</p>	<p>The comment on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, indicated that the vent pipe does not have an adequate screen (22-24 mesh / inch, non-corrosive vent screen). However, this vent pipe does appear to be adequately screened with 24 mesh screen per NAC 445A.6692;2. Please see the attached photo.</p>	<p>Already addressed (prior to 11/17/23 report)</p>	<p><u>Yes. Attachment 2.</u></p>
<p>WSF ID: PF01 Facility: NORTH PARK BOOSTER STN SUNRIDGE Issue: General Issues; Other issues at pump facility.; 3 Severity: REC</p>	<p>The comment on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, indicated that the pump discharge pipe does not have an adequate screen (22-24 mesh / inch, non-corrosive vent screen). Proper screen will be installed in accordance with NAC.</p>	<p>Will be completed by 3/16/24.</p>	<p><u>No. Photo will be provided when complete.</u></p>
<p>WSF ID: ST04 Facility: RIDGEVIEW TANK 420K Issue: CW General Issues; Other issues or observations at finished water storage.; 4 Severity: REC</p>	<p>The comment on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, indicated that the tank air vacuum valve terminus does not have an adequate screen (22-24 mesh / inch, non-corrosive vent screen). However, this tank air vacuum valve terminus does appear to be adequately screened with 24 mesh screen per NAC 445A.6692;2. Please see the dive report of Ridgeview Tank for documentation of the screen.</p>	<p>Already addressed (prior to 11/17/23 report)</p>	<p><u>No. Dive Report has documentation.</u></p>
<p>WSF ID: W11 Facility: RIDGEVIEW WELL 5 Issue: SRC GE General Issues; Other issues at source.; 24 Severity: REC</p>	<p>Lumos & Indian Hills GID will submit a water project application with a flow diagram, product data sheet and O&M manual to the Engineering branch for review and approval.</p>	<p>Will be complete by 3/16/24.</p>	<p><u>N/A</u></p>

<p>WSF ID: ST03 Facility: JACKS VALLEY TANK BLEND W09 & W10 Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23 Severity: MIN</p>	<p>The comment on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, indicated that the tank vent pipe does not have an adequate screen (22-24 mesh / inch, non-corrosive vent screen). However, this tank vent pipe does appear to be adequately screened with 24 mesh screen per NAC 445A.6692;2. Please see the attached photo.</p>	<p>Already addressed (prior to 11/17/23 report)</p>	<p><u>Yes.</u> <u>Attachment 3.</u></p>
<p>WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08 Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23 Severity: MIN</p>	<p>As discussed in meeting with NDEP on 12/14/23, Lumos & IHGID will be rehabilitating the HOBO North Tank in the 2024/2025 fiscal year. Lumos & IHGID will prepare a design and submit for a water project with NDEP prior to the start of the next fiscal year (to prepare for anticipated construction start in August, 2024). Lumos & IHGID are requesting an extension for correction of the North HOBO tank items noted on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, to be corrected by the end of 2024.</p>	<p>Will be completed by 12/31/24.</p>	<p><u>No. Will be included when project is complete.</u></p>
<p>WSF ID: ST01 Facility: BIG GREEN STORAGE TANK 420K Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23 Severity: MIN</p>	<p>Indian Hills GID has installed a new 24 mesh/inch screen (after the inspection) on the vent pipe, in compliance with NAC 445A.6708.4.</p>	<p>Complete.</p>	<p><u>Yes.</u> <u>Attachment 4.</u></p>
<p>WSF ID: ST04 Facility: RIDGEVIEW TANK 420K</p>	<p>Indian Hills GID is working to install the float level back in the tank. However, the tank has working telemetry,</p>	<p>Complete.</p>	<p><u>No.</u></p>

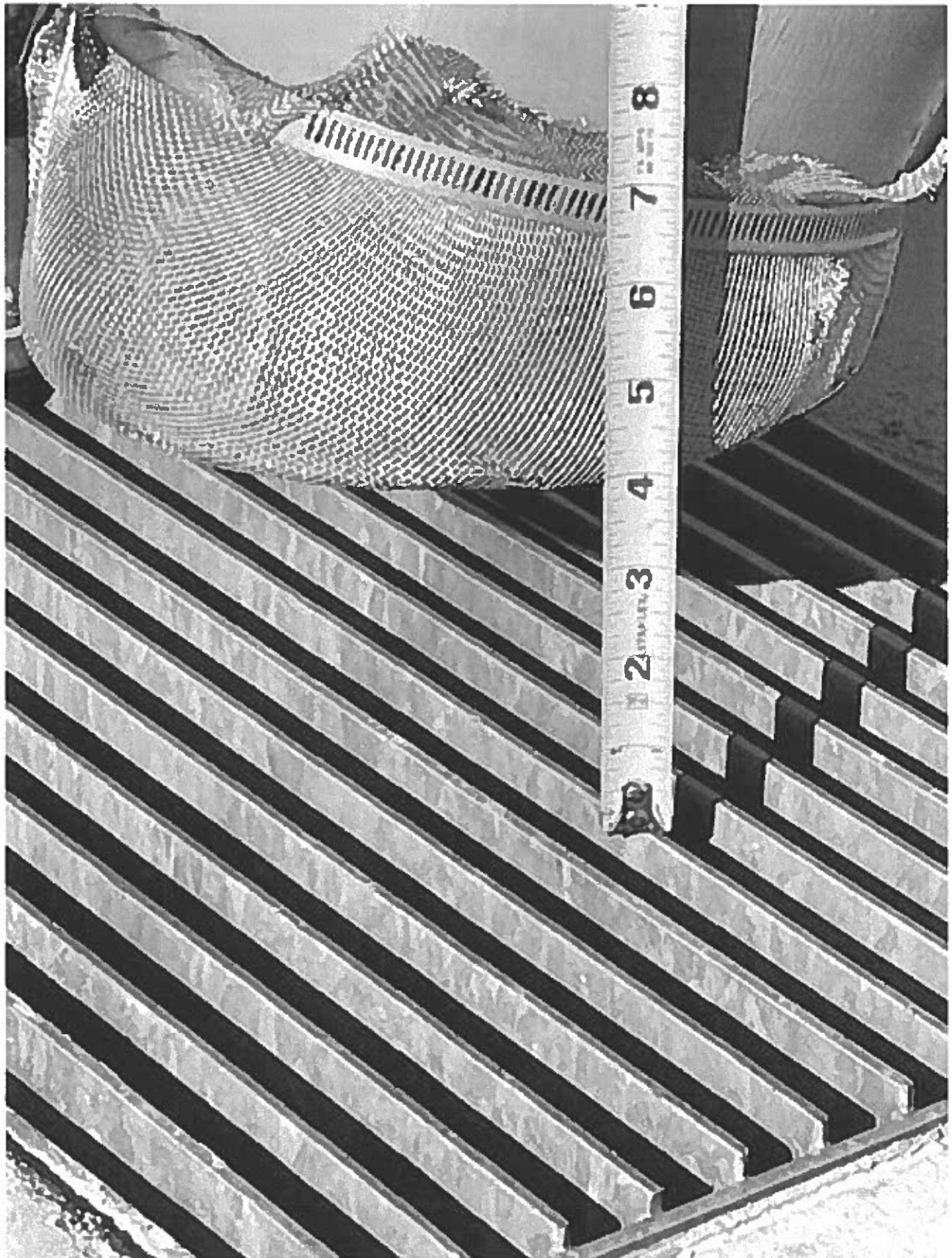
<p>Issue: Water Level Indicator; Storage facilities must be equipped with telemetry or a visual water level indicator. NAC 445A.6708.7; 20</p> <p>Severity: MIN</p>	<p>which is a sufficient means of tank level measurement per NAC 445A.6708</p>		
<p>WSF ID: ST02 Facility: HOB0 NORTH TANK 188K BLD W07 & W08</p> <p>Issue: Coatings Interior or Exterior; Metal surfaces of storage facilities must be protected with approved interior or exterior coatings. NAC 445A.67085; 13</p> <p>Severity: MIN</p>	<p>As discussed in meeting with NDEP on 12/14/23, Lumos & IHGID will be rehabilitating the HOB0 North Tank in the 2024/2025 fiscal year. Lumos & IHGID will prepare a design and submit for a water project with NDEP prior to the start of the next fiscal year (to prepare for anticipated construction start in August, 2024). Lumos & IHGID are requesting an extension for correction of the North HOB0 tank items noted on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, to be corrected by the end of 2024.</p>	<p>Will be completed by 12/31/24.</p>	<p><u>No. Will be included when project is complete.</u></p>
<p>WSF ID: ST04 Facility: RIDGEVIEW TANK 420K</p> <p>Issue: Base or Foundation Problems; The storage facility has problems with the base/foundation. NAC 445A.6708.1(b); 3</p> <p>Severity: MIN</p>	<p>The comment on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, indicated that the site around the tank is overgrown with weeds. Indian Hills GID has removed weeds around the site.</p>	<p>Complete.</p>	<p><u>Yes. Attachment 5.</u></p>
<p>WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Containment and Wash down Measures; Proper safety measures for chemical application</p>	<p>Indian Hills GID has installed the correct label on the chlorine storage tank, in compliance with NAC 445A.6681 and NAC 445A.66815.</p>	<p>Complete.</p>	<p><u>Yes. Attachment 6.</u></p>

<p>including containment, wash facilities and building construction must be in place at the treatment plant. NAC 445A.6681 and NAC 445A.66815; 25</p> <p>Severity: MIN</p>			
<p>WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24</p> <p>Severity: MIN</p>	<p>Indian Hills GID has installed the correct Safety Data Sheets (SDS), in compliance with NAC 445A.66805.</p>	<p>Complete.</p>	<p><u>Yes.</u> <u>Attachment 7.</u></p>
<p>WSF ID: TP03 Facility: NORTH SCHOOL WELL CHLORINATOR</p> <p>Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be followed. NAC 445A.66805; 24</p> <p>Severity: MIN</p>	<p>Indian Hills GID has installed the correct label on the chlorine storage tank, in compliance with NAC 445A.6681 and NAC 445A.66815. Safety Data Sheets (SDS), are in the room in compliance with NAC 445A.66805.</p>	<p>Complete.</p>	<p><u>Yes.</u> <u>Attachment 8.</u></p>
<p>WSF ID: TP01 Facility: HOBO PUMP FACILITY CHLORINATOR</p> <p>Issue: Chemical Handling Procedures; Proper safety procedures for handling chemicals at the treatment plant must be</p>	<p>Indian Hills GID has installed the correct Safety Data Sheets (SDS), in compliance with NAC 445A.66805.</p>	<p>Complete.</p>	<p><u>Yes.</u> <u>Attachment 9.</u></p>

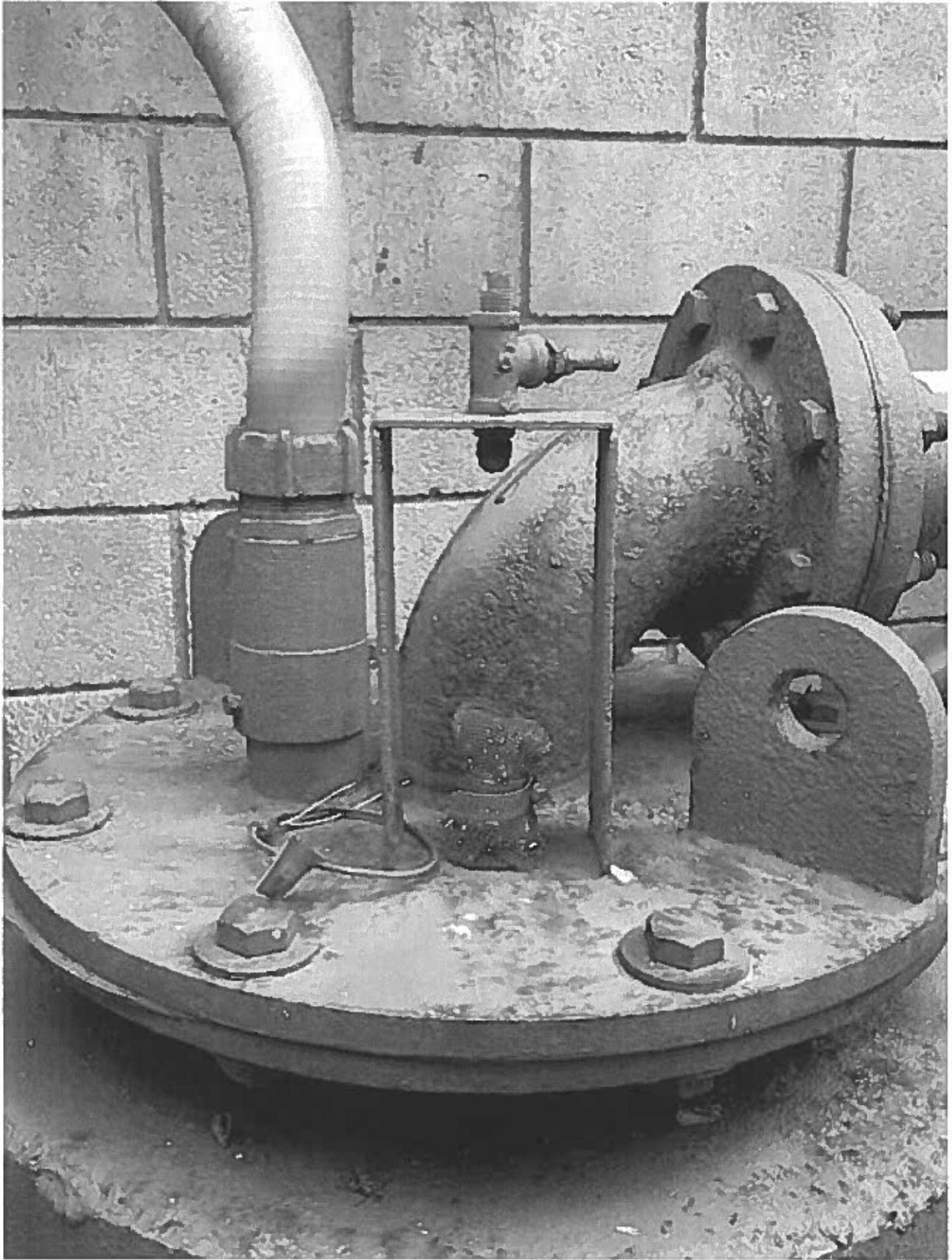
followed. NAC 445A.66805; 24 Severity: MIN			
WSF ID: TP04 Facility: SOUTH SCHOOL WELL CHLORINATOR Issue: Chemical Storage and Labeling; Chemicals used at the treatment plant must be properly stored and labeled. NAC 445A.66805; 23 Severity: MIN	The room with stored chemicals is labeled with proper placards and identification per NAC 445A.66805.	Complete.	<u>Yes.</u> <u>Attachment 10.</u>
WSF ID: TP03 Facility: NORTH SCHOOL WELL CHLORINATOR Issue: Chemical Storage and Labeling; Chemicals used at the treatment plant must be properly stored and labeled. NAC 445A.66805; 23 Severity: MIN	The room with stored chemicals is labeled with proper placards and identification per NAC 445A.66805.	Complete.	<u>Yes.</u> <u>Attachment 11.</u>
WSF ID: W09 Facility: JVES NORTH WELL Issue: SRC WL Blow off Pipe Flapper, Screens, Orientation, Airgaps; Well discharge pipes and other appurtenances must be properly screened, oriented, and air gapped. NAC 445A.66925; 12 Severity: MIN	Discharge end of the pump-to-waste pipe is adequately protected with 24 mesh screen, in compliance with NAC 445A.66925.	Complete.	<u>Yes.</u> <u>Attachment 12.</u>

<p>WSF ID: W09 Facility: JVES NORTH WELL Issue: SRC WL Concrete Pad; A properly sized, constructed, and in good condition concrete pad must be equipped for the well. NAC 445A.66915; 8 Severity: MIN</p>	<p>Indian Hills GID has installed a water-tight sealant in the cracks of the concrete.</p>	<p>Complete.</p>	<p><u>Yes.</u> <u>Attachment 13.</u></p>
<p>WSF ID: ST02 Facility: HOBO NORTH TANK 188K BLD W07 & W08 Issue: Water Level Indicator; Storage facilities must be equipped with telemetry or a visual water level indicator. NAC 445A.6708.7; 20 Severity: MIN</p>	<p>As discussed in meeting with NDEP on 12/14/23, Lumos & IHGID will be rehabilitating the HOBO North Tank in the 2024/2025 fiscal year. Lumos & IHGID will prepare a design and submit for a water project with NDEP prior to the start of the next fiscal year (to prepare for anticipated construction start in August, 2024). Lumos & IHGID are requesting an extension for correction of the North HOBO tank items noted on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, to be corrected by the end of 2024.</p>	<p>Will be completed by 12/31/24.</p>	<p><u>No. Will be included when project is complete.</u></p>
<p>WSF ID: ST06 Facility: HOBO SOUTH WATER TANK 188K Issue: Vent to Standards; Storage facilities must use a properly sized vent and the vent screen must be present in working condition. NAC 445A.6708.4; 23 Severity: MIN</p>	<p>The comment on NDEP's Sanitary Survey Inspection Report, dated 11/17/23, indicated that the tank vent pipe does not have an adequate screen (22-24 mesh / inch, non-corrosive vent screen). However, this tank vent pipe does appear to be adequately screened with 24 mesh screen per NAC 445A.6692;2. Please see the attached photo.</p>	<p>Already addressed (prior to 11/17/23 report)</p>	<p><u>Yes.</u> <u>Attachment 14.</u></p>

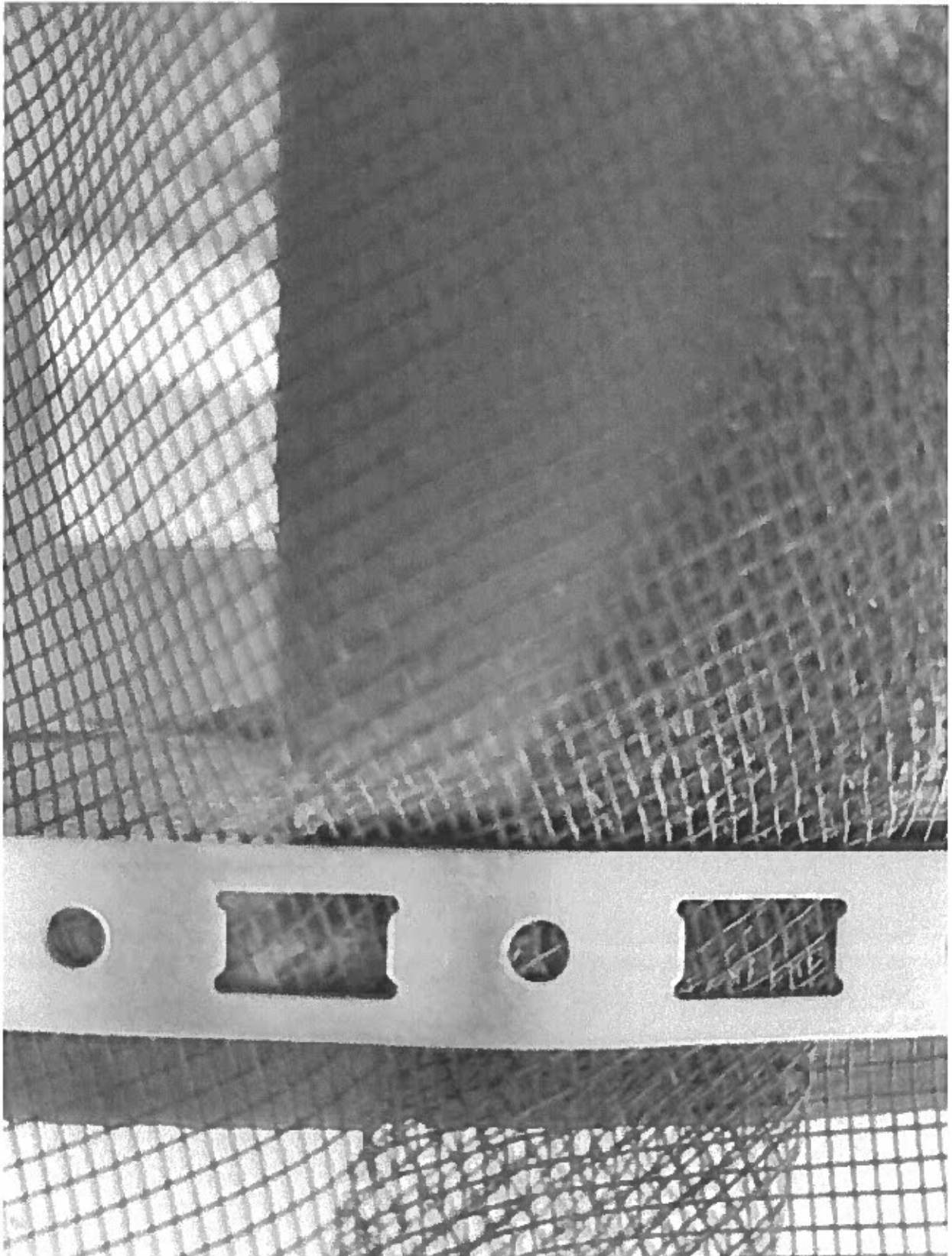
ATTACHMENT 1 - BIG GREEN STORAGE TANK 420K



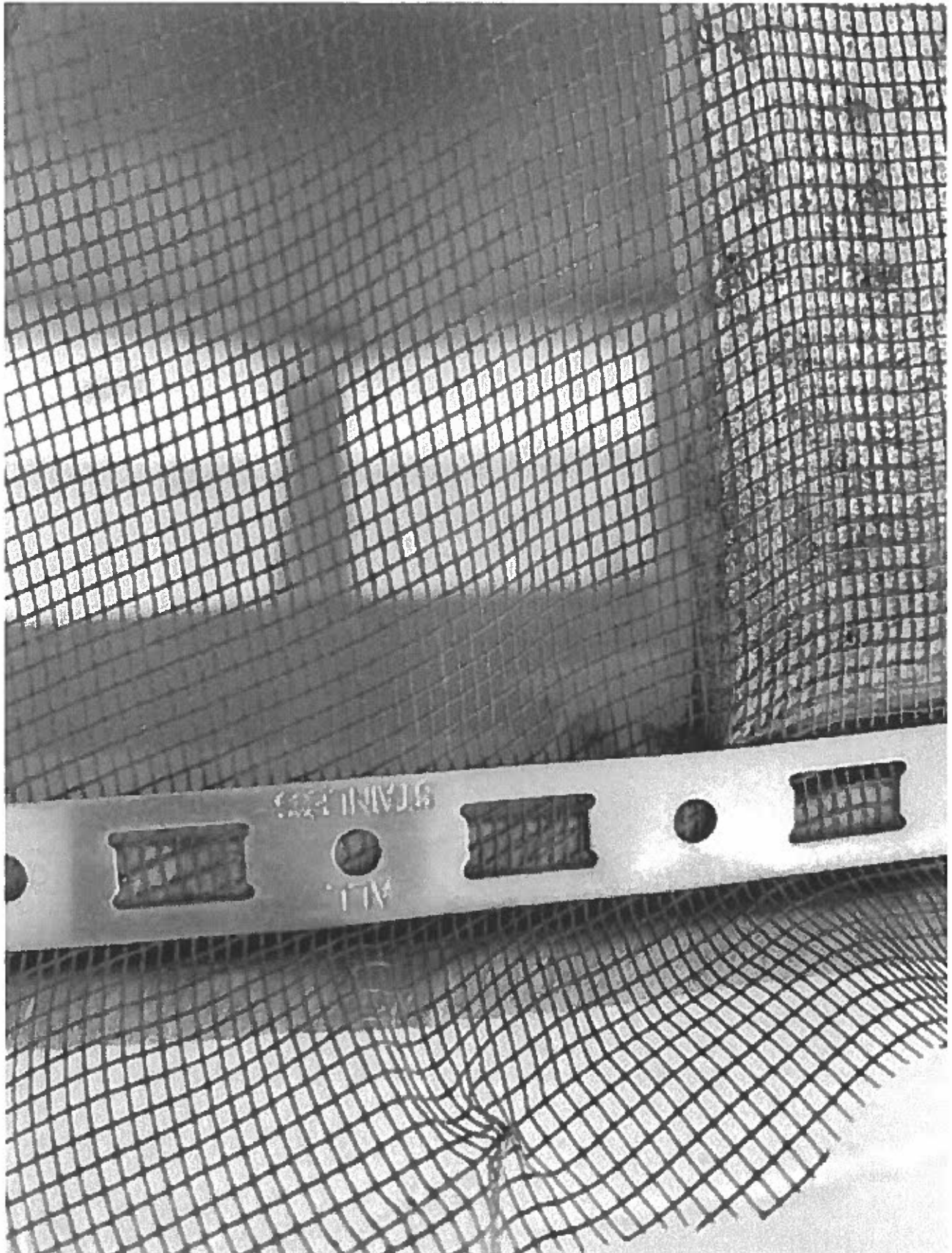
ATTACHMENT 2 - JVES NORTH WELL



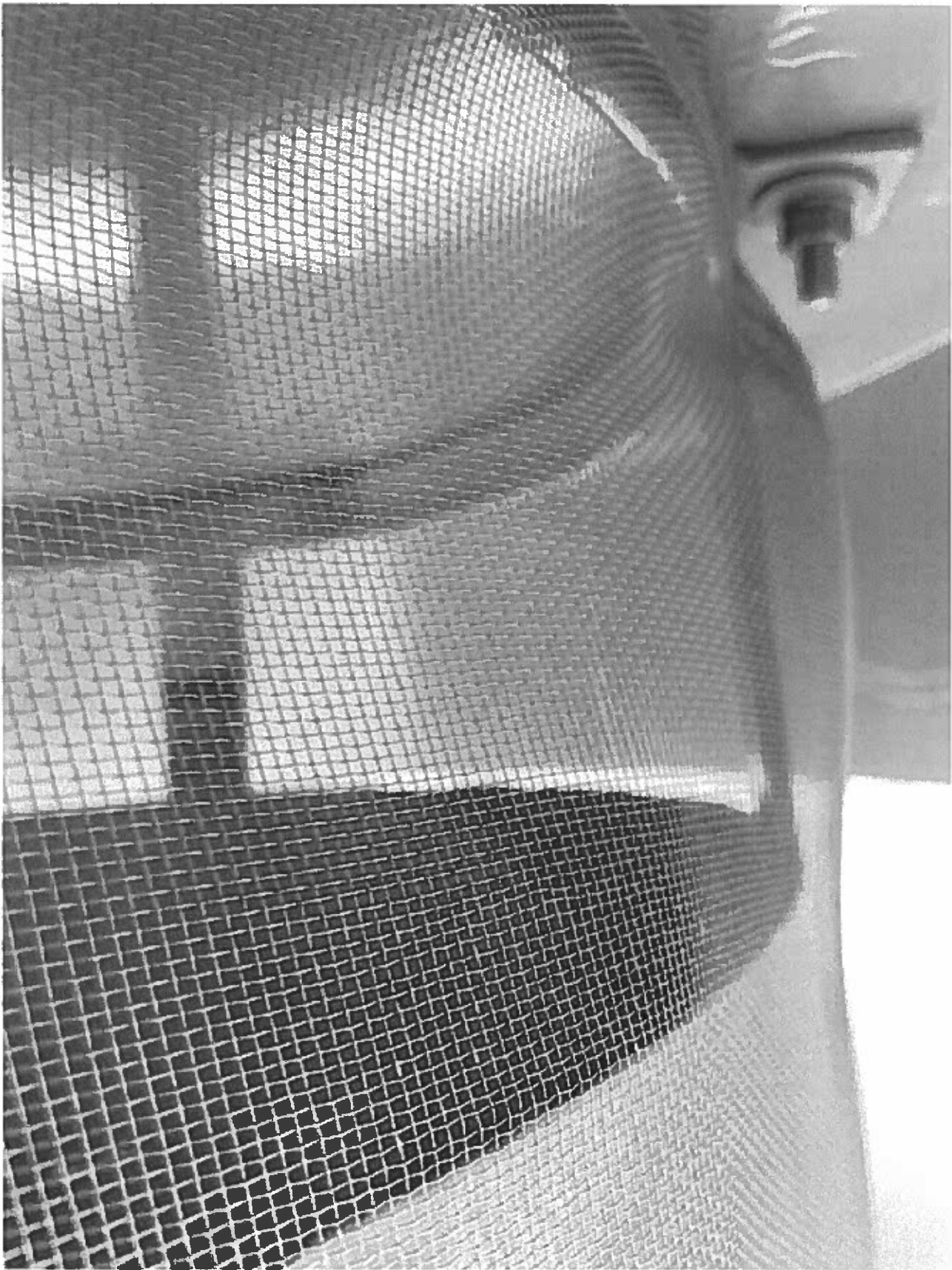
ATTACHMENT 3 - JACKS VALLEY TANK
BLEND W09 & W10



ATTACHMENT 3 - JACKS VALLEY TANK
BLEND W09 & W10 CONT'D



ATTACHMENT 4 - BIG GREEN STORAGE
TANK 420K



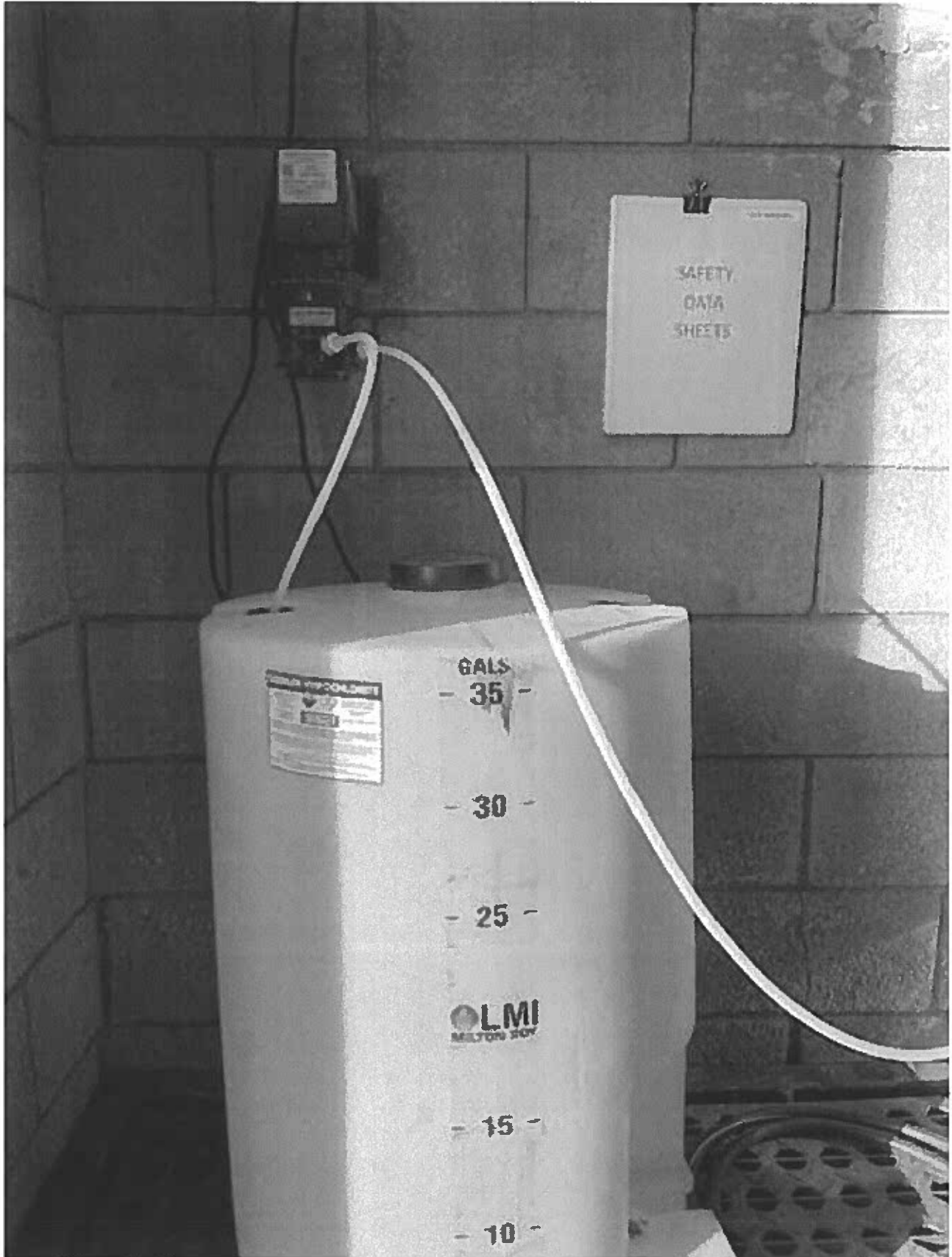
ATTACHMENT 5 - RIDGEVIEW TANK 420K



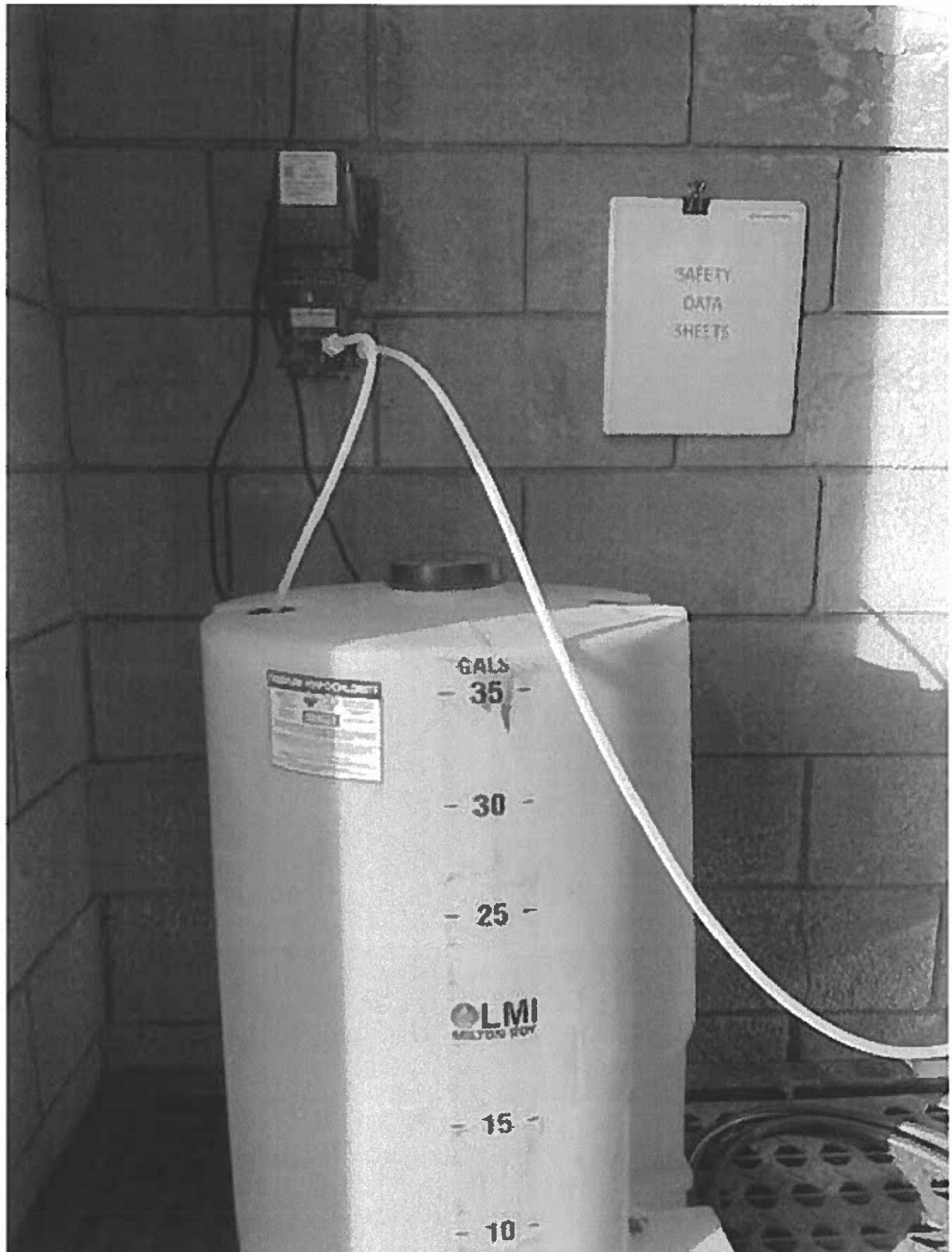
ATTACHMENT 5 - RIDGEVIEW TANK 420K
CONT'D



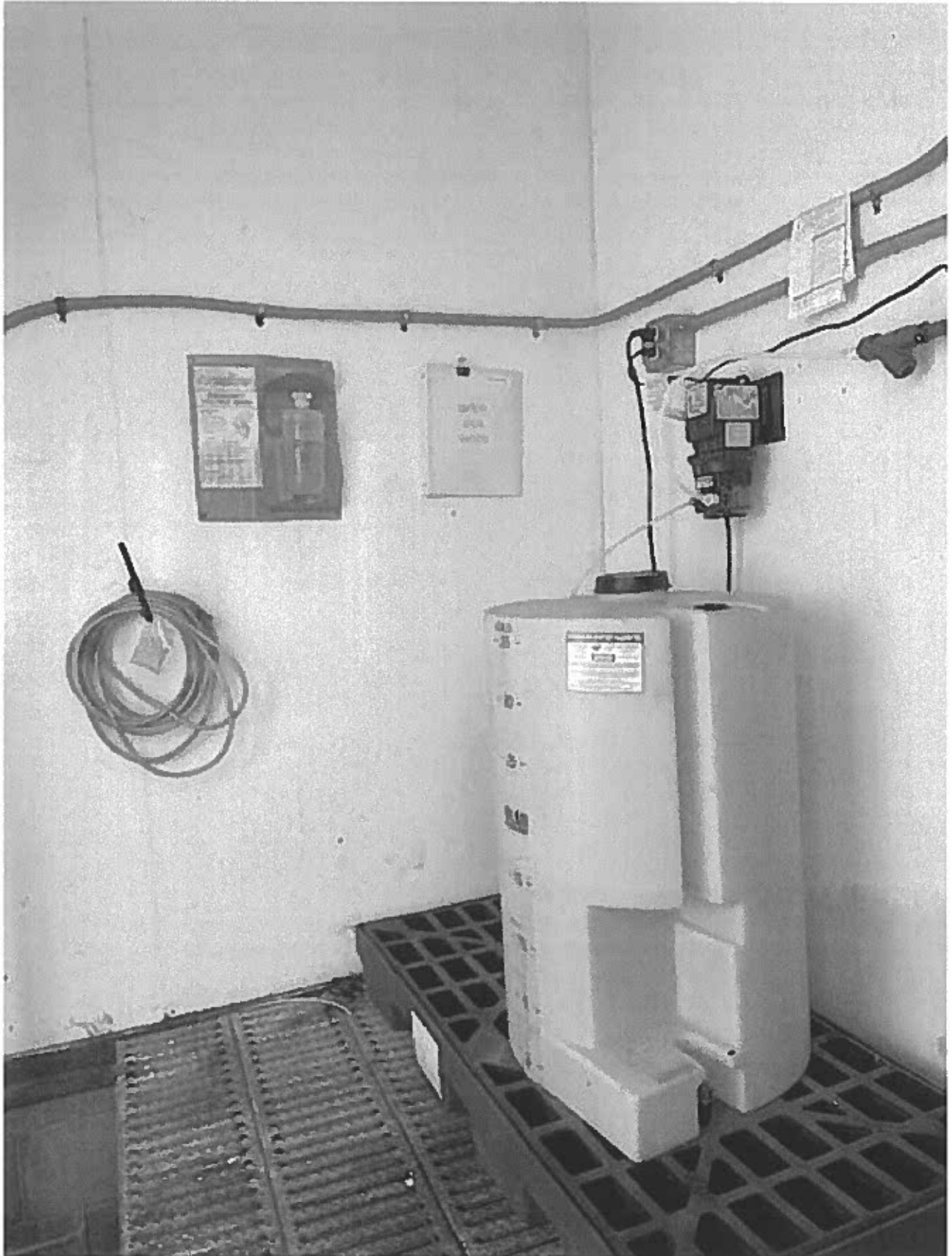
ATTACHMENT 6 - SOUTH SCHOOL WELL CHLORINATOR



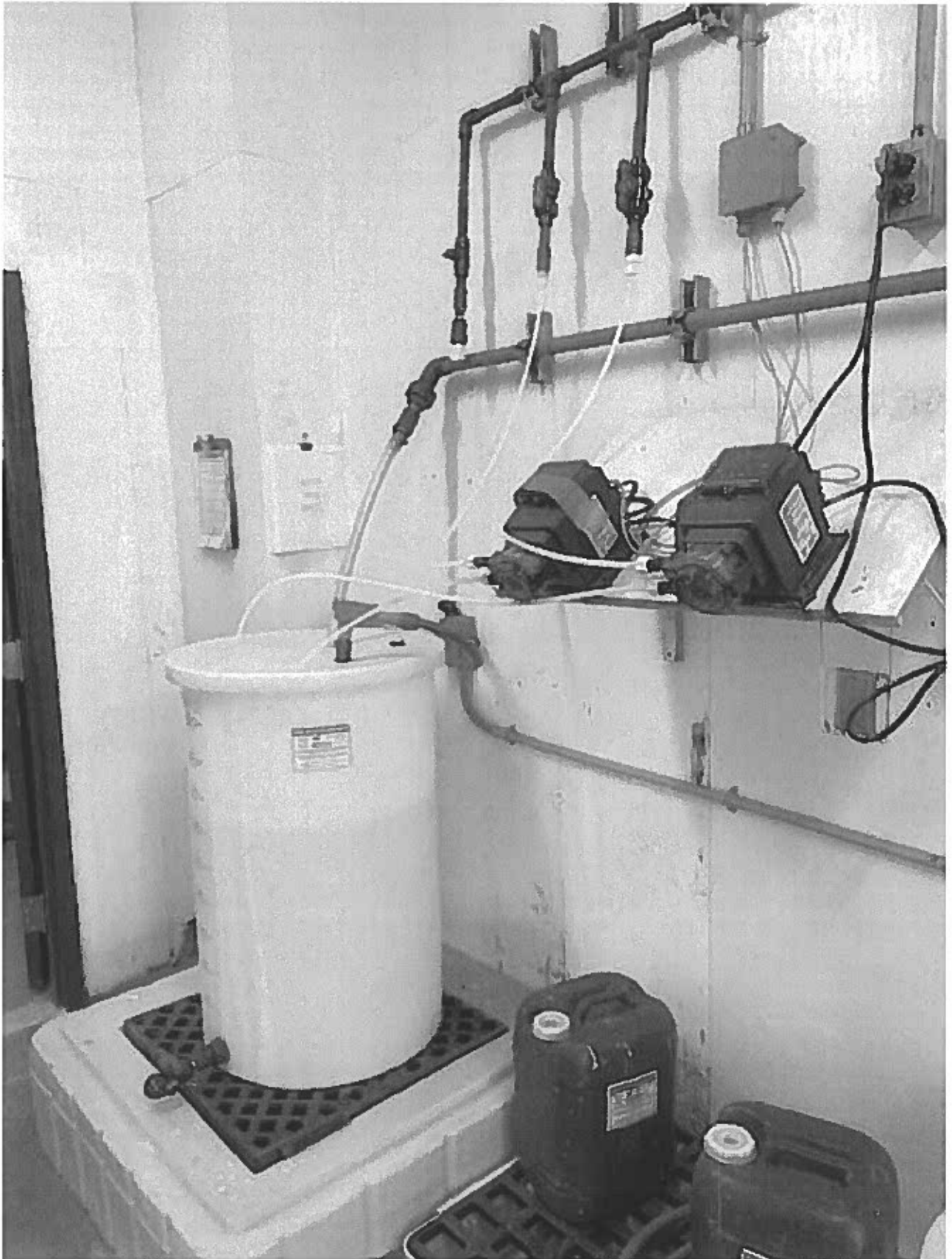
ATTACHMENT 7 - SOUTH SCHOOL WELL CHLORINATOR



ATTACHMENT 8 - NORTH SCHOOL WELL CHLORINATOR



ATTACHMENT 9 - HOBO PUMP FACILITY CHLORINATOR



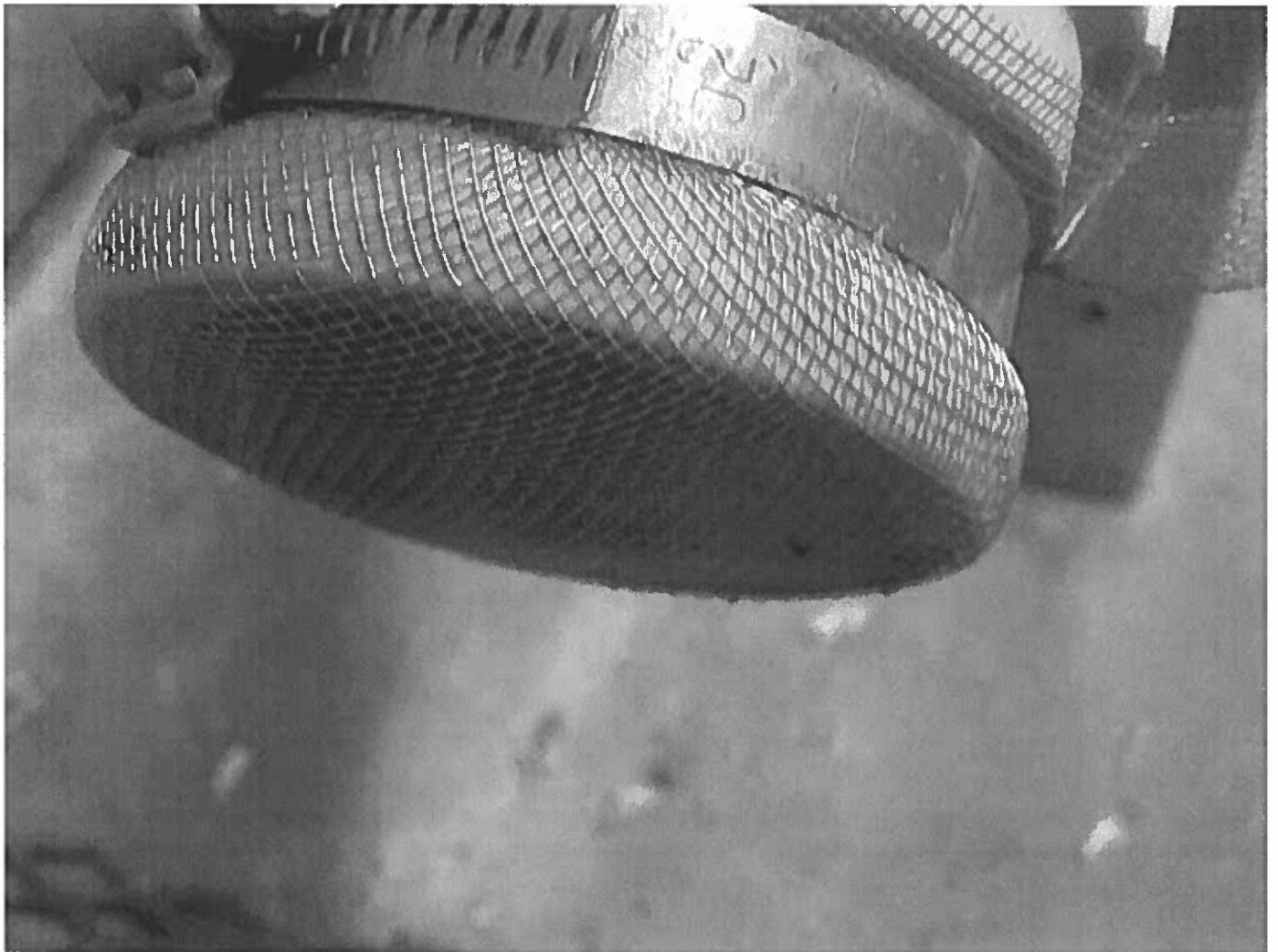
ATTACHMENT 10 - SOUTH SCHOOL
WELL CHLORINATOR



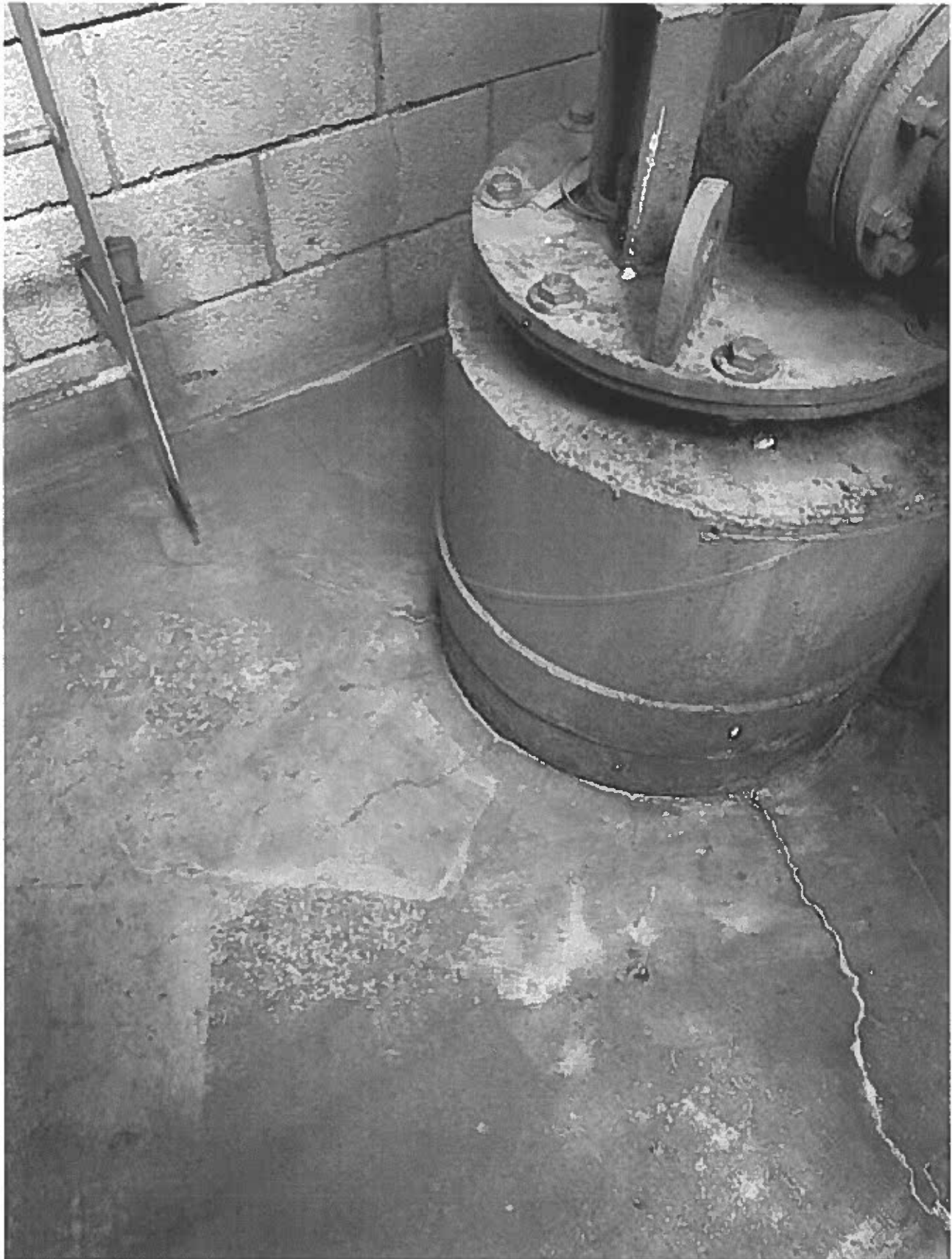
ATTACHMENT 11 - NORTH SCHOOL WELL CHLORINATOR



ATTACHMENT 12 - JVES NORTH WELL



ATTACHMENT 13 - JVES NORTH WELL



ATTACHMENT 14 - HOBO SOUTH WATER TANK



AGENDA ITEM 6d.

Reports to the Board:

d. Attorney Report

AGENDA ITEM 7.

Discussion and possible action to approve a proposal from Lumos and Associates in the amount of \$12,250 for engineering and related services for the North Hobo Tank Painting Project. (District Engineer, Collin Sturge)



Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

January 8, 2024

LA23.A53

Chris Johnson, District Manager
Indian Hills General Improvement District
3394 James Lee Park Road #A
Carson City, NV 89705

Re: Proposal for Professional Services – Hobo North Tank Painting, Carson City, NV

Dear Chris:

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering and related services for the Hobo North Tank Painting Project.

Project Understanding

On November 17th, 2023 the Nevada Division of Environmental Protection (NDEP) provided a sanitary survey of the Indian Hills GID (IHGID) water system to IHGID and Lumos. IHGID and Lumos then worked together to provide responses to the survey, in compliance with NDEP’s requirements. The survey, along with IHGID and Lumos responses to the survey, are attached at the back of this proposal for reference.

Please note: All items identified in the survey have or will be corrected by IHGID staff, other than rehabilitation of the Hobo North Tank, which will need a formal submittal to NDEP’s Bureau of Safe Drinking Water (BSDW) for a water project permit. As identified by items #4 (page 4), #0 (page 6), #15 (page 9), and #18 (page 10) of NDEP’s survey, there are deficiencies with the existing Hobo North Tank, including air gap requirements on overflow piping, deteriorating interior and exterior coating systems throughout, and a deteriorating float system.

The proposed project includes the complete interior and exterior cleaning/blasting/painting of the 188,000 gallon Hobo North Water Tank, along with correction of appurtenances on the tank as required to correct the issues noted above.

We propose the following tasks to assist you with your project:

Project Scope

Task 1 – Contract Documents & Tank Repainting Specifications

Lumos will prepare the Contract Documents including invitation to bidders, instructions to bidders, proposal form, contract documents, bonding, conditions, and technical specifications for the repainting of the existing Hobo North water tank (both interior and exterior). We do not anticipate that drawings will be required.

Task 2 – Permitting

Lumos will permit the repainting of the tank through the NDEP's BSDW. This Task includes preparation of an application, exhibit, fire flow letter from the local fire authority, and other required coordination needed to receive a permit to rehabilitate the tank.

Task 3 – Bidding

Lumos will advertise the project, address contractor comments, issue addendums, attend the bid opening, review the bids, issue the bid tabulation, and make a recommendation of the lowest responsive bidder. This task does not include re-advertising the bids, or research and investigation in the event of a bidders protest.

Task 4 – Construction Administration

Lumos and Associates will:

- Provide responses to submitted Requests for Information (RFIs).
- Respond to questions.
- Issue clarification documents as required.
- Review submittals.
- Provide recommendations for change order requests.
- Attend one (1) pre-construction meeting in person.
- Attend one (1) on site field visits during construction.
- Perform one (1) punch-list inspection and one (1) follow-up inspection.

Task 5 – Construction Observation

It is assumed that IHGID does not wish to have project full time inspection for the duration of the project to reduce costs. Therefore Lumos proposes the following observation for each tank:

- Observe inside/outside of tank after blasting operations are complete, prior to painting.
- Observe holiday testing on the inside/outside of the tank to verify systems have been installed in accordance with the required mil thicknesses.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- IHGID will pay for all application fees, if any.
- It is assumed that East Fork Fire Protection District (EFFPD) will provide a letter certifying that the Hobo North Tank can be brought offline.
- It is assumed that there are no restrictions on construction schedule, as the Hobo South Tank can supply water while the Hobo North Tank is down for rehabilitation.
- No welding inspections are included as no welding is anticipated. Welding inspections will be required to be performed by the contractor in the event they are required.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Contract Documents and Tank Specifications	\$3,500
Task 2	Permitting	\$1,250
Task 3	Bidding	\$2,000
Task 4	Construction Assistance	\$2,750
Total:		\$9,500

Task 5 Construction Observation (T&M est.) \$2,750

Grand Total: \$12,250


Tasks 1 through 4 are lump sum. Tasks 5 is time and materials. Lumos and Associates will be happy to amend this proposal as necessary. If this proposal is acceptable to the board, please authorize us to proceed under our existing contract. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call me at (775) 883-7077 if you have questions.

Sincerely,



Collin Sturge, P.E.
Project Manager – District Engineer



Dan Stucky, P.E.
Engineering Group Manager

AGENDA ITEM 8.

**Discussion and possible action to approve a three-year agreement for auditing services with Steele & Associates, LLC.
(General Manager, Chris Johnson)**



Jonathan S. Steele, CPA CGMA

Vanessa L. Davis, CPA CGMA

March 30, 2023

To Board of Trustees

Indian Hills General Improvement District
3394 James Lee Park Road #A
Carson City, NV 89705

We are pleased to confirm our understanding of the services we are to provide Indian Hills General Improvement District for the years ended June 30, 2023, 2024, and 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Indian Hills General Improvement District as of and for the years ended June 30, 2023, 2024, and 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Indian Hills General Improvement District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Indian Hills General Improvement District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies Indian Hills General Improvement District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Enterprise Funds, Statement of Revenue, Expenditures and Changes in Net Position – Budget and Actual
- 2) General Fund Schedule of Expenditures

611 N. Nevada Street
Carson City, Nevada 89703
Phone: (775) 882-7198
Fax: (775) 883-4346

Members of: CPA Connect
Nevada Society of Certified Public Accountants
American Institute of Certified Public Accountants
Affordable Housing Association of Certified Public Accountants

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of [Name of Governmental Unit] and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified no significant risk(s) of material misstatement as part of our audit planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Indian Hills General Improvement District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Indian Hills General Improvement District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Indian Hills General Improvement District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Steele & Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Nevada Department of Taxation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government

Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Steele & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Nevada Department of Taxation. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Vanessa L. Davis, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit as soon as you provide us with the necessary information and to issue our reports no later than the due date required by statute.

Our fee for services will be \$45,000, annually. You will also be billed for out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that these expenses will not exceed \$1,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Indian Hills General Improvement District's financial statements. Our report will be addressed to the Board of Trustees of Indian Hills General Improvement District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that [Name of Governmental Unit] is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Indian Hills General Improvement District and 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 the attached copy and return it to us.

Very truly yours,



Steele & Associates, LLC

RESPONSE:

This letter correctly sets forth the understanding of Indian Hills General Improvement District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA ITEM 9.

Discussion and possible action to evaluate a potential rate increase for the water enterprise fund. (General Manager, Chris Johnson)

Summary of Proposed Changes

Agreement	Proposed Rates					Douglas County		Town of Minden	
	O&M	Passthrough Heybourne Operations	Rate Stabilization	Repair and Replacement	Future Treatment	Total Wholesale Rate per 1000 gal	Total Wholesale Rate per 1000 gal		
FY 2024/25	0.49	0.06	0.00	0.23	0.02	0.80	0.74		
FY 2025/26	0.52	0.06	0.00	0.23	0.02	0.83	0.77		
FY 2026/27	0.54	0.06	0.00	0.24	0.02	0.87	0.81		
FY 2027/28	0.57	0.07	0.00	0.25	0.02	0.91	0.84		
FY 2028/29	0.60	0.07	0.00	0.26	0.02	0.94	0.88		

Changes to Rates

- O&M rate to increase 5% annually
- Heybourne Operations to increase 50% in FY25 and 3% annually for remaining years
- No future contribution to the Rate Stabilization Reserve
- Repair & Replacement to increase 20% in FY25 due to the shift from treatment, and 3% annually for remaining years
- Future Treatment to be reduced to a rate of .02

Other Changes

- Transfer from the O&M reserve to the future treatment reserve of \$350,000 in FY25
- Transfer from the rate stabilization Reserve to the Heybourne operations Reserve of \$64,000 in FY24
- Payment to Minden Retail Water fund of \$15,755

Overall combined rate increase is 4% annually

Potential Water Basic Service Fee Rate Increase:

A five-year rate increase is proposed with a 5.0% increase each year.

The current monthly charge for a $\frac{3}{4}$ " meter is \$36.22.

Year one: \$1.81 increase bringing the \$36.22 to \$38.03 per month.

Year two: \$1.90 increase bringing the \$38.03 to \$39.93 per month.

Year three: \$2.00 increase bringing the \$39.93 to \$41.93 per month.

Year four: \$2.10 increase bringing the \$41.93 to \$44.03 per month.

Year five: \$2.20 increase bringing the \$44.03 to \$46.23 per month.

All other basic service fees based on meter size will increase 5.0% each year for five years.

*** All residential customers in the district have a $\frac{3}{4}$ " meter. ***

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
GROSS REVENUE PROJECTIONS WITH 5% RATE INCREASE AND 4% WATER COST INCREASE
WATER

	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
BASE REVENUE	\$ 880,000.00	\$ 924,000.00	\$ 970,200.00	\$ 1,018,710.00	\$ 1,069,645.50	\$ 1,123,127.78
USER FEES	\$ 525,000.00	\$ 525,000.00	\$ 525,000.00	\$ 525,000.00	\$ 525,000.00	\$ 525,000.00
TOTAL REVENUE	\$ 1,405,000.00	\$ 1,449,000.00	\$ 1,495,200.00	\$ 1,543,710.00	\$ 1,594,645.50	\$ 1,648,127.78
INCREASED REVENUE	\$	\$ 44,000.00	\$ 46,200.00	\$ 48,510.00	\$ 50,935.50	\$ 53,482.27
WATER COST	\$ 218,550.00	\$ 227,292.00	\$ 236,383.68	\$ 245,839.03	\$ 255,672.59	\$ 265,899.49
REVENUE LESS WATER COST	\$ 1,186,450.00	\$ 1,221,708.00	\$ 1,258,816.32	\$ 1,297,870.97	\$ 1,338,972.91	\$ 1,382,228.28
INCREASED REVENUE AFTER INCREASE IN WATER COST	\$	\$ 35,258.00	\$ 37,108.32	\$ 39,054.65	\$ 41,101.94	\$ 43,255.37

Other entities monthly water charges:

Carson City: Water \$30.83 per month plus usage fees.

Round Hill GID: Water \$68.22 per month plus usage fees.

Kingsbury GID: Water \$89.87 per month plus usage fees.

Douglas County: Water \$39.14 per month plus usage fees.

Gardnerville Ranchos GID: Water \$21.50 per month plus usage fees.

Gardnerville Water Company: \$41.00 per month plus usage fees.

AGENDA ITEM 10.

Discussion and possible action to evaluate a potential rate increase for the sewer enterprise fund. (General Manager, Chris Johnson)

Potential Sewer Fee Rate Increase:

A five-year rate increase is proposed with a 5.0% increase each year.

The current monthly charge for sewer is \$41.72 per EDU.

Year one: \$2.09 increase bringing the \$41.72 to \$43.81 per month.

Year two: \$2.19 increase bringing the \$43.81 to \$46.00 per month.

Year three: \$2.30 increase bringing the \$46.00 to \$48.30 per month.

Year four: \$2.42 increase bringing the \$48.30 to \$50.72 per month.

Year five: \$2.54 increase bringing the \$50.72 to \$53.26 per month.

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
GROSS REVENUE PROFECTIONS WITH 5% RATE INCREASE
WASTEWATER

	<u>BUDGETED REVENUE</u>	INCREASE
2023-24	\$ 1,011,000.00	
2024-25	\$ 1,061,550.00	\$ 50,550.00
2025-26	\$ 1,114,627.50	\$ 53,077.50
2026-27	\$ 1,170,358.88	\$ 55,731.38
2027-28	\$ 1,228,876.82	\$ 58,517.94
2028-29	\$ 1,290,320.66	\$ 61,443.84

Other entities monthly sewer charges:

Carson City: Sewer \$46.43 per month.

Round Hill GID: Sewer \$90.33 per month.

Kingsbury GID: Sewer \$60.40 per month.

Douglas County: Sewer \$72.08 per month.

Gardnerville Ranchos GID: Sewer \$23.00 per month.

Minden Gardnerville Sanitation District: \$42.32 a quarter.

AGENDA ITEM 11.

**Discussion and possible action to approve amendments to the District's Personnel Policy.
(General Manager, Chris Johnson/Administrative Services Supervisor/HR, Brooke Thompson)**

Memorandum

To: Board of Trustees

From: Brooke Thompson

Date: 01/08/2024

Re: Agenda Item # 11 Personnel Policy

Pool Pact has released their annual personnel policy updates based on the 2023 Legislative session. I have completed the suggested changes. As noted below there were some minor verbiage changes to provide more clarity and some added sections.

Below is a summary of the changes and additions:

- 1.8.1 Added clarification regarding record retention and destruction.
- 2.2.2 Added clarification that policy is based on protected class membership.
- 2.3.1 Matched format to that of harassment policy for consistency.
- 2.4.3 Clarified supervisor responsibilities for reporting allegations/complaints/observations of prohibited behavior.
- 2.4.4(3) Revised verbiage for clarity.
- 2.6 Added sexual assault as a protected class requiring reasonable accommodations.
- 2.7.1 Revised policy statement for clarity.
- 2.15 Added Personal Vehicle use policy.
- 2.16 Added Phone Use policy.
- 2.17.1 Added training provision to IT policy.
- 2.17.3 Added new #5 clarifying whom employees must attain permission from before installing software.
- 2.18.3 Revised verbiage for clarity.
- 2.18.5 Added provision to report phishing attempts, ransomware infections, or social engineering attempts.
- 2.21 Added Personal Appearance

- 3.23 Added Volunteer Program
- 5.3.1 Clarified employees are expected to work their entire assigned shifts.
- 5.5.1(3) Clarified list of time paid but not worked that are not counted toward hours worked for overtime purposes.
- 6.1.1 Renamed section heading from Holidays Designated to Recognized Holidays.
- 6.1.3 Clarified weekend holiday provisions.
- 6.7 Added limitations to how long an employee has to use bereavement leave.
- 11.1.1(6) Added bullying.
- 12. Added Dispute Resolution.

All of the additions have been the past practice of the district. Adopting these will ensure they are in writing, will help ensure equal treatment and legal compliance. Relying on unwritten policies and procedures could lead to potential unnecessary issues.

Thanks,



Brooke Thompson

**PERSONNEL POLICIES
INDIAN HILLS GENERAL
IMPROVEMENT DISTRICT**



Revised January 17, 2024

**PERSONNEL POLICIES
TABLE OF CONTENTS**

Contents

1.	GENERAL PROVISIONS.....	1
1.1.	Purpose.....	1
1.2.	Scope.....	1
1.3.	Computing Time for Notices.....	1
1.4.	Administration	1
1.5.	Administrative Directive.....	2
1.6.	Change of Address.....	2
1.7.	Failure to Receive Notices	2
1.8.	Personnel Files	2
1.8.1	Guidelines	2
1.8.2	Master Personnel File	3
1.9	Confidential Information.....	4
1.9.1	Identification and Access.....	4
1.9.2	Disposal of Personal Records	7
1.10	Related Forms.....	7
2.	EMPLOYEE RELATIONS.....	8
2.1	Fair Employment Practices.....	8
2.1.1	Policy.....	8
2.1.2	Scope.....	8
2.1.3	Equal Employment Opportunity Officer Designated	8
2.2	Anti-Harassment.....	9
2.2.1	Policy.....	9
2.2.2	Prohibited Conduct/Behavior(s)	9
2.2.3	Training	9
2.3	Employee Bullying.....	9
2.3.1	Policy.....	9
2.3.2	Prohibited Behaviors/Conduct.....	10
2.4	Dealing w/Allegations of Prohibited Conduct/Behavior(s).....	10
2.4.1	Process.....	10

**PERSONNEL POLICIES
TABLE OF CONTENTS**

2.4.2	Employee Responsibilities.....	10
2.4.3	Supervisor/Manager Responsibilities	11
2.4.4	Investigation	12
2.4.5	Prohibition Against Retaliation	12
2.5	Employee Dating.....	13
2.5.1	Policy.....	13
2.5.2	Employee Responsibilities.....	13
2.5.3	Supervisor/Manager Responsibilities	13
2.6	Reasonable Accommodation for Victims of Domestic Violence or Sexual Assault	13
2.6.1	Policy.....	13
2.6.2	Accommodation	13
2.6.3	Prohibitions	14
2.7	Drug- and Alcohol-Free Workplace	14
2.7.1	Policy.....	14
2.7.2	Employee Responsibilities.....	15
2.7.3	Manager and Human Resources Responsibilities.....	16
2.7.4	Supervisor Responsibilities.....	17
2.7.5	District Responsibilities.....	17
2.7.6	Training	17
2.7.7	Employee Assistance and Voluntary Referral.....	18
2.7.8	Reasonable Suspicion Testing.....	18
2.7.9	Post-Accident Testing	20
2.7.10	Safety-Sensitive Positions	21
2.7.11	Random Testing	21
2.7.12	Return-to-Work Testing/Follow-Up Testing.....	22
2.7.13	Consequence of Refusal to Submit to Testing/Adulterated Specimen.....	22
2.7.14	Testing Guidelines	23
2.7.15	Option for Drug/Prohibited Substance Retest	23
2.7.16	Requirement for Drug/Prohibited Substance Retest	24
2.7.17	Searches.....	24
2.7.18	Violation of Policy.....	24

**PERSONNEL POLICIES
TABLE OF CONTENTS**

2.7.19	Confidentiality.....	25
2.8	Prohibition of Workplace Violence.....	25
2.8.1	Policy.....	25
2.8.2	Scope.....	25
2.8.3	Implementation of Policy.....	25
2.8.4	Violation of Policy.....	27
2.8.5	Temporary Restraining Orders.....	27
2.9	Employment of Relatives.....	27
2.10	Code of Ethical Standards.....	27
2.11	Political Activity.....	28
2.11.1	Policy.....	28
2.11.2	Running for or Holding Political Office.....	29
2.11.3	Election-Related Communications.....	29
2.12	Solicitation Prohibited.....	29
2.12.1	Employee Activities.....	29
2.12.2	Non-Employee Activities.....	30
2.13	Work Stoppage Prohibited.....	30
2.14	Use of District Property and Premises.....	30
2.14.1	Policy.....	30
2.14.2	Searches.....	30
2.15	Personal Vehicle Use.....	31
2.16	Phone Policy.....	31
2.16.1	Personal Calls & Texts.....	31
2.16.2	Cell Phone Use in Vehicles.....	32
2.16.3	Phone Use in Business Meetings.....	32
2.17	Information Technology.....	32
2.17.1	Policy.....	32
2.17.2	Privacy.....	33
2.17.3	Use.....	33
2.17.4	Prohibited Activities.....	34
2.17.5	Permitted Activities.....	35

**PERSONNEL POLICIES
TABLE OF CONTENTS**

2.18	Social Networking (Social Media) Policy.....	35
2.18.1	Policy.....	35
2.18.2	General Provisions.....	36
2.18.3	Social Media Post Disclaimer.....	36
2.18.4	District Monitoring.....	36
2.18.5	Reporting Violations.....	37
2.18.6	Violation of Policy.....	37
2.18.7	Authorized District Social Networking.....	37
2.18.8	Rules and Guidelines.....	37
2.18.9	Personal Social Networking.....	38
2.18.10	Media Contacts.....	40
2.18.11	Prohibition Against Retaliation.....	40
2.19	Use of Tobacco or Smoking Products.....	40
2.20	Outside Employment.....	40
2.20.1	Policy.....	40
2.20.2	Conflicting Employment.....	40
2.20.3	Procedure.....	41
2.21	Personal Appearance.....	41
2.21.1	Policy.....	41
2.21.2	Enforcement.....	42
2.22	Children, Animals, and Visitors in the Workplace.....	43
2.23	Reporting Convictions, Investigations, and Change of License.....	43
2.23.1	Reporting Convictions.....	43
2.23.2	Reporting Investigations.....	43
2.23.3	Reporting Change of License.....	43
2.23.4	Prohibition of Threats or Coercion.....	44
2.23.5	Disclosure of Untruthful Information.....	44
2.24	Workplace Safety.....	44
2.25	Related Forms.....	45
3	EMPLOYMENT.....	46
3.1	Scope.....	46

**PERSONNEL POLICIES
TABLE OF CONTENTS**

3.2	Source of Applicant.....	46
3.3	Job Announcements	46
3.3.1	Open Recruitments	46
3.3.2	Promotional Recruitments	47
3.4	General Requirements for Filing of Applications.....	47
3.4.1	Application Forms	47
3.4.2	Signatures	48
3.5	Application Filing Periods	48
3.6	Eligibility of Applicants.....	48
3.7	Limitation of Applicant Pool to Most Qualified.....	49
3.8	Examination Process.....	49
3.8.1	Administration of Examinations	49
3.8.2	Factors Evaluated	49
3.8.3	Minimum Standards	49
3.9	Interviewing Applicants	49
3.10	Selection	49
3.11	Correction of Administrative Errors	50
3.12	Reference Checks	50
3.12.1	Acquiring References	50
3.12.2	Providing References	51
3.13	Background Checks	52
3.13.1	Consumer Reporting Agencies Reports.....	53
3.14	Offers of Employment.....	53
3.14.1	Policy.....	53
3.14.2	Job Offer Letters	54
3.14.3	Pre-Employment Drug Screening for Safety-Sensitive Positions	55
3.14.4	Other Conditions.....	55
3.15	Orientation.....	56
3.16	Introductory Period	56
3.17	Failure to Appear for Work.....	56
3.18	Transfers.....	56

**PERSONNEL POLICIES
TABLE OF CONTENTS**

3.18.1	Employee-Requested Transfer	57
3.18.2	Agency-Directed Transfer.....	57
3.19	Promotions.....	57
3.20	Rehire.....	57
3.21	Casual/Temporary/Seasonal Employment.....	58
3.21.1	Purpose.....	58
3.21.2	Authorization to Hire Casual/Temporary/Seasonal Workers	58
3.21.3	Duration of Casual/Temporary/Seasonal Employment	58
3.21.4	Employment in a Regular Position.....	58
3.22	License/Occupational Certification	58
3.22.1	Purpose.....	58
3.22.2	Employee Responsibilities.....	58
3.22.3	Applicant's Failure to Possess a Valid License, Certificate, Permit, or Occupational Certification	59
3.22.4	Driving Records.....	59
3.22.5	Vehicle Liability Insurance	59
3.23	Volunteer Program	59
3.23.1	Purpose.....	59
3.23.2	Scope.....	59
3.23.3	Planning.....	60
3.23.4	Recruiting, Screening, Interviewing, and Selecting Volunteers.....	60
3.23.5	Managing Volunteers	60
3.24	Related Forms.....	61
4	POSITION CLASSIFICATION PLAN.....	62
4.1	Policy.....	62
4.1.1	Purpose.....	62
4.1.2	Classification.....	62
4.1.3	Maintenance and Revision.....	62
4.1.4	New Positions.....	62
4.1.5	Reclassification.....	62
4.1.6	Reallocation	63

**PERSONNEL POLICIES
TABLE OF CONTENTS**

4.2	Procedure	63
4.2.1	Requests for Classification Review	63
4.2.2	Effective Date.....	64
4.3	Related Forms: NONE.....	64
5	COMPENSATION PLAN	65
5.1	Pay Periods and Paydays	65
5.2	Workweek Defined.....	65
5.3	Work Time.....	65
5.3.1	Attendance.....	65
5.3.2	Work Schedules.....	65
5.3.3	Rest Periods	65
5.3.4	Meal Periods	65
5.3.5	Work Assignments.....	66
5.4	Time Reporting	66
5.4.1	Purpose of Time Reporting.....	66
5.4.2	Hours Worked.....	66
5.4.3	Position Designations - Exempt or Non-Exempt	67
5.4.4	Responsibility for Exempt or Non-Exempt Designation	67
5.4.5	Responsibility for Time Reporting.....	67
5.5	Overtime	67
5.5.1	Non-Exempt Employees.....	67
5.5.2	Exempt Employees.....	68
5.6	Safe Harbor	69
5.7	Rates of Pay.....	69
5.7.1	Compensation Plan	69
5.7.2	Discussion of Wages.....	69
5.7.3	Hiring Rate of Pay.....	69
5.7.4	Advanced Pay Hire.....	70
5.7.5	Pay Rate on Promotion, Transfer, Demotion, Reclassification, and Reallocation.....	70
5.8	Pay Increases.....	70
5.8.1	Pay Advancements Authorized.....	70

**PERSONNEL POLICIES
TABLE OF CONTENTS**

5.8.2	Anniversary Date Pay Advancement	71
5.9	Withholding of Pay Advancements.....	71
5.9.1	Job Performance.....	71
5.9.2	Unpaid Leaves of Absence.....	71
5.9.3	Granting of Withheld Advancements	71
5.10	Flat Rates of Pay.....	72
5.11	Compensation for Casual/Temporary/Seasonal Workers	72
5.11.1	Rates of Pay	72
5.11.2	Pay Advancements	72
5.12	Y-Rate.....	72
5.13	Work Out-of-Class.....	73
5.13.1	Policy.....	73
5.13.2	Assignments.....	73
5.13.3	Employee Eligibility.....	73
5.14	Related Forms.....	73
6	LEAVE PLANS	74
6.1	Holidays.....	74
6.1.1	Recognized Holidays	74
6.1.2	Holiday Pay	74
6.1.3	Weekend Holidays.....	74
6.1.4	Work on Holidays.....	75
6.2	Annual Leave.....	75
6.2.1	Annual Leave Accrual.....	75
6.2.2	Eligibility Maximum Accrual.....	76
6.2.3	Use of Annual Leave	76
6.2.4	Annual Leave Pay at Termination.....	76
6.3	Sick Leave	76
6.3.1	Policy.....	76
6.3.2	Procedure.....	78
6.4	Family and Medical Leave.....	78
6.4.1	Policy.....	78

**PERSONNEL POLICIES
TABLE OF CONTENTS**

6.5	Leave of Absence Without Pay.....	79
6.5.1	Policy.....	79
6.5.2	Procedure.....	79
6.6	Court Leave.....	81
6.6.1	Policy.....	81
6.6.2	Compensation	81
6.6.3	Late Start/Early Release.....	81
6.7	Bereavement Leave.....	81
6.8	Military Leave under Federal Law	82
6.8.1	Policy.....	82
6.8.2	Notice and Notification.....	82
6.8.3	Compensation and Benefits.....	82
6.8.4	Reemployment.....	83
6.8.5	Discharge.....	84
6.9	Military Leave under Nevada Statute.....	84
6.9.1	Policy.....	84
6.9.2	Procedure.....	84
6.9.3	Participation in Training, Active Service or Duty, or Other Required Meetings	84
6.10	Emergency Conditions/Disaster Leave.....	85
6.10.1	Emergency Volunteer Service	85
6.10.2	Emergency Road Conditions.....	85
6.10.3	Disaster Area Declaration	85
6.11	Leave for Nursing Mothers.....	86
6.11.1	Policy.....	86
6.11.2	Prohibition Against Retaliation	86
6.12	Related Forms.....	86
7	BENEFITS	87
7.1	Health Insurance Coverage	87
7.1.1	Eligibility	87
7.1.2	Benefits	87
7.1.3	Plan Changes.....	87

**PERSONNEL POLICIES
TABLE OF CONTENTS**

7.2	Life Insurance Coverage	87
7.2.1	Eligibility	87
7.2.2	Policy.....	87
7.2.3	Coverage.....	87
7.3	Retirement	87
7.4	Workers' Compensation.....	88
7.5	Transitional Duty	89
7.5.1	Policy.....	89
7.5.2	Compensation	89
7.5.3	Duration and Conditions of Transitional Duty	89
7.6	Deferred Compensation.....	89
7.7	Educational Assistance	89
7.8	Related Forms.....	90
8	TRAVEL EXPENSES	91
8.1	Policy	91
8.2	Allowances	91
8.2.1	Mileage	91
8.2.2	Lodging	91
8.2.3	Meals	91
8.2.4	Other Expenses.....	92
8.2.5	Unallowable Expenses.....	92
8.3	Processing	92
8.3.1	Claims	92
8.4	Related Forms: NONE.....	92
9	EMPLOYEE SEPARATION	93
9.1	Resignation	93
9.1.1	Notice.....	93
9.1.2	Return of District Property.....	93
9.1.3	Job Abandonment.....	93
9.1.4	Final Paycheck	93
9.2	Layoffs.....	93

**PERSONNEL POLICIES
TABLE OF CONTENTS**

9.2.1	Alternatives to Layoff.....	93
9.2.2	Order of Layoffs.....	94
9.2.3	Designation of Employees to be Laid Off	94
9.2.4	Layoff Notice.....	94
9.2.5	Reinstatement.....	94
9.2.6	Reinstatement Process.....	94
9.2.7	Duration of Reinstatement List.....	95
9.3	Related Forms.....	95
10	PERFORMANCE MANAGEMENT.....	96
10.1	Statement.....	96
10.1.1	Purpose.....	96
10.1.2	Ongoing Communication Regarding Performance	96
10.1.3	Frequency of Performance Evaluations	96
10.1.4	Written Record	97
10.1.5	Personnel Actions Resulting from Performance Evaluations	97
10.1.6	Employee Involvement	97
10.2	Related Forms.....	97
11	DISCIPLINARY ACTIONS AND APPEALS	98
11.1	Discipline and Appeal.....	98
11.1.1	Justification for Discipline.....	98
11.1.2	Forms of Disciplinary Action	99
11.1.3	Due Process.....	99
11.1.4	Administrative Leave During Disciplinary Proceeding	101
11.2	Related Forms.....	101
12	DISPUTE RESOLUTION.....	102
12.1	Definition of Dispute.....	102
12.2	Prohibition Against Retaliation.....	102
12.3	Time Limits.....	102
12.4	Dispute Resolution Process	102
12.4.1	Step 1. Discussion with Immediate Supervisor.....	102
12.4.2	Step 2. Formal Written Notice of Dispute.....	103

**PERSONNEL POLICIES
TABLE OF CONTENTS**

12.5 Related Forms: NONE..... 103
13 . DEFINITION OF TERMS..... 104

1. GENERAL PROVISIONS

1.1. Purpose

These policies are established to carry out the **District's** personnel resolution, personnel ordinance, or intent of the governing board to adopt uniform personnel policies that will enable each employee to make the fullest contribution to the programs and services of the **District**. Each employee is responsible for reviewing and complying with the **District's** personnel policies.

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

1.2. Scope

In cases where the application of these policies would conflict with a collective bargaining agreement that is in effect between a recognized employee organization and the District, the provisions of the collective bargaining agreement shall govern. In all other cases, these policies shall govern. Nothing in these policies is intended to supersede applicable state or federal laws or administrative regulations/ordinances related to personnel matters.

1.3. Computing Time for Notices

Unless otherwise provided, the length of time for processing an action in these policies, days shall be counted beginning with the calendar day following mailing or delivery of notice and concluding at 5 p.m., on the last day to be counted. If the last day to be counted falls on a weekend or holiday, the period will end at 5 p.m., on the first business day following the last counted day.

1.4. Administration

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

All employees of the **District** are expected to read and familiarize themselves with the contents of these policies, including Definitions. After receiving and reviewing these policies, each employee is expected to sign an acknowledgment form. The employee must return the signed acknowledgment form to the Human Resources Department or inclusion into the employee's master personnel file. Employees who fail to comply with these policies may be subject to disciplinary action, up to and including termination.

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

Whenever feasible, the **District** will provide all employees copies of any proposed revisions to the adopted policies prior to implementation of the proposed changes.

1.5. Administrative Directive

The District shall have the authority and the duty to develop and disseminate administrative directives, interpretive memoranda, and other administrative procedures to execute these policies, and to implement the **District's** personnel program on a consistent basis.

1.6. Change of Address

It is the responsibility of each employee to keep the **District** informed, in writing, of the employee's current address, telephone number, change of name, and any other information relating to employment status.

1.7. Failure to Receive Notices

Written communications to employees considered to be routine in nature shall be delivered to the current address on record or via email. Written communications to employees identified as significant, important and/or time-sensitive shall be hand-delivered or sent by certified mail, return receipt requested, to the employee's current address on record or via email utilizing the read receipt function. All written communications to applicants shall be hand-delivered or sent by U.S. mail to the address shown on the application for employment or sent via email as shown on the application. The **District** is not responsible in the event mail is not received. It is the employee's responsibility to respond to all **District** communications, including those mailed and/or emailed to the address on record, and the responsibility of the applicant to comply with all phases of the selection process within the specified time. Failure to respond for any reason, including failure to receive written notice, may have an adverse effect on an individual's employment status and/or result in disqualification from the selection and hiring process.

1.8. Personnel Files

1.8.1 Guidelines

District maintains job-related information for each employee throughout the course of employment. It is **District's** policy to operate effectively and efficiently, in a manner that

encourages transparency in government in compliance with all applicable laws, and in so doing to protect confidential information from disclosure to the extent allowed by law. To the extent allowable by law, including specifically but without limitation Nevada's Public Records Act, personnel files are confidential to the extent such files contain personal privacy information subject to a nontrivial privacy interest. Such information is subject to nondisclosure. To that end, **District** strives to maintain accurate and complete personnel records. Employees must promptly notify **District** of any changes to their personal information, such as address, telephone number, legal name, marital status, and number of dependents. Records are retained and destroyed in accordance with District policies and schedules published by the Nevada State Library, Archives and Public Records as well as other applicable laws governing record retention.

The types of files which may be maintained include:

- General employee personnel records such as application/résumé, job offer letter(s) or contract(s), job description, signed acknowledgment forms and/or agreements, performance records, disciplinary documentation, training records, and other job-related documents.
- Documents related to recruitment and selection for each position filled, such as job announcements, applications and résumés, and interview questions and notes.
- Information regarding an applicant's background such as reference checks, conviction records, and credit histories.
- Form I-9 for each employee (and supporting documentation, if retained).
- Records related to pay including but not limited to: timesheets, attendance records, payroll records, tax records (including W-4 forms), payroll deductions, direct deposit information, and wage garnishments.
- Files related to safety including but not limited to: safety training records; occupational injury and illness reports; workers' compensation reports (no names listed); and reports related to exposure to toxic substances and/or blood-borne pathogens.
- Information regarding medical or psychological conditions or diagnoses such as doctor's note, FMLA forms, workers' compensation forms, and drug/alcohol test results.
- Documents related to an investigation including copies of complaints, investigation reports, witness statements and investigation notes, notices given to employees, and other related documents.
- Documents related to a grievance including, but not limited to: copies of grievance form, employee's request/appeal for grievance; witness statements and interview notes; copies of each response to the grievance from the organization; copies of requests from employee/union to advance the grievance to the next level in the appeals process; copies of all correspondence sent/received regarding processing the grievance; and other related documents.

1.8.2 Master Personnel File

1. Maintenance

The **District** shall maintain a master personnel file for each employee. An employee's supervisor/manager may elect to maintain a duplicate copy of the documents. However, this does not supersede or eliminate the **District's** need to maintain the master personnel file for each employee.

2. Employee Access

An employee may view the contents of one's own master personnel file upon request in the presence of Human Resources an employee may request copies of any or all documents in one's own master personnel file but may not remove any documents from the file. The **District** will provide only one set of copies to the employee without charge per year.

3. Negative Information

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

4. Employee Information Submitted

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

1.9 Confidential Information

1.9.1 Identification and Access

The following types of information are considered, without limitation, confidential by the **District** and access to records is limited as listed below.

Note: This policy has been developed to identify and protect records for internal purposes and is not intended to comply with the Nevada Public Records Act. Public records requests will be evaluated independently on their own merits.

1. Recruitment and Background Information

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

- All information related to an employment application including, but not limited to, letters of reference, résumés, and status as an applicant for employment.

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

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

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

2. Personnel-related Information

The following types of personnel-related information are confidential:

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

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

- The employee;
- The employee's representative with a current signed authorization from the employee;

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

3. Medical Information

The following types of medical information are confidential:

- Pre-employment and post-employment medical and psychological examinations;
- Disability and documentation relating to any reasonable accommodation requested by or granted to the employee;
- Drug and alcohol testing;
- Genetic information;
- Pregnancy, health care provider's certification and other communication;
- Subsequent Injury Fund Questionnaire;
- Any other medical information that an employee or applicant has voluntarily provided, or the **District** has requested.

Note: Medical information shall be kept in files segregated from other personnel and employment records. Notations on attendance sheets that an employee took sick leave are not confidential records.

Access to an employee's confidential medical information is limited to:

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

4. Investigations and Grievances

The **District** shall keep all information and documents pertaining to an employee investigation separate from other personnel and employment records, ensuring privacy of all employees, witnesses, and other individuals involved.

Grievance files that include notices, notes, and decisions of appeal will be maintained in a separate file.

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

- The employee's manager/supervisor, human resources director/manager, or designee;
- Persons authorized pursuant to any state or federal law or court order;
- Counsel retained by or on behalf of the **District**; and
- Any other parties with whom the **District** has a contractual relationship in order to enable the **District** to respond accurately and fully to any lawsuit, complaint, grievance, request or other action filed by or on behalf of an employee or former employee against the **District**.

1.9.2 Disposal of Personal Records

In compliance with the Fair and Accurate Credit Transactions (FACT) Act Disposal Rule, the **District** shall dispose of any record about an individual that is a consumer report or is derived from consumer reports to ensure there will be no unauthorized access to or use of information in a consumer report.

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

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

1.10 Related Forms

- District Personnel Policies - Acknowledgment and Receipt

2. EMPLOYEE RELATIONS

2.1 Fair Employment Practices

2.1.1 Policy

The **District** recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the **District** may also be considered. Therefore, it is the policy of the **District** to provide equal employment opportunity for all applicants and employees. The **District** does not sanction or tolerate discrimination in any form on the basis of any protected class including race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law.

The **District** will:

- Recruit, hire, train, promote, discharge, and discipline without regard to protected class membership, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, District-sponsored training, social, and recreation programs will be administered in conformance with the District's policy.
- Comply with all applicable laws prohibiting discrimination in employment.
- Hold all managers and supervisors responsible for ensuring personnel policies, guidelines, practices, procedures, and activities are in compliance with applicable federal and state fair employment practices, statutes, rules, and regulations.

2.1.2 Scope

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

2.1.3 Equal Employment Opportunity Officer Designated

The primary responsibilities for ensuring fair employment practices for the **District** are promoted and adhered to are assigned to the **District's** designated reporting officer/ Equal Employment Opportunity (EEO) Officer. The designated reporting officer/EEO Officer for **District** is Human Resources the name and work telephone number of the designated individual will be posted at **District** work sites. In the event the designated reporting officer/EEO Officer is unavailable, the General Manager is designated as the alternative reporting officer/EEO Officer.

2.2 Anti-Harassment

2.2.1 Policy

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

2.2.2 Prohibited Conduct/Behavior(s)

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

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

2.2.3 Training

The **District** will periodically provide training to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) within thirty days. A copy of this policy will be made available to applicants upon request.

2.3 Employee Bullying

2.3.1 Policy

The **District** promotes a productive work environment and does not tolerate verbal, physical, non-verbal, cyber-bullying, or work interferences that disrupts or interferes with another's work performance or that creates an intimidating environment.

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

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

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

2.3.2 Prohibited Behaviors/Conduct

The **District** considers the following types of behavior/conduct examples of bullying (this list is not all-inclusive):

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

2.4 Dealing w/Allegations of Prohibited Conduct/Behavior(s)

2.4.1 Process

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in the Anti-Harassment or Employee Bullying policies by another (e.g., employee, client, customer, vendor, volunteer, contractor), as well as employees or applicants who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the **District**. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated by their collective bargaining agreement but may not use both.

2.4.2 Employee Responsibilities

1. An employee who believes they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these

behaviors, are encouraged to inform the alleged harasser/bully that the behavior/conduct is unwelcome and must stop.

Note: An employee is NOT required to talk directly to the alleged harasser/bully or to the employee's supervisor. It is critical, however, that employees who believe they have been targeted or have witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another, contact one of the individuals listed in sections 2 or 3 below.

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

Any applicant or employee who has concern regarding violations of this policy is encouraged to contact the designated reporting officer/EEO Officer or the alternate.

2.4.3 Supervisor/Manager Responsibilities

Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how the supervisor/manager became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the reporting officer/EEO Officer, HR representative, department head, or General Manager the report shall contain all known information including:

- The persons(s) involved;
- A written record of any specific conversations held with the complainant(s) and other persons involved as applicable; and
- All known pertinent facts, including date(s), time(s), and locations(s).

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

Note: Supervisors/Managers shall not investigate nor conduct further fact-finding without authorization from the reporting officer/EEO Officer or General Manager.

2.4.4 Investigation

1. Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the **District** will ensure that such allegations or complaints are investigated promptly. The **District** treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process. The reporting officer/EEO Officer or General Manager will identify the appropriate individual(s) to conduct the investigation.
2. The **District** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be required to refrain from discussing the subject content with other employees or persons who may have information pertinent to the investigation throughout the course of the investigation. Employees shall be required, upon request, to provide information to regulatory agencies. The **District** will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.
3. The **District** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, they will be made aware that the investigation is completed and appropriate action, if any, has been taken.
4. If evidence arises that a participant in the investigation made intentionally false statements, that employee may be subject to disciplinary action, up to and including termination.
5. If it is determined that a violation of this policy has occurred, the employee may be subject to disciplinary action up to and including termination. The **District** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.
6. With regard to disability-related complaints, the reporting officer/EEO Officer (when appropriate, working with Human Resources and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the **District** determines that such a reasonable accommodation can be provided by the **District**.

2.4.5 Prohibition Against Retaliation

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

2.5 Employee Dating

2.5.1 Policy

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

2.5.2 Employee Responsibilities

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

Violation of this policy may result in disciplinary action up to and including termination.

2.5.3 Supervisor/Manager Responsibilities

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

Violation of this policy may result in disciplinary action up to and including termination.

2.6 Reasonable Accommodation for Victims of Domestic Violence or Sexual Assault

2.6.1 Policy

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

2.6.2 Accommodation

Whenever a manager/supervisor becomes aware that an employee has a need for an accommodation due to domestic violence or sexual assault, the manager/supervisor should promptly notify the reporting officer/EEO Officer. The District is committed to provide reasonable accommodation, as listed in the Accommodation section under Employment Disabilities.

2.6.3 Prohibitions

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

- The employee requested accommodation pursuant to this policy; or
- An act of domestic violence or sexual assault was committed against the employee at the workplace.

2.7 Drug- and Alcohol-Free Workplace

2.7.1 Policy

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

1. The **District** is committed to:
 - Maintaining a safe and healthy workplace for all employees and volunteers;
 - Assisting employees or volunteers who recognize they have a problem with drugs, prohibited substances, or alcohol in receiving appropriate treatment;
 - Periodically providing employees and volunteers with information about the dangers of workplace drug use; and
 - When appropriate, taking disciplinary action for failure to comply with this policy.
2. The **District** strictly prohibits the following behavior:
 - The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee, unless otherwise provided by law. For the purpose of this policy, illegal drugs include those classified as such under local, state, or federal laws. Prohibited substances include medical and recreational marijuana (cannabis), the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the District prohibits employees from possessing open containers of alcoholic beverages while on the District's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.
 - Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the District or placing in vehicles or equipment operated on behalf of the District.

- Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug or prohibited substance, regardless of the amount.
3. Reporting Requirements
- A supervisor who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee which violates District's policies or the law, is required to report this information to the supervisor/manager or Human Resources immediately. The information reported must include:
 - The persons(s) involved, including all witnesses;
 - Any information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
 - A written record of specific conversations held with the accused and any witnesses;
 - All pertinent facts, including date(s), time(s), and locations(s).
 - An employee who witnesses or obtains information regarding illegal drug/prohibited substance/alcohol use by the immediate supervisor is required to report the incident to that supervisor's supervisor.
4. Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
5. Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the **District's Drug- and Alcohol-Free Workplace Policy**.
6. The **District** receives funding through federal grants and is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational cannabis), cocaine, opioids, amphetamines (including methamphetamines), phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are considered illegal Schedule I or II drugs through the federal government. **District** is committed to a policy of a drug- and alcohol-free workplace and employees may not have any detectable level of Schedule I or II drugs in their system while at work. However, this policy is adopted in compliance with the requirements of NRS 678C.

2.7.2 Employee Responsibilities

1. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
2. Employees shall not report to work under the influence of alcohol, illegal drugs, prohibited substances, or misused prescription or over-the-counter drugs, regardless of the amount.

3. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the District's Employee Assistance Program (EAP) provider, substance abuse professional, or other treatment provider. The District's medical insurance policy may provide for payment of some or all of the treatment costs.
4. It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug being taken may/or will affect one's ability to safely perform assigned job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the human resources director or department director who will attempt to find an appropriate alternative assignment. If none is available, the employee and the District will take steps consistent with the advice of a health care provider which could include the use of sick leave or a leave of absence. If an employee reports to work under the influence of medication and, as a result, endangers oneself or others, the employee may be subject to discipline, up to and including termination.
5. Each employee must report the facts and circumstances of any drug or alcohol arrest resulting from an incident that occurred while the employee was on duty. Each employee must report the facts and circumstances of any drug or alcohol conviction which may impact the employee's ability to perform the duties of the job. If duties involve driving a vehicle or operating heavy equipment, the employee must report to one's supervisor a conviction for driving under the influence (DUI), and/or restriction, revocation, or suspension of the driver's license pending adjudication before resuming work duties.
6. Employees in safety-sensitive positions identified by the District are subject to random drug and/or alcohol testing as provided in this policy.
7. Employees must act as responsible representatives of the District and as law-abiding citizens. It is every employee's responsibility to report suspected or known violations of this policy to the immediate supervisor or to Human Resources. Such reporting is critical in preventing serious injuries or damage to the District's property.
8. Employees who are required to submit to a drug/alcohol test must complete and sign a consent form. Employees acknowledge that by consenting to testing, they are waiving any expectation of privacy between the District and employee in the information provided related to the drug/alcohol test.

2.7.3 Manager and Human Resources Responsibilities

The manager, human resources or designee is responsible for:

1. Authorizing the testing of employees.
2. Coordinating drug and/or alcohol testing.
3. Completion of a required consent form.
4. Notifying employees of positive test results and their right to a retest of the same sample.

5. Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
6. Notifying the District's attorney of an employee's conviction of a federal or state drug and/or alcohol violation.
7. Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
8. Identifying safety-sensitive positions.
9. Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.

2.7.4 Supervisor Responsibilities

Supervisors are responsible for:

1. Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
2. Submitting the documentation to the manager, human resources or designee.
3. Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.

2.7.5 District Responsibilities

Districts are responsible for:

1. Providing communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of inappropriate drug and/or alcohol use by employees and how to take appropriate corrective action.
2. Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
3. Making drug and/or alcohol testing and notice forms available.
4. Notifying appropriate manager or human resources of positive results of drug and alcohol tests.
5. Administering the contract with a third party to provide drug and alcohol testing services.
6. Overseeing the administration of the District's Drug- and Alcohol-Free Workplace Policy.
7. Designating safety-sensitive positions.
8. Notifying manager of their employees randomly selected for drug and/or alcohol testing.
9. Ensuring the administration of all pre-employment drug testing.

2.7.6 Training

The **District** maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the

District periodically. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

2.7.7 Employee Assistance and Voluntary Referral

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

2.7.8 Reasonable Suspicion Testing

1. When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol, drugs, or prohibited substances, the employee in question will be directed by the manager or designee or the **District's** Human Resources to submit to drug and/or alcohol testing. This test may include a breath or blood test or urinalysis.
2. The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the manager or designee to authorize the drug and/or alcohol test of an employee.
3. The manager or designee or the **District's** Human Resources Department shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be placed on administrative leave with pay pending results of the test.

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

- Must sign a consent form. By consenting to testing, the employee acknowledges waiving any expectation of privacy between the **District** and employee in the information provided related to the drug/alcohol test.
- Will be immediately provided transportation by the **District** to the location of the test.
- Will be advised to refrain from eating or drinking before being tested.

- Will be provided transportation by the **District** or transportation arrangements will be made available by the **District** after the employee submits to the test or refuses to be tested.
4. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
- Information provided either by reliable and credible sources or independently corroborated.
 - The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the manager that an employee is violating the **District's** policy.
 - Direct observation of drug, prohibited substance, or alcohol use while on duty.
 - The first line supervisor or another supervisor/manager directly observes an employee using drugs, prohibited substances, or alcohol while an employee is on duty.
 - Employee admits using drugs, prohibited substances, or alcohol prior to reporting to work or while at work.
 - Drug, prohibited substance, or alcohol paraphernalia possibly used in connection with illicit drugs, prohibited substances, or alcohol found on the employee's person or at or near the employee's work area.
 - Evidence that the employee has tampered with a previous test for drugs, prohibited substances, or alcohol.
5. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test for drugs, prohibited substances, or alcohol:
- *A pattern of abnormal or erratic behavior:* This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
 - *Presence of physical symptoms of drug and/or alcohol use:* The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.
 - *Violent or threatening behavior:*
 - First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the manager may request that the employee submit to drug and/or alcohol testing.
 - Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar

behavior/conduct, the manager will request that the employee undergo drug and/or alcohol testing.

- *Absenteeism and/or tardiness:* If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

2.7.9 Post-Accident Testing

1. Each employee involved in an accident will be tested for illegal drugs, prohibited substances, and alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:

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

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

- Must sign a consent form. By consenting to testing, the employee acknowledges waiving any expectation of privacy between the **District** and employee in the information provided related to the drug/alcohol test.
- Must remain readily available for testing. An employee who leaves the scene without good reason before the test is administered or who does not make oneself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test.
- Will be immediately provided transportation by the **District** to the location of the test.
- Will be advised to refrain from eating or drinking before being tested, and must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.
- Will be provided transportation by the **District** or transportation arrangements will be made available by the **District** after the employee submits to the test or refuses to be tested.

Upon completion of the test:

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

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

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

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

2.7.10 Safety-Sensitive Positions

1. The **District** may conduct pre-employment testing and random testing for drugs, prohibited substances, and/or alcohol for positions identified as safety-sensitive by the **District**. Successfully passing these tests is a condition of future or continued employment.
2. Safety-sensitive positions mean positions which may, in the normal course of business:
 - Require the employee to operate a vehicle or heavy equipment on a regular and recurring basis; and/or
 - Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
3. The **District** shall maintain a list entitled "List of Positions Designated as Safety Sensitive."

2.7.11 Random Testing

1. All employees in positions identified as safety-sensitive by the **District** shall be subject to random testing for drugs, prohibited substances, and alcohol.
2. Per DOT testing guidelines for CDL holders, the **District** will test for drugs/prohibited substances at a minimum, 25% of the average number of employee-CDL positions each calendar year. The **District** will alcohol test, at a minimum, 10% of the average number of employee-CDL positions each calendar year.
3. For all other safety-sensitive positions, the **District** will test for drugs/prohibited substances, at a minimum, 25% of the average number of employee positions

designated as safety-sensitive each calendar year. The **District** will alcohol test, at a minimum, 25% of the average number of employee positions designated as safety-sensitive each calendar year.

4. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.
5. An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
6. Employees selected for a random test but absent due to annual, sick leave, other leave, or on urgent **District** business approved by their manager will not be notified to take the random test until the first day they return to work after random selection.
7. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

2.7.12 Return-to-Work Testing/Follow-Up Testing

1. If the **District** agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs, prohibited substances, or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the **District**. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance use issue. The **District** will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The **District** may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.
2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

2.7.13 Consequence of Refusal to Submit to Testing/Adulterated Specimen

The following shall be treated as a positive test and may result in disciplinary action, up to and including termination:

- Refusal to sign a consent form
- Refusal to submit to testing for drugs, prohibited substances, and/or alcohol
- Consenting to a test but failing to appear timely at the collection site
- Failing to provide a sample after reasonable opportunity to do so
- Engaging in conduct which attempts to or does impact the validity of any such testing
- Submitting an invalid, substituted, or adulterated specimen

A diluted positive test result shall also be treated as a positive test.

2.7.14 Testing Guidelines

1. The **District** may test for alcohol and illegal/prohibited substances including but not limited to:

- Marijuana (Cannabis)*
- Cocaine, including crack
- Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxycodone, and oxycodone
- Amphetamines, including methamphetamines
- Phencyclidine (PCP)

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

2. In addition to testing for the above substances, CDL holders are subject to testing for the following substances:

- 6-Acetylmorphine
- MDMA (Ecstasy)

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

2.7.15 Option for Drug/Prohibited Substance Retest

1. In the event that an employee is required to submit to a screen test for drugs/prohibited substances within 30 days of employment, the employee shall have the right to submit an additional screening test, at one's own expense, to rebut the results of the initial screening test. The **District** shall accept and give appropriate consideration to the results of such a screening test. This provision does not apply to the extent that it is inconsistent or otherwise conflicts with an applicable collective bargaining agreement or federal law, or to a position funded by a federal grant.

2. In all other cases:

- No later than 72 hours after receipt of a positive test, an employee who tests positive may request a confirmatory retest of the same sample at one's expense at a certified laboratory of the employee's choice.
- Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the U.S. Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
- The employee will be required to authorize the laboratory to provide the **District** with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The result of the confirmatory test is final.

2.7.16 Requirement for Drug/Prohibited Substance Retest

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

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

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

2.7.17 Searches

If the **District** suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the **District** may search District vehicles, lockers, desks, and work areas as outlined in **District's** Use of District Property and Premises and Searches policies.

2.7.18 Violation of Policy

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

coverage. Failure by the employee to enroll within the required timeframe in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment.

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

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

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

2.7.19 Confidentiality

Test results may only be disclosed to the employee; the appropriate medical and treatment providers; the **District's** attorney; an **District** representative necessary to respond to an alleged violation of this policy; individuals within the **District** who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal, as required.

2.8 Prohibition of Workplace Violence

2.8.1 Policy

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

2.8.2 Scope

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

2.8.3 Implementation of Policy

1. The **District** will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the **District**, or which occur on property owned or controlled by the **District** during the course of the employee's performance of job duties, which affect the **District's** business,

or which occur at an **District**-sponsored or commissioned event or social gathering. Examples of workplace violence include, but are not limited to, the following:

- All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the **District**, regardless of the relationship between the **District** and the parties involved in the incident.
 - All threats of any type or acts of violence occurring off the **District's** premises involving someone who is acting in the capacity of a representative of the **District**.
 - All threats of any type or acts of violence occurring off the **District's** premises involving an employee of the **District**, if the threats or acts affect the legitimate interests of the **District**.
 - Any acts or threats resulting in a criminal conviction of an employee or agent of the **District** or an individual performing service for the **District** on a contract or temporary basis which adversely affect the legitimate interests and goals of the **District**.
2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
- Hitting, shoving, or otherwise assaulting an individual;
 - Direct, conditional, or veiled threats of harm directed to an individual or family, friends, associates, or property;
 - The intentional or malicious destruction or threat of destruction of the **District's** property, or property of another employee;
 - Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication;
 - Harassing surveillance or stalking;
 - Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on **District** business;
 - Displaying overt signs of extreme stress, resentment, hostility, or anger;
 - Making intimidating, abusive, or threatening remarks;
 - Displaying irrational or inappropriate behavior.
3. The **District** desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, volunteer, other individual, or property. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on **District** property is encouraged to report incidents of threats or acts of violence.
4. Reports of violence or threatening behavior should be made to human resources, an employee's immediate supervisor or manager, or any other supervisory or management employee. The **District** is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing

in this policy alters any other reporting obligation established in the **District's** policies or in state, federal, or other applicable law.

2.8.4 Violation of Policy

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

In addition, actions necessary for bona fide self-defense or protection of employees of the **District** or of **District** property shall not be considered to violate this policy.

2.8.5 Temporary Restraining Orders

The **District** may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360.

2.9 Employment of Relatives

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

In addition, no person shall be employed in a position if such employment would require direct or indirect supervision by a relative who is within the third degree of consanguinity or affinity. For purposes of this paragraph, supervision includes all levels in the chain of command.

***Example:** An employee reports to an immediate supervisor, who reports to a manager, who reports to a department head, who reports to the county manager. The employee may not be related within the third degree of consanguinity or affinity to any of those employees.*

2.10 Code of Ethical Standards

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

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

- All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.

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

In addition, the **District's** officials and employees are required to comply with the provisions of NRS 281A and NRS 281. Employees shall familiarize themselves with Nevada Ethics in Government Manual available through the Nevada Commission on Ethics.

Employees who suspect violations of this policy must report the conduct/behavior(s) as soon as possible to any supervisor/manager or the HR representative. Violations of any of the above provisions may result in disciplinary action, up to and including termination.

The **District** will not tolerate any retaliation by management or by any other employee against an employee who exercises rights under this policy. Employees who believe they have been retaliated against in any manner whatsoever should immediately notify Human Resources. The **District** will promptly investigate and deal appropriately with any allegation of retaliation. In the event retaliation is substantiated, disciplinary action up to and including termination may be taken.

2.11 Political Activity

2.11.1 Policy

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

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

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

2.11.2 Running for or Holding Political Office

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

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

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

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued leave time; or
- The employee may request unpaid leave per **District's** Leave of Absence Without Pay policy.

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

2.11.3 Election-Related Communications

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

2.12 Solicitation Prohibited

2.12.1 Employee Activities

Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized employee organization may be allowed pursuant to the terms of a collective bargaining agreement.

2.12.2 Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

1. Consultants and business representatives of recognized employee organizations are allowed access to employees as allowed by the specific terms of a current collective bargaining agreement.
2. Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by the **District** for payment through payroll deduction may meet with employees during designated work time at designated places or on **District** property as may be approved by the appropriate **District** representative.

2.13 Work Stoppage Prohibited

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

2.14 Use of District Property and Premises

2.14.1 Policy

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

2.14.2 Searches

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

If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The **District** may take whatever legal means are necessary, consistent with this policy, to determine whether unauthorized material, weapons of any type, or controlled substances are located or being used on **District** premises. The **District** may call upon law enforcement authorities to conduct an investigation if deemed necessary.

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

2.15 Personal Vehicle Use

At times, employees may use their own personal vehicles for work-related purposes. In these cases, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with laws, safety standards and guidelines. Employees are prohibited from transporting non-employees in personal vehicles while conducting District business unless specifically authorized to do so by their supervisor. Employee must clearly disclose any personal travel and/or annual leave to be taken in conjunction with District's business prior to travel and specific permission must be first obtained from the General Manager. Employees must also comply with all related District policies including but not limited to Workplace Safety, License/Occupational Certification, and Vehicle Liability Insurance.

2.16 Phone Policy

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

2.16.1 Personal Calls & Texts

Personal phone calls, messages, texting, audio/video recording, and other features of employee's private cell phone or the **District's** equipment, are

Limited to reasonable times during work hours.

Excessive personal communication can result in lost productivity and distract coworkers.

District-issued cell phones are to be used only for official business reasons. If an emergency situation arises and the **District-issued** cell phone must be used for a personal call or text and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call/text and, if requested, the number called.

Employees are expected to protect the **District-issued** mobile equipment from loss, damage, or theft.

2.16.2 Cell Phone Use in Vehicles

1. All employees are expected to follow applicable state and federal laws regarding the use of cell phones, or other hand-held devices at all times. Employees on duty and/or conducting **District** business at any time while operating a motor vehicle are prohibited from using cell phones while the vehicle is in motion unless using a hands-free device. This includes dialing, answering, texting, and checking messages. Employees are neither required nor expected to use a cell phone while the vehicle is in motion. Safety must come before all other concerns.
2. Employees shall pull off the road and safely stop before placing or accepting calls, texting, checking and responding to messages, unless they are using hands-free operations/devices.
3. This provision does not include passenger use of cell phones.
4. This prohibition is in effect regardless if the cell phone is issued by the **District** or is privately owned by the employee.
5. An exception to this rule is the legitimate use of cell phones by specific departments and for specific reasons as established by each department and under NRS 484B. For example, the police, fire, ambulance, and EMT departments may operate vehicles while using cell phones only in direct response to emergency calls, but must always keep safety a paramount concern.

2.16.3 Phone Use in Business Meetings

Phone use during meetings, to include texting, unless specifically required and authorized by management, should be limited and only work-related.

2.17 Information Technology

2.17.1 Policy

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

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

The District will periodically provide training to all employees on this policy and best practices in preventing phishing attempts, ransomware infections, or social engineering attempts.

2.17.2 Privacy

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

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

2.17.3 Use

1. The computers, electronic equipment, associated hardware and software, including, but not limited to electronic mail (email or instant messaging "IM") and access to on-line services, as well as voice mail, pagers, smart phones, and faxes, even when accessed from a personal device, belong to the **District** and, as such, are provided for business use. Very limited or incidental use of **District**-owned equipment by employees for personal, non-business purposes is acceptable as long as it is:

- Conducted on personal time (i.e., during designated breaks or meal periods);
- Does not consume system resources or storage capacity;
- Does not involve any prohibited uses; or
- Does not reference **District** or themselves as an employee without prior approval.

This includes, but is not limited to:

- Text which identifies **District**.
- Photos which display **District** logos, patches, badges, or other identifying symbols of **District**.
- Information of events which occurs involving **District** without prior approval.
- Any other material, text, audio, video, photograph, or image which would identify **District**.

2. Employees loading, importing, or downloading files from sources outside the **District's** system, including files from the Internet, social media sites, and any computer disk/drive, must ensure the files and disks/drives are scanned with the **District's** current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.
3. Employees may use information technology, including the Internet, and social media sites during work hours on job-related matters to gather and disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations regarding business issues.
4. An employee's use of the **District's** computer systems, telecommunication equipment and systems, and other devices or the employee's use of personally owned electronic devices to gain access to **District's** files or other work-related materials maintained by **District** constitutes the employee's acceptance of this policy and its requirements.
5. Employees must attain authorization from General Manager prior to:
 - installing copyrighted software to ensure **District** has an active license, and
 - distributing or copying property protected by copyright, trade secret, or patent, or other intellectual property.

2.17.4 Prohibited Activities

The following activities are strictly forbidden by this policy:

1. Violations of the rights of any person or entity protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by **District**.
2. Unauthorized copying of copyrighted material including but not limited to digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which **District** or the end user does not have an active license.
3. The installation of software on **District** computers without the prior approval of the Chief Information Officer (CIO) is prohibited.
4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The **District** CIO should be consulted prior to export of any material that is in question.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs).
6. Allowing access to confidential or proprietary information on **District** systems. This includes family and other household members when work is being conducted at an employee's home.
7. Using **District** equipment or systems to actively engage in procuring or transmitting materials that is in violation of sexual harassment or hostile workplace laws.
8. Making fraudulent offers of projects, items or services originating from any **District** account.

9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
10. Effecting security breaches or disruptions of network communication.
11. Port scanning or security scanning, unless conducted by or on behalf of the CIO or designee during his or her duties on behalf of **District**.
12. Executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is a part of the employee's normal job/duty.
13. Circumventing user authentication or security of any host network or account.
14. Interfering with or denying service to any user other than the employee's host (e.g., denial of service attack).
15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/intranet/extranet.
16. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
17. Any form of harassment via email, telephone or paging, whether through language, frequency or size of messages.
18. Unauthorized use, or forging, or email header information.
19. Solicitation of email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
20. Creating or forwarding "chain letters" or "Ponzi" or other pyramid schemes of any type.
21. Use of unsolicited email originating from within **District's** networks or other Internet/intranet/extranet service providers on behalf of, or to advertise, any service hosted by **District** or connected via **District's** network.
22. Physical alteration or repair of any hardware or software such as computers, laptops, printers, fax machines, phones, online services, email systems, bulletin board systems, recording equipment, copiers, monitors, mice, keyboards, or any other software that is owned, licensed by or operated by **District**; users must report any problems with hardware or software to the **District** CIO.

2.17.5 Permitted Activities

Use of **District** computers and electronic communications resources are for program and business activities of **District**. All use of such resources shall be conducted in a framework of honest, ethical and legal activities that conform to applicable license agreements, contracts, and policies regarding their intended use. Although incidental and occasional personal use of the organization's communications systems are permitted, users automatically waive any rights to privacy.

2.18 Social Networking (Social Media) Policy

2.18.1 Policy

The **District** takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, employees' use of social media

can pose risks to **District's** confidential and proprietary information and reputation, can expose **District** to discrimination and harassment claims, and can jeopardize **District's** compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the **District's** IT resources and communications systems are used appropriately as explained below, **District** expects its employees to adhere to the following guidelines and rules regarding social media use. The **District's** social networking policy includes rules, guidelines, and best practices for **District**-authorized social networking and personal social networking and applies to all **District** personnel policies.

2.18.2 General Provisions

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

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

2.18.3 Social Media Post Disclaimer

Social media postings by employees from **District** email addresses should contain the following disclaimer stating that the opinions expressed are strictly their own and not necessarily those of **District**, unless the posting is in the course of business duties:

- Any views or opinions presented in this message are solely those of the author and do not necessarily represent those of **District**. Employees of **District** are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by electronic communications.

Any such communication is contrary to **District** policy and outside the scope of the employment of the individual concerned. **District** will not accept any liability for such communication, and the employee responsible will be personally liable for any damages or other liability arising.

2.18.4 District Monitoring

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

sites. The **District** may use search tools and software to monitor use of its Internet, equipment, and facilities, for posting to social networking sites.

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

2.18.5 Reporting Violations

The **District** requests and strongly urges employees to report any actual or perceived violations of this policy to their immediate supervisor, manager, human resources, or general manager.

Employees must report any suspected phishing attempts, ransomware infections, or social engineering attempts through the Phish Alert Button (PAB) on their email app, and/or to the IT department immediately.

2.18.6 Violation of Policy

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

2.18.7 Authorized District Social Networking

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

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

2.18.8 Rules and Guidelines

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

1. Only authorized employees can prepare and modify content for the **District's** social networking sites. If an employee is required to use social media as part of assigned job duties, for **District's** marketing, public relations, recruitment, communications, or other business purposes, the content must be relevant, add value, and be approved by the

- District** in advance of posting. If uncertain about any information, material, or conversation, employees must contact their supervisor or manager, human resources, or general manager to discuss the content.
2. Note that **District** owns all social media accounts used on behalf of **District** or otherwise for business purposes, including any and all log-in information, passwords, and content. **District** owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with **District**.
 3. If an employee's job duties require one to speak on behalf of **District** in a social media environment, the employee must still seek approval for such communication from the supervisor or manager, human resources, or general manager who may require the employee to receive training before posting and may impose certain requirements and restrictions regarding the employee's social media activities.
 4. All employees must identify themselves as employees of the **District** when posting comments or responses on the **District's** social networking sites. If an employee is contacted to comment about the **District** for publication, including any social media outlet, the request should be directed to the General Manager who will then determine the response to be provided on behalf of the **District**.
 5. Any copyrighted information where written reprint information has not been obtained in advance cannot be posted.
 6. All employees of the **District** are responsible for ensuring all social networking information complies with the **District's** written policies. Management is authorized to remove any content posted on an **District** social media site that does not meet the rules and guidelines of this policy, any other **District** policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the **District** without permission or advance warning.
 7. The **District** expects all **District**-authorized guests to social networking sites to abide by all rules and guidelines of this policy. The **District** reserves the right to remove, without advance notice or permission, all guest content considered malicious, defaming, obscene, threatening, or intimidating. The **District** also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.
 8. Employees must not expose themselves or the **District** to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites visited to ensure compliance with those terms of service.

2.18.9 Personal Social Networking

The **District** respects the right of employees to use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the **District**. In accordance with provision of NRS 613.135, the **District** will not request usernames and passwords for personal social media accounts. This policy applies to all board members, management, employees, and volunteers. The **District** does not

discriminate against employees who use these sites for personal interests and affiliations or other lawful purposes.

1. Commenters are personally responsible for their commentary on social networking sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating, or libelous by any offended party, not just the **District**. Remember that what is published might be available to be read by the masses (including the **District**, future **Districts**, and social acquaintances) for a long time. Employees should keep this in mind before posting content.
2. Employees are prohibited from using **District** equipment, including computers, licensed software or other electronic equipment, or facilities on work time to conduct personal social networking activities. Employees are prohibited from using their work email address to register on social networking sites utilized for their personal use.
3. Employees shall not use social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the **District**. Social media should never be used in a way that violates any other **District** policies or employee obligations. If an employee's social media activity would violate any of the **District's** policies in another forum, it will also violate them in an online forum.
4. If employee chooses to identify oneself as an employee of **District**, note that some readers may view the employee as a spokesperson for the **District**. Because of this possibility, employees are required to state their views expressed on the social networking site belongs to the employee alone and is not reflective of the **District** or of any person or organization affiliated or doing business with the **District**.
5. Employees should use good judgment about what is posted on social media and remember that anything posted can reflect on **District**, even if a disclaimer is used. Employees should always strive to be accurate in their communications about **District** and remember that posted statements and materials have the potential to result in liability for the employee and the **District**. **District** encourages professionalism and honesty in social media and other communications.
6. Employees cannot post the name, trademark, or logo of the **District** or any business with a connection to the **District**. Employees cannot post **District**-privileged information, including copyrighted information or **District**-issued documents.
7. Authorized employees posting to **District**-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors, and suppliers on the **District** premises, nor can employees post photographs of persons engaged in **District** business without prior authorization by immediate supervisor, manager, human resources, or general manager.
8. Employees cannot post any advertisements or photographs of **District** products and services, nor use the **District** in advertisements without disclosing the employee's connection to the **District**.
9. Employees cannot link from a personal social networking site to the **District's** internal or external websites.

This policy is not intended to restrict communications or actions protected or required by federal or state law.

2.18.10 Media Contacts

If contacted by the media, press, or any other public news source about employees' post that relates to **District** business, employees are required to obtain written approval from the immediate supervisor, manager, human resources, or general manager prior to responding on behalf of the **District**.

2.18.11 Prohibition Against Retaliation

The **District** will not tolerate any retaliation by management or by any other employee against an employee who reported a violation of this policy or cooperating with an investigation. Employees who believe they have been retaliated against in any manner whatsoever should immediately notify the EEO Officer or alternative EEO Officer. The **District** will promptly investigate and deal appropriately with any allegation of retaliation.

2.19 Use of Tobacco or Smoking Products

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

2.20 Outside Employment

2.20.1 Policy

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

2.20.2 Conflicting Employment

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

1. Interferes with or negatively impacts the employee's ability to perform assigned job.
2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
3. Is conducted during the employee's work hours.
4. Requires the services of other employees during their normally scheduled work hours.

5. Makes use of the **District's** telephones, computers, supplies, or any other resources, facilities, or equipment.
6. Is represented as an activity of the **District** or an activity endorsed, sanctioned, or recommended by the **District**.
7. Takes advantage of the employee's employment with the **District**, except to the extent that the work with the **District** may demonstrate expertise or qualification to perform the outside work.
8. Requires the employee to schedule time off at specific times that could disrupt the operation of the **District**.
9. Involves employment with a firm that has contracts or does business with the **District**. Exceptions to this policy have been identified in *Code of Ethical Standards* policy.
10. Negatively impacts the public's perception of the integrity or credibility of the **District**.

2.20.3 Procedure

1. An employee must request written approval from the direct supervisor/manager for outside employment, including self-employment. The proposed outside employment may not be construed as an extension of assigned duties or responsibilities with the **District**.
2. In order to determine if there is a conflict with the employee's duties, the supervisor/manager may request information, such as:
 - The outside District's name;
 - Nature of the work performed by the outside District;
 - Whether the activity of the outside employment requires employee to disclose information obtained with **District** and/or impairs employee's independence or ethics;
 - Proposed work schedule;
 - Job location; and
 - Duties to be performed.
3. If the supervisor/manager denies the request, the employee may request a review by the department head or designee whose decision will be final.
4. The **District** may withdraw approval of the outside employment if a conflict is determined.
5. Employees who engage in outside employment which is prohibited by this policy may be subject to discipline, up to and including termination.

2.21 Personal Appearance

2.21.1 Policy

1. Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with the direct supervisor or manager.
2. Employees working in office areas should dress professionally. Appropriate attire includes, but is not limited to, slacks, khakis, capris, or crop pants (if they portray a

business appearance), knit blouses or tops, dress shirts, polo and cotton shirts, skirts and dresses, turtlenecks, sweaters, loafers, and sandals. T-shirts, and sweat suits are not appropriate office dress. Leggings are acceptable as long as they are worn with a long shirt/sweater that reaches at least mid-thigh, and maintain the professional standards set forth in this policy.

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

2.21.2 Enforcement

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

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

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

2.22 Children, Animals, and Visitors in the Workplace

To avoid disruptions to the employee and coworkers, potential distractions in serving members of the community, and to reduce personal and property liability, employees shall not bring children and/or animals to the workplace and are limited in having family and friends visit.

This policy is intended to address the presence of children and animals while the employee is on duty and does not include official functions or activities promoted by the **District** which may allow children and/or animals.

Supervisors may grant a temporary exception to the rule prohibiting children in the workplace, not to exceed one workday, to accommodate the employee. If an exception is granted, it is the responsibility of the employee to supervise and control the movements of the child. It is not acceptable to request an accommodation to bring sick children into the workplace.

The **District** understands that an occasion may arise when an employee receives a visit from a family member or friend during working hours and allows such visits, providing they are short in duration and not disruptive to other employees or the public.

2.23 Reporting Convictions, Investigations, and Change of License

2.23.1 Reporting Convictions

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

2.23.2 Reporting Investigations

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

2.23.3 Reporting Change of License

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

2.23.4 Prohibition of Threats or Coercion

An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action or to pressure another officer or employee to take reprisal or retaliatory action. The provisions of this policy shall not be used to harass another officer or employee.

In accordance with NRS 281.631, an officer or employee is required to use official authority or influence to remedy any reprisal or retaliatory action of which the officer or employee becomes aware. Use of "official authority or influence" may include taking, directing others to take, recommending, processing or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.

Employees who believe a reprisal or retaliatory action against the officer or employee for disclosing information concerning improper governmental action as defined in NRS 281.611 may file a written appeal, per NRS 281.641.

District will further comply with its obligations per NRS 281.611-671, inclusive.

2.23.5 Disclosure of Untruthful Information

This policy does not preclude the **District** from initiating proper disciplinary action against an individual who discloses untruthful information concerning improper governmental action.

2.24 Workplace Safety

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

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

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

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

2.25 Related Forms

- Acknowledgment of Ethical Standards
- Alcohol Test Informed Consent: Applicants
- Documentation for Reasonable Suspicion Drug/Alcohol Testing
- Drug/Alcohol Test Informed Consent: Current Employees
- Drug Test Informed Consent: Applicants
- Investigation Checklist
- Investigation Report Template
- Last Chance Agreement - Drug and Alcohol
- Nevada Consanguinity/Affinity Chart
- Nevada Workplace Safety Employee Rights and Responsibilities
- Notice - Designation of Equal Employment Opportunity Officer
- Outside Employment Disclosure Form
- Subsequent Injury Fund Questionnaire
- Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing

3 EMPLOYMENT

3.1 Scope

The **District** will involve department management in the recruitment, examination, and selection process.

3.2 Source of Applicant

Regular positions may be filled by applicants selected from within or outside the organization. Applications from present employees may be considered for open positions before non-employee applicants are considered. For open recruitments, the position vacancy announcement will be posted internally and externally.

Promotional recruitments limit consideration of applicants to qualified employees currently working for the **District** within a single department of the **District** (departmental/promotions) or to qualified employees currently working within the **District** (**District**-wide/promotional). Departmental/promotional recruitments shall be limited to employees in regular or introductory status who have completed at least twelve months of service. **District**-wide/promotional recruitments are limited to regular or introductory employees of the **District** with at least twelve months of service.

3.3 Job Announcements

Prior to initiating recruitment, the **District** may verify the essential job functions; identify knowledge, skills, and abilities needed, and determine what education, experience, and credentials will provide the desired knowledge, skills, and abilities.

3.3.1 Open Recruitments

The **District** will announce all vacancies for regular positions. Position vacancies will be publicized to allow potentially qualified and interested individuals to learn of employment opportunities and to encourage qualified applicants from diverse backgrounds to apply. Recruitment announcements will always be posted at the employee information board of the **District** and in such other places as the **District** feels appropriate. The announcement will normally include:

1. Title and pay range of the class of the vacancy;
2. Nature of the work to be performed, including the essential job functions;
3. Minimum as well as any preferred qualifications, including education and/or experience, knowledge, skills, and abilities, or other special criteria associated with the position;
4. License or certifications required;
5. Manner of applying (where, how and deadlines); and
6. A declaration that the **District** is an Equal Employment Opportunity (EEO) **District**.

7. Regular employees will be released from work, on paid status, to take an examination and participate in an interview held during their scheduled work time.
Casual/temporary/seasonal workers will not be paid for time taken to participate in an examination or interview.

3.3.2 Promotional Recruitments

Notice of promotional recruitments will be posted in the **District's** work locations as appropriate. When an eligible list is to be established as a result of a promotional recruitment and used to fill more than the current vacancy, the announcement will state the time period during which the list will be used and state that only the most appropriately qualified applicants will be placed on the list. The announcement will include the criteria outlined above in sub-section *Open Recruitments*, items 1-6.

Regular employees will be released from work, on paid status, to take a promotional examination and participate in an interview held during their scheduled work time. Casual/temporary/seasonal workers will not be paid for time taken to participate in a promotional examination or interview.

3.4 General Requirements for Filing of Applications

3.4.1 Application Forms

1. Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise. The District may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications submitted become the property of the District.
2. The following provisions apply to all applicants except an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.
3. Applications for employment must be made in writing on prescribed forms (whether hard copy or electronic) which will include a statement that a record of conviction will not necessarily bar the applicant from employment and certain factors will be considered, such as:
 - Whether any criminal offense charged against an applicant or committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
 - The nature and severity of each criminal offense charged against the applicant or committed by the applicant;
 - The age of the applicant at the time of the commission of each criminal offense;
 - The period between the commission of each criminal offense and the date of the application for employment; and
 - Any information or documentation demonstrating the applicant's rehabilitation.

3.4.2 Signatures

Applications must be signed by the applicant. An electronic signature is acceptable.

3.5 Application Filing Periods

Recruitment announcements will specify the application filing period. Applications must be received by the date specified. The filing period may end on a specific date and/or may allow acceptance of applications until a sufficient number of appropriately qualified applicants have applied. The **District**, consulting with department management, will determine when sufficient applications have been received.

Application periods will end at the close of the business day or at the specific time stated on the recruitment announcement. A job announcement may be cancelled at any time and for any reason as determined by the **District**.

3.6 Eligibility of Applicants

An applicant may be disqualified from further participation in the recruitment process and/or from placement on an eligible list by the **District** for material reasons, including, but not limited to:

1. The application does not indicate the applicant possesses the qualifications required for the position.
2. The application is not fully and/or truthfully completed.
3. The applicant has prior convictions that relate to the position for which the applicant is being considered as a peace officer, firefighter, a position for an agency which provides child welfare services or residential mental health treatment to children; or a position which entails physical access to computer and/or equipment used to access the Nevada Criminal Justice Information System or the National Crime Information Center, as provided for in Nevada statute, as applicable; or other positions exempted by state or federal law.
4. The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the **District**.
5. The applicant does not appear at the time and place designated for an examination or interview.
6. The applicant is a former employee of the **District** who, absent a compelling reason, quit without notice.
7. Applicant's failure to possess a valid license, certificate, permit, or occupational certification. If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, the applicant will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.
8. The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, or excessive tardiness.

3.7 Limitation of Applicant Pool to Most Qualified

The **District** may determine at any point in the recruitment process that only those applicants who are deemed most qualified for the vacancy being filled will continue to be considered.

3.8 Examination Process

3.8.1 Administration of Examinations

All examinations for initial employment, whether formal or informal, are conducted under the direction of the **District**. The techniques used in the examination process shall be consistent, impartial, practical, and relate to the qualifications and suitability of applicants to perform the job duties and responsibilities of the position.

3.8.2 Factors Evaluated

Examinations may be used to evaluate applicants' qualifications and suitability for the position. Factors evaluated through the examination process may include, but are not limited to, the knowledge, ability, skill, achievement, physical and mental fitness, and job-related competencies such as customer service skills.

3.8.3 Minimum Standards

In any examination, the **District** may include qualifying and/or competitive components and may establish minimum standards or scores for each component and/or the examination as a whole.

3.9 Interviewing Applicants

Once applications have been evaluated and a determination of whether to interview has been made, applicants may be notified as to their status.

Each applicant applying for the same position will be asked the same job-related questions and rated using the same evaluation form to measure the extent to which each applicant possesses the necessary knowledge, skills, and abilities required for the position. Whenever necessary, follow-up questions should be asked to clarify the response of the applicant. Questions which are unlawful or on inappropriate subjects must be avoided.

Applicants who are selected for an interview will be provided the pay range of the position for which was applied.

3.10 Selection

Employment decisions will be based solely on merit. Consistent with applicable federal, state, and local laws and regulations, employment decisions may not be influenced by any protected class membership or the applicant's wage or salary history. The **District** will not request usernames and passwords for personal social media accounts. The hiring manager has ultimate responsibility for selection of the applicant for hire; however, input of the other members of the interview team may be taken into consideration. The hiring manager

1666

is responsible for ensuring the selected applicant meets the required qualifications. The hiring manager will document the basis of the decision to select a particular applicant; e.g., why the applicant is the most qualified and the best fit for the position. The hiring manager should also document why other applicants were not selected; the Applicant Interview Evaluation Form is a good tool for this. The hiring manager will submit the documentation regarding the reasons the selected applicant was chosen and notify Human Resources of the selection.

In compliance with NRS 281.060(2), if all other qualifications of applicants are considered equal, the **District** will give preference first, to honorably discharged military personnel who are citizens of the State of Nevada, and second to citizens of the State of Nevada.

3.11 Correction of Administrative Errors

If the **District** should discover any administrative error regarding the process of filling a vacancy, the **District** will correct the error at any time during the duration of the eligible list. No such correction shall affect an appointment.

3.12 Reference Checks

Acquiring and providing accurate employment references is an important component of acquiring, retaining, and providing relevant information concerning employees. Therefore, the **District** is committed to adhering to the following procedure whenever conducting a reference check for an applicant for employment or when responding to inquiries from others for information regarding a current or former employee.

3.12.1 Acquiring References

Reference checks are conducted to assist the **District** in assessing an applicant's fitness for employment with the **District**. Only those employees designated by the Human Resources Department may acquire employment references. Any authorized employee of the **District** who attempts to acquire reference information on an applicant must comply with the following:

1. Obtain an **District** employment application that is signed and dated by the applicant. The applicant must have completed all relevant sections of the application.
2. Obtain authorization from the applicant by means of the applicant's signature directly on the application and/or separate release form for the release of information from former Districts, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. Applicants who refuse to sign such a release will be eliminated from further consideration for employment with the **District**.
3. Inform the applicant that the **District** will conduct a reference check and that evaluating the applicant's suitability for employment includes contacting employment and other

references, educational institutions, and personal and professional associates to verify information provided.

4. Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant's training, knowledge, skills, production, timeliness, quality of work, and ability to work with others are examples of appropriate inquiries. Discriminatory or non-work-related questions such as family or marital status, disabilities, age, and related areas are not appropriate.
5. Identify the appropriate individual(s) to question regarding the applicant's work performance, knowledge, skills, and abilities related to the essential functions of the position.
6. Adequately document the conversation and record refusals to provide information.
7. Maintain strict confidentiality of all reference information. Only employees, supervisors, or management officials of the **District** who have a demonstrable work-related need-to-know should be accorded access to such information.

*Note: For positions that require a CDL or otherwise defined as safety-sensitive positions by 49 CFR Part 382 and U.S. Department of Transportation regulations, the **District** shall obtain, pursuant to an applicant's written consent, information on the applicant's alcohol tests and/or verified positive controlled substance test results, and refusals to be tested within the preceding two years from date of application which are maintained by the previous Districts.*

3.12.2 Providing References

All requests for employment information shall be referred to Human Resources. Only those personnel designated by the **District** are authorized to release employment information to third parties.

The **District** has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the **District** maintains concerning current and former employees shall be provided upon request:

- Name
- Class/Job Title
- Dates of employment
- Rate of pay
- Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with **District's** legal counsel.
- Employment information and documented incidents regarding the character, honesty, and potential for violence of the **District's** employees may be provided to governmental Districts, including, but not limited to, any federal, state, county, municipality or city Districts, or any other private (non-governmental) **District** where the employee's character, honesty, sexual misconduct, and potential for violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions having

access to money and/or valuables. Information in this section may be provided after consultation with **District's** legal counsel.

In addition, Districts will:

- Provide information requested by public safety agencies in accordance with NRS 239B.
- Provide information requested by public schools, private schools, charter schools, university schools for profoundly gifted pupils, and/or contractors or agents who work at schools in this state in accordance with Nevada law.
- Make available to subsequent Districts upon receipt of written request from the employee or former employee, records which are required for employees in safety-sensitive positions, as defined in 49 CFR Part 382 and U.S. Department of Transportation regulations.

In accordance with NRS 239.012, a public officer or employee who acts in good faith in disclosing or refusing to disclose information and the District of the public officer/employee are immune from liability for damages, either to the requester or to the person whom the information concerns.

3.13 Background Checks

The **District** desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants, and current employees as necessary.* Background checks may include verification of employment, educational background, criminal/court history records check; credit report check; military records check; drug test for safety sensitive positions; character references, and other publicly available information deemed to be job related. In addition, if the position requires driving a vehicle, a Department of Motor Vehicles (DMV) search may be conducted. If the position involves contact with minors or with any persons having diminished capacity to care for themselves, a search of government sex offender registries may be conducted. If the position requires licensing or certification, the institution and/or licensing authority may be contacted to verify possession of education, licenses, and/or certificates.

If these background checks are conducted by external third parties (also called "consumer reporting agencies"), they will be governed by relevant provisions of the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACT). FCRA and FACT cover background checks and other investigations for prospective employees, and current employees in certain situations, such as a promotion to positions requiring additional information. FCRA and FACT specifically exclude misconduct investigations, such as unlawful harassment charges. Nevada law (NRS 613.580) restricts the use of consumer credit information to limited positions;

Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:

- The final interview conducted in person; or
- A conditional offer of employment has been made.

3.13.1 Consumer Reporting Agencies Reports

The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to: credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. These reports or checks are also called “consumer reports.” The information contained in these reports may be obtained by a consumer reporting agency from public record sources or through personal interviews with the applicant’s or employee’s coworkers, neighbors, friends, associates, current or former Districts, or other personal acquaintances. These are sometimes referred to as “investigative consumer reports.” Any information contained in such reports may be taken into consideration in evaluating an applicant’s or employee’s suitability for employment, promotion, reassignment, or retention.

3.14 Offers of Employment

3.14.1 Policy

The following provisions apply to all applicants except for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, or other positions exempted by State or federal law.

1. Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:
 - The final interview conducted in person; or
 - A conditional offer of employment has been made.
2. The **District** may, before selecting an applicant as a finalist for a position or extending to an applicant a conditional offer of employment, notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.
3. The **District** may decline to make an offer of employment or rescind a conditional offer of employment extended to an otherwise qualified applicant who has criminal charges pending against the applicant that were filed within the previous six months or has been convicted of a criminal offense only after considering:
 - Whether any criminal offense committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
 - The nature and severity of each criminal offense committed by the applicant;
 - The age of the applicant at the time of the commission of each criminal offense;

- The period between the commission of each criminal offense and the date of the application for employment; and
 - Any information or documentation demonstrating the applicant's rehabilitation.
4. The **District** shall not consider any of the following criminal records in connection with an application for employment:
- An arrest of the applicant which did not result in a conviction;
 - A record of conviction which was dismissed, expunged or sealed; or
 - An infraction or misdemeanor for which a sentence of imprisonment in a county jail was not imposed.
5. If the criminal history of an applicant is used as a basis for rejecting an applicant or rescinding a conditional offer of employment, such rejection or rescission of a conditional offer of employment must:
- Be made in writing;
 - Include a statement indicating that the criminal history of the applicant was the basis for the rejection or rescission of the offer; and
 - Provide an opportunity for the applicant to discuss the basis for the rejection or rescission of the offer with the director of human resources or a person designated by the director.

3.14.2 Job Offer Letters

1. The following procedures apply to *all applicants* except an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System (the provisions outlined in *Job Offer Letters*, *Pre-Employment Drug Screening for Safety-Sensitive Positions*, and *Other Conditions* are applicable).
- After an applicant has been selected for employment or promotion, the General Manager will notify the Human Resources Department who will extend (when applicable), the following:
 - A “conditional offer of employment pending background check” if criminal background checks are required.
 - A “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.
 - Prior to selecting the applicant as a finalist or extending letters, the Human Resources Department may:
 - Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.

- Notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

Note: All non-medical background checks must be completed before applicant is subject to medical exams.

3.14.3 Pre-Employment Drug Screening for Safety-Sensitive Positions

1. The **District** may require successful applicants for safety-sensitive positions to consent to a pre-employment screen test for drugs/prohibited substances. The **District** will advise the applicant that the presence of one or more drug metabolites may be cause for rejection from further consideration for employment, and that offers of employment are contingent upon a negative test result. The applicant may be asked to authorize the **District**, as a condition of employment, to conduct through the **District's** designated laboratory testing facility, a screen test for drugs/prohibited substances. Refusal to authorize and participate in a screen test shall eliminate the applicant from further consideration for the position.
2. The **District** may direct applicants to an appropriate collection facility. The screen test must be undertaken as soon after notification as possible, and in no circumstances later than 48 hours after notice to the applicant.
3. The **District** will advise applicants of the opportunity to submit medical documentation to support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants determining whether the applicant is lawfully using an otherwise illegal drug or prohibited substance.
4. The **District** will not extend a formal job offer letter to any applicant with a verified positive test result, and such applicant will not be considered for any vacancy of the **District** for a period of twelve months. The **District** shall disqualify the applicant on the basis of failure to pass the applicable test(s).

3.14.4 Other Conditions

1. All offers of initial employment are conditioned upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to one's identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification).
2. Human Resources will notify all unsuccessful applicants that they have not been selected, either verbally or in writing. The hiring supervisor will document any verbal notification.
3. Employees required to report the abuse or neglect of a child must be provided notice, in writing or electronically, of their duty as a mandatory reporter. The employee must sign acknowledgment of this notice which is to be filed in employee's personnel file (This requirement is not necessary if the employee is licensed, certified, or endorsed by a board in the state).

3.15 Orientation

The **District** recognizes that an appropriate and timely orientation program can aid the assimilation of new staff members. The hiring supervisor or manager will be responsible for the orientation of each new employee. Orientation may include, but is not limited to, a review of the organization and services of the **District**, work rules, standards of performance, and personnel policies and procedures including the policies relating to fair employment practices, prohibited conduct/behavior, workplace violence, alcohol and drug abuse, and workplace safety. Additionally, the supervisor or manager will ensure that the new employee:

- Has completed all new hire paperwork including payroll and benefit forms;
- Will receive or be provided access to the **District's** personnel policies;
- Has been introduced to other employees; and
- Has had the opportunity to have questions addressed.

3.16 Introductory Period

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as "at-will," will serve a twelve month introductory period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a six month introductory period. During this introductory period, the employee and the **District** have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the **District** may extend this introductory period up to twelve months when the **District** has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate. During the introductory period, the employment relationship is at-will and can be terminated by the employee or by the **District** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.

Unless otherwise provided in an applicable bargaining agreement, for law enforcement personnel, the introductory period is established as one year, with the extension period also established as one year. This introductory period may be prorated for employees working less than full-time.

The supervisor will conduct performance evaluations as outlined in *Performance Management* section of this policy manual, to ascertain the advisability of continued employment.

3.17 Failure to Appear for Work

If a selected applicant fails to report for work within the time period prescribed by the **District**, that applicant may be deemed to have declined the position.

3.18 Transfers

A transfer is a lateral move to a job in the same pay range as the employee's present position for which the employee meets the minimum education and/or experience requirement.

3.18.1 Employee-Requested Transfer

If the transfer is to another department, the employee may submit a transfer form or contact the hiring supervisor or manager, who will consider the transfer request by conducting discussions with the employee and appropriate supervisors or managers with knowledge of the employee's job performance. The hiring supervisor will also consider the employee's past performance, qualifications, abilities, and job experience as key factors in evaluating transfer requests. Approval of the transfer is at the sole discretion of the **District**.

3.18.2 Agency-Directed Transfer

A manager/department head may, after giving ten working days' notice, transfer an employee to another position in the same class or a comparable class for the purpose of providing continued services to the citizens of the **District** or other appropriate cause. A transfer pursuant to this section must not be made to harass or discipline an employee. A regular employee who is required to transfer to a geographical location more than ten miles from their current work location, and who declines the transfer, has layoff rights as provided in the Layoffs policy.

3.19 Promotions

The **District** encourages employees to apply for promotional opportunities for which they are qualified. Promotions will be based on the ability, qualifications, and potential of all applicants for the positions. Employees interested in announced positions must follow the application instructions outlined in the job announcement.

3.20 Rehire

Regular employees, or employees serving an introductory period following promotion who subsequently resign, may be rehired without undergoing any recruitment within two years of the effective date of their resignation. The rehire must be to a position in the same class or a class comparable to the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of the **District** and no former employee shall have any right to or expectation of such rehire. Background and reference checks applicable to the position will be conducted for all rehires who resigned more than six months prior to being considered for rehire.

Upon rehire, the employee shall be required to successfully complete an introductory period. No credit for former employment shall be granted in determining eligibility for leave or other benefits.

Note: Limitations exist for rehiring retired public employees (NRS 286.523).

3.21 Casual/Temporary/Seasonal Employment

3.21.1 Purpose

Because some of the **District's** work is indefinite and/or irregular with regard to schedule and duration, the **District** may need to employ casual/temporary/seasonal workers at all levels of responsibility from time to time on an as-needed basis or to work for limited periods of time at the discretion of the **District**.

3.21.2 Authorization to Hire Casual/Temporary/Seasonal Workers

In general, a casual/temporary/seasonal worker may be hired for work which will require fewer than 20 hours per week or fewer than 120 consecutive working days to complete, if the **District** has appropriated sufficient funds in the budget to pay the worker. Work requiring more hours to complete will usually require the establishment of a regular position. The **District** will not hire casual/temporary/seasonal workers to avoid establishing a regular position when the work to be performed is ongoing. However, the **District** may, from time to time, find that its best interests are served by assigning work to a casual/temporary/seasonal worker for longer than 120 days or more than 20 hours per week.

3.21.3 Duration of Casual/Temporary/Seasonal Employment

A casual/temporary/seasonal worker has no right to or expectation of continued employment or any property right regarding employment. A casual/temporary/seasonal worker may be terminated at any time, with or without cause, with or without notice, and shall have no right to appeal.

3.21.4 Employment in a Regular Position

The **District** may hire a casual/temporary/seasonal worker into a regular position only after the applicant has been found to be qualified as a result of completing an authorized recruitment and selection process for that position. The employee's service date will be determined according to the date of hire in the regular position with no credit given toward completion of an introductory period or the accrual of benefits for the time an employee was hired for casual/temporary/seasonal work.

3.22 License/Occupational Certification

3.22.1 Purpose

The **District** mandates that, if required by the current job, all employees obtain and maintain a valid license, certificate, permit, or other occupational certification issued by the state, county, city, or other applicable authority.

3.22.2 Employee Responsibilities

In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification, the employee shall immediately notify the direct supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after the license,

certificate, permit, or occupational certification has been non-renewed or revoked. Employees who do not have a valid license, certificate, permit, or occupational certification, will not meet the job requirements. Failure to meet the job requirements will result in termination.

3.22.3 Applicant's Failure to Possess a Valid License, Certificate, Permit, or Occupational Certification

Prospective applicants for a position who cannot obtain the required license, certificate, permit, or occupational certification required for the job will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.

3.22.4 Driving Records

The **District** may conduct a review of driver's license records annually for those employees required to drive as a part of their duties.

3.22.5 Vehicle Liability Insurance

Each employee whose job duties require the use of an automobile for transportation is required to possess current in force vehicle liability insurance or provide an alternate means of transportation. If at any time current in force vehicle liability insurance is not in effect, the employee must notify the direct supervisor within one working day. The following minimum vehicle liability insurance limits are recommended for all driver's: \$100,000.00 bodily injury liability per person, \$300,000.00 bodily injury liability per accident, and \$50,000.00 property damage liability.

3.23 Volunteer Program

3.23.1 Purpose

The **District** recognizes that there are benefits to members of the community to become involved in the delivery of the **District's** programs and services on a volunteer basis. Individuals have an interest in assisting public agencies by applying their knowledge, skills, and experience to a worthwhile endeavor. Also, the community and the **District** receive enhanced services because of the individual's specialized skills and commitment. Using volunteers is a true win-win situation for those willing to volunteer for the **District** and for the community.

3.23.2 Scope

This policy covers the essential elements of an effective volunteer program which is compliant with applicable state and federal regulations pertaining to the **District's** volunteers. As this policy is broad in scope, individual departments should establish additional specific requirements consistent with this policy to guide the use of volunteers within the specific program areas.

3.23.3 Planning

Prior to implementing a volunteer program, a department will develop a plan for utilizing volunteers.

1. The plan may include:
 - Job assignment descriptions for each volunteer.
 - A statement describing how and by whom volunteers are overseen.
2. The plan will include:
 - A needs assessment and a statement outlining how volunteers will be used to meet these needs;
 - A budget for any personnel costs, operating costs, and direct and indirect costs

3.23.4 Recruiting, Screening, Interviewing, and Selecting Volunteers

As with employees, the **District's** ability to meet its goals and objectives is directly related to the skill and ability of volunteers selected. Criteria for selecting volunteers will be developed in the same manner as used for selecting new employees.

The **District** prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of any protected class membership.

The recruitment, screening, and interviewing process should be planned and sufficiently thorough to result in selecting the best volunteer possible for departmental needs.

Volunteer applicants engaged in activities for the **District** shall complete the **District's** volunteer application, including an acknowledgment that the function to be performed is not a paid position and the person is truly volunteering services.

The **District** will promptly address problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer may be discontinued.

Specific requirements that apply to employees in certain occupations such as fingerprinting, detailed background checks*, and screening for drug use apply to volunteers performing similar occupations.

3.23.5 Managing Volunteers

1. Volunteers will be covered by the **District's** workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the functions performed including an orientation to the **District's** policies and procedures, departmental operating procedures, safety practices, and other relevant information.
2. Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers.
3. The **District** will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer

activity session will be recorded, along with the work performed. The **District** will remove volunteers from the roster whenever volunteers are inactive for more than thirty days.

4. Annual performance evaluations may also be completed on volunteers.
5. Volunteers serve at the pleasure of the **District** and are subject to dismissal at any time with or without cause.

3.24 Related Forms

- Adverse Action Notice
- Applicant Interview Evaluation Form
- Authorization to Conduct Employment Investigations
- Bona Fide Conditional Offer Letter
- Conditional Offer of Employment Pending Background Checks
- Disclosure to Employee or Applicant of Request for Third Party Investigative Report
- Employment Application
- Formal Job Offer Letter
- New Employee Orientation Checklist
- Notice and Authorization for Requesting Consumer and Investigative Consumer Reports
- Notification of Background Check
- Potential Rating Errors and Problems
- Prohibited Topics "Questions Which Cannot Be Asked"
- Pre-Adverse Action Notice
- Reference Check Data Collection Form
- Summary of Your Rights Under the Fair Credit Reporting Act
- Transfer/Reassignment Request Form
- Authorization to Conduct Volunteer Investigations
- Volunteer Application Form
- Volunteer Agreement, Consents and Releases, and Conditions

4 POSITION CLASSIFICATION PLAN

4.1 Policy

4.1.1 Purpose

The **District** will develop and maintain a classification plan for all positions. Classification plans categorize positions into similar duties, qualifications, and responsibilities called "classes." Each class is defined in a job description form. The job description will include: title; definition and/or distinguishing characteristics; essential functions; qualifications for employment including knowledge, skills, ability, experience and/or training required to perform the job; physical and mental requirements and working conditions; and Fair Labor Standards Act (FLSA) status (exempt/non-exempt).

4.1.2 Classification

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the essential functions, responsibilities, and authority of the position. Classification of a position shall be effective when approved by the General Manager and the Board of Trustees.
2. Positions will be allocated to the same class when the following conditions exist:
 - The same descriptive title may be used to designate the positions;
 - Substantially the same level of education, experience, knowledge, skills, ability, and other qualifications are required to perform the duties/essential functions;
 - Similar tests may be used to select employees for the positions;
 - All applicants offered employment in the class are subject to the same type of medical exam(s), if any; and
 - The same level of compensation is appropriate for the positions.
3. Classes will be allocated to a pay grade as established in **District's** Compensation Plan policy.

4.1.3 Maintenance and Revision

The **District** will periodically review the classification plan and recommend to the General Manager the revision, addition, or abolishment of classes.

4.1.4 New Positions

When a new position is to be created, the General Manager will recommend to the Board of Trustees an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the Human Resources Department to determine the appropriate classification for the duties to be assigned to the new position.

4.1.5 Reclassification

When a department manager believes the duties/essential functions of a position have changed to the extent they no longer fit within the current class, the duties/essential

functions will be reviewed and, if appropriate, the position reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in pay in the absence of a significant change in assigned duties/essential functions and responsibilities.

Reclassification must be confirmed by the General Manager.

A change in a position's classification does not constitute the sole basis for determining whether the current employee in a position will also be assigned to the new position.

The decision as to reclassification of a position shall be made by the General Manager with the concurrence of the Board of Trustees.

The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee.

Whenever a position is reclassified to a lower-level class, the current employee will be placed in the lower-level class.

4.1.6 Reallocation

A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties/essential functions and responsibilities for all positions in the class, or based upon salaries paid by other comparable Districts for comparable work.

The decision as to reclassification of a position shall be made by the General Manager.

4.2 Procedure

4.2.1 Requests for Classification Review

1. Submission Process

An employee may request classification review by submitting a written request to the General Manager who will review the request and, if appropriate, send it to the Board of Trustees with a written memorandum explaining the specific duty and responsibility changes, and a verification that the changes are to be permanent. The Board of Trustees will review the request and indicate if the request meets the Criteria for Determining the Need for Classification Review and whether or not a study will be conducted.

An employee may request the classification review be forwarded to the Board of Trustees even if the General Manager does not concur. The employee will notify the General Manager in writing to review the denied request. The reasons for disagreeing with the employee's request shall accompany any request forwarded to the Board of Trustees.

2. Criteria for Determining the Need for Classification Review

The Board of Trustees may authorize a classification review when it is believed permanent and substantial changes in the duties assigned to a position have occurred. The new duties must be clearly defined and assigned before a review is begun. The classification review may include any positions which are in the same work unit, have

related duties, or are in the same class series as the position for which classification review is requested.

4.2.2 Effective Date

1. *Reclassification/Reallocation*: The effective date of a reclassification or a class reallocation shall be the first day of the pay period following the **District's** approval of the action. If the position is reclassified or reallocated upward, the anniversary date for future pay increases shall be established as the first day of the pay period following six months in the new classification, and will not include the period for which retroactive pay is granted, as described below. If the position is reclassified/reallocated at the same level or at a lower level, the anniversary date will remain unchanged.
2. *Retroactive pay*: At the discretion of the **District**, out-of-class pay may be paid back to the date on which a formal reclassification request was made if the reclassification is subsequently approved (see Work Out-of-Class policy).

4.3 Related Forms: NONE

5 COMPENSATION PLAN

5.1 Pay Periods and Paydays

Employees are paid biweekly on Fridays. If a payday falls on a Saturday or holiday, employees are paid on the preceding workday. If payday falls on a Sunday, employees are paid on the next workday.

5.2 Workweek Defined

The workweek begins at 12:01 a.m. on Monday and ends seven days (168 hours) later at midnight on the next Sunday.

5.3 Work Time

5.3.1 Attendance

Employees are expected to work their entire assigned shifts and be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the workday, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

5.3.2 Work Schedules

The supervisor or manager shall schedule work hours according to the needs of the District.

1. Employees working a five-day, forty-hour week (designated 5/40) and shall work eight hours per day for five days in any workweek and shall receive two days off.
2. Employees working a four-day, forty-hour week (designated 4/40) shall work ten hours per day for four days in any workweek and shall receive two days off.
(General Manager approval required for a 4/40 schedule)

5.3.3 Rest Periods

Employees will be granted one 15-minute break or rest period during each shift of four or more hours. Employees may not take rest periods at the beginning or at the end of the shift. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

5.3.4 Meal Periods

Employees who work six or more hours in a workday are allowed an uninterrupted, unpaid meal period of 30 minutes or longer at or about mid-point of their workday. Supervisors or managers will be responsible to ensure that wherever and whenever possible, employees will be permitted the meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the employee will be paid for the meal period. Meal periods may not be scheduled or taken consecutively or in conjunction with rest periods.

5.3.5 Work Assignments

Work should be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled in a manner which allows maximum public access to the **District's** services. The **District** may adjust rest and meal periods from time to time to meet the needs of individual employees and/or to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the **District** to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet the **District's** needs or to respond to unforeseen or emergency situations.

5.4 Time Reporting

5.4.1 Purpose of Time Reporting

Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to assure compliance with federal and state laws, and to maintain an effective and efficient cost accounting system. (For payroll purposes, the Fair Labor Standards Act (FLSA) requires non-exempt employees report all time spent performing work.)

5.4.2 Hours Worked

Non-exempt employees will be paid for all hours worked. Hours worked include, but are not limited to:

1. Time worked before or after the normally assigned shift, or any other irregular hours, even if the employee volunteers to perform the work. Periods of six minutes or less are not considered overtime unless they occur regularly. (This provision does not apply to employees who are performing volunteer work which is unrelated to their normal job functions.)
2. Rest periods of 20 minutes or less.
3. Travel time that occurs during an employee's normally scheduled work hours, including regular days off and holidays.
4. Except as provided below, hours spent at lectures, meetings, and training activities, unless attendance is completely voluntary, outside of normal work hours, not job-related, and no other work is performed.

Employees will not be compensated for the time spent under the following conditions:

- Voluntary attendance, outside of work hours, at an independent school, college, trade school, or similar training offered by the **District** at the employee's own initiative even if the courses are related to the employee's current job or paid for by the **District**.
- Training outside of regular work hours required by law for certification for public-sector employees.

5.4.3 Position Designations - Exempt or Non-Exempt

All positions are designated as “exempt” or “non-exempt” according to federal and state laws and regulations.

5.4.4 Responsibility for Exempt or Non-Exempt Designation

The Human Resources Department will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Departments will notify the Human Resources Department when the duties of a position have substantially changed in order to ensure an accurate designation.

5.4.5 Responsibility for Time Reporting

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on the timesheet. If the supervisor believes the employee has completed the timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

All exempt employees will record all hours worked and all leave time taken whether paid or unpaid, and type of leave taken (e.g., sick leave, annual leave) on the timesheet.

5.5 Overtime

5.5.1 Non-Exempt Employees

Except as provided below, employees in positions designated as “non-exempt” will be eligible for overtime compensation as follows:

1. Employees will receive overtime compensation for hours worked in excess of eight hours in one day with the following exceptions:
 - Employees who work more than eight, but not more than ten hours in a day, will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
 - Employees who chose and are approved for a variable workday or variable 80-hour work schedule will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
 - Employees whose hours are established by collective bargaining agreements will receive overtime accordingly.
2. All overtime hours must be specifically authorized in advance by the employee’s supervisor/manager. Overtime will be compensated at time-and-one-half the employee’s regular rate of pay. An employee’s regular rate includes all payments made by the **District** to the employee. Examples of payments to be included are: on-call pay, shift differential, hazard duty pay, and longevity pay. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned unless the

correct overtime amount cannot be determined until after the regular pay period. Employees who earn overtime may, with the approval of the General Manager elect to receive compensatory time off in lieu of overtime pay. Requests for compensatory time off in lieu of overtime must be made in writing and once approved, will be placed in the employee's payroll file. Compensatory time will be earned at the rate of one and one-half hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to sixty hours. Employees will be allowed to use compensatory time within a reasonable period of request unless it unduly disrupts the operations of the **District**. At any time, the **District** may pay an employee for accrued compensatory time not used at the employee's regular rate of pay, or schedule use at its discretion.

3. Time paid but not worked, including sick leave, holidays, compensatory time off, and annual leave, does not count toward hours worked for the purpose of computing overtime hours.
4. If a non-exempt employee believes overtime under the FLSA or state law has been improperly paid, it is the responsibility of the employee to seek correction by reporting any error to the General Manager. An investigation will be conducted on a timely basis and **District** will act to correct any errors as soon as practicable.

5.5.2 Exempt Employees

Generally, exempt employees are hired with the understanding that they are responsible for accomplishing the duties required for their assigned position. It is our policy to comply with all aspects of the FLSA including its salary-basis requirements. Therefore, making any deductions from the salaries of exempt employees which are not allowed by law is prohibited.

Consistent with the FLSA and NRS, employees in exempt positions are not required to be

Subject to certain exceptions set forth in the FLSA regulations and FMLA as provided above, **District** has a bona fide annual and sick leave policy and may deduct a partial days' absence from exempt employees' accrued leave, but not from their pay or salary. Accordingly, if the employees do not have accrued leave and still work part of a day, they must be paid their full salary. However, if exempt employees do not have accrued leave or do not qualify to use leave and are absent for a full day, then the **District** can deduct from the employee's pay or salary for that full day.

1. Deductions will be made to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. The **District** will prorate an employee's salary based upon the days worked during the initial and terminal pay period of employment.
2. Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8 am to 5 pm, Monday through Friday). It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal workdays and business hours of the **District**. If, however, an exempt employee is working well beyond a 40-

hour workweek on a regular recurring basis, the **District** may examine staffing levels and the employee's work habits and procedures.

5.6 Safe Harbor

District will classify employees as exempt or non-exempt, in accordance with the provisions of the FLSA and applicable state law. Employees who believe their position is improperly classified should request a review of the classification from the General Manager. An investigation will be conducted on a timely basis and **District** will act to correct any errors as soon as practicable. The **District** will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the General Manager. The complaint will be investigated, and **District** will act to reimburse the employee if an error is found. **District** will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the "safe harbor" provisions of the FLSA.

5.7 Rates of Pay

5.7.1 Compensation Plan

Each regular position will be assigned to a class and pay grade in the compensation plan. Assignment to a pay grade will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. The **District** shall determine the pay ranges based on these considerations:

- Rates paid by the **District** for comparable work;
- Internal relationships of other job classes in the same or similar occupation;
- Rates paid by other Districts for comparable work;
- Other financial commitments of the **District**; and
- Funds available to the **District** for salaries.

The **District** may adjust the minimum and maximum for each pay range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

5.7.2 Discussion of Wages

NRS 613.330 states it is unlawful to discriminate against an employee for inquiring about, discussing, or voluntarily disclosing information about wages. This does not apply to any employee who has access to or information about the wages of other employees as part of their essential job functions and discloses that information to a person who does not have access to that information unless the disclosure is ordered by the Labor Commissioner or court.

5.7.3 Hiring Rate of Pay

The normal hiring rate is the low end of the pay range for the position's classification. The **District** may authorize advanced pay appointments.

5.7.4 Advanced Pay Hire

Fairness and equity in the administration of the compensation plan will be maintained when making advanced pay hires. The District may authorize advanced pay appointments when all of the following circumstances exist:

1. The applicant's qualifications indicate the individual will perform at a level commensurate with the requested pay;
2. Other applicants with similar qualifications not requiring an advanced level pay rate are unavailable;
3. Funds are available in the hiring department's budget to pay the higher rate; and
4. Advanced hire rate will not exceed the top end commensurate with current employees of comparable education, experience, and skill levels.

5.7.5 Pay Rate on Promotion, Transfer, Demotion, Reclassification, and Reallocation

1. Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a higher classification will move to the pay range for the new class which provides at least an approximate 6.5% pay increase, not to exceed the high end of the range for the new class. A promoted employee's pay rate shall not be less than the starting pay of the pay range for the new position. Reclassification to a class with a higher-grade level is treated as a promotion for pay purposes.
2. An employee who transfers to a position at the same grade level will retain their current pay rate.
3. Employees who apply, interview, or are offered a promotion or transfer will be provided the pay range for the new position upon request.
4. An employee who demotes to a position with a lower grade level will be placed at a pay rate in the lower grade level which is closest to their current pay rate. If the employee's pay rate exceeds the top pay rate of the lower pay range, the employee will be Y-Rated. Reclassification to a class with a lower grade level will be treated as a demotion for pay purposes.
5. Reallocation of an existing class:
 - To a higher-grade level is NOT a promotion. An employee in a class that is reallocated to a higher-grade level shall be placed in the higher grade at a pay rate closest to the current pay rate that does not provide a decrease, or lowest level of the new grade if the current pay rate does not fall within the grade range.
 - To a lower-grade level shall be placed at the pay rate closest to the employee's current pay rate that does not provide a decrease. If the employee's pay rate exceeds the top pay rate of the lower pay range, the employee will be Y-Rated (see Y-Rate policy).

5.8 Pay Increases

5.8.1 Pay Advancements Authorized

1. An employee who is currently not paid at the top of the pay range for the class is normally eligible for pay advancement on the employee's anniversary date. Raises in

pay resulting from pay advancements are based on longevity and satisfactory performance and are not automatic. A pay advancement may be granted only upon a finding by the **District** that the employee meets all of the performance requirements of the position and complies with all of the **District's** rules, regulations, and policies. An employee who is determined to be eligible for pay advancement shall move to the next higher level within the range.

2. Except when Y-Rated, an employee will not be paid a regular rate of pay above the top level of the pay range for the classification.
3. Level adjustments may be made to a supervisor to maintain an appropriate differential, not to exceed 10% between the base rate of pay of a supervisor and the base rate of pay of an employee who is in the direct line of authority of the supervisor. An adjustment may be granted pursuant to this provision if, before the adjustment, the base rate of pay of the employee is the same or greater than the base rate of pay of the supervisor.
4. Pay advancements are administered by the Supervisor, subject to the confirmation of the General Manager that there is adequate documentation that all requirements have been met.

5.8.2 Anniversary Date Pay Advancement

1. The date on which an employee becomes eligible for consideration for pay advancement is known as the anniversary date. When approved in writing, pay advancements will become effective at the beginning of the pay period in which the employee's anniversary date occurs.
2. A promotion and reclassification to a class with a higher pay range shall establish a new anniversary date.
3. A demotion or reclassification to a class with a lower pay range shall not establish a new anniversary date.

5.9 Withholding of Pay Advancements

5.9.1 Job Performance

When the **District** has determined that the job performance of an employee is less than satisfactory, the pay advancement shall be withheld. The employee's performance shall be documented, and a copy of the documentation provided to the employee.

5.9.2 Unpaid Leaves of Absence

An employee's eligibility for consideration for pay advancement shall be delayed by temporary layoffs or unpaid leaves of absence in excess of thirty working days during any twelve-month period following the employee's last pay advancement. The employee's anniversary date shall be adjusted by the total number of days of unpaid leave.

5.9.3 Granting of Withheld Advancements

The **District** may approve pay advancement at the beginning of any pay period upon finding that the employee currently meets the qualifications for an advancement. The employee's anniversary date shall be adjusted to the date on which the pay advancement is actually

granted. If pay advancement is not granted in the interim, the employee shall be considered for pay advancement on the next anniversary date.

5.10 Flat Rates of Pay

Certain job classes may be assigned to flat rates of pay in the compensation plan. Employees in classes assigned to a flat rate of pay are not eligible for pay increases.

5.11 Compensation for Casual/Temporary/Seasonal Workers

5.11.1 Rates of Pay

The **District** will pay casual/temporary/seasonal workers at the rate of pay established for the same work when performed by regular employees, or as appropriate for the type of work performed. Students receiving school credit for work may be paid at a rate established by the **District** for student interns.

The **District** may adjust the rates of pay annually consistent with general pay increases granted regular employees.

5.11.2 Pay Advancements

In July of each year, the **District** may advance casual/temporary/seasonal workers to the next level in the approved pay range for the work assigned. The **District** shall consider the qualifications and performance of the worker, the length of time the casual/temporary/seasonal worker has been assigned to the work, the rates paid to regular employees assigned similar work, and the funds available when determining whether to grant pay advancement.

5.12 Y-Rate

The **District** may pay an employee, who is reduced to a lower class as a result of reclassification or reorganization not associated with layoff or discipline and not the result of employee action or request, at the employee's current rate of pay which is above the top level of the range or between the level of the range. Similarly, an employee in a class which has its pay adjusted to a lower rate may also be paid at a rate of pay above the top level of the range. This rate shall be known as a "Y-Rate." At the discretion of the **District**, assignment to such a rate of pay is available to employees who are fully qualified to perform the work of the lower paid class.

An employee who is at a Y-rate above the top level of the range for the new (lower) class shall continue to receive the Y-rate while employed in the new class until a change in the rate of pay for the employee's new class causes the top level of the new class to be equal to or greater than the employee's Y-rate.

An employee who is at a Y-rate which is between the level of the range for the new (lower) class shall continue to receive the Y-rate until a change in the rate of pay for the employee causes the rate for the level in the range to which the employee is entitled to exceed the employee's current rate of pay.

5.13 Work Out-of-Class

5.13.1 Policy

Employees may occasionally be assigned to temporarily assume the duties of a higher-level budgeted position for a short period. In the event that such work extends beyond a short-term assignment, the **District** establishes criteria for paying employees for temporarily performing work outside the assigned duties of their current job class, and for employees temporarily assigned the duties of a management or administrative position.

5.13.2 Assignments

1. Employees may be temporarily assigned substantially all the duties and responsibilities of a budgeted, higher-level position for such reasons as:
 - the position is currently vacant,
 - the employee normally filling the position is on authorized leave, or has been temporarily relieved of all regular duties to complete a special project approved by the District, or
 - temporarily increased workload requirements.
2. The same employee shall not be assigned to the higher-level duties for more than six months unless specifically approved by the General Manager, who may extend the assignment for not more than an additional six months.

5.13.3 Employee Eligibility

To be eligible for work-out-of-class pay:

1. Employees must be formally assigned and actually performing substantially all the duties of the higher job class.
2. The pay range for the higher paid class must be at least 5.0% above the range for the employee's current job class.
3. Beginning on the twelfth consecutive workday of performing substantially all the duties of the higher-level position, employees will be paid at a rate 5.0% above their current rate of pay, or at the entry rate of the higher job class, whichever is greater, but not to exceed the top level of the higher classification.
4. The provisions of this section shall not be used to authorize additional pay to reward employees for outstanding service, or any purpose other than those stated.

5.14 Related Forms

- Request for Variable Workday Schedule

6 LEAVE PLANS

6.1 Holidays

6.1.1 Recognized Holidays

The following holidays are recognized by the **District**:

New Year's Day – January 1

Martin Luther King, Jr.'s Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Day – December 25

One Floating Holiday per Fiscal Year

Any day declared a holiday by the **District**.

Recognized holidays will be observed on the calendar days on which they fall. However, recognized holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on a Sunday will be observed on the following Monday.

6.1.2 Holiday Pay

1. Recognized holidays are typically non-workdays.
2. Employees will be paid their normal hours of work up to eight hours for each recognized holiday as long as the employee is in paid status on their regularly scheduled workday the day before and the day after the recognized holiday.
3. Casual, seasonal, temporary employees will not be paid unless they work on the holiday.
4. Employees who work a 4/10 schedule may use annual leave time or compensatory time off in order to receive 10 total hours of holiday pay.

6.1.3 Weekend Holidays

Employees will observe weekend recognized holidays as follows:

1. Employees regularly assigned to work Mondays and/or Fridays:
 - Saturday holidays will be observed on the Friday preceding.

- Sunday holidays will be observed on the Monday following.
2. Employees regularly scheduled to work on the Saturday or Sunday will observe holidays on the calendar for which they fall, unless an alternative is authorized by the **District**. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the next regularly scheduled workday, unless an alternative is authorized by the **District**.

6.1.4 Work on Holidays

Non-exempt employees who work on a designated holiday shall be paid for the holiday plus one and one-half times their base rate of pay for any time worked on a holiday. Bargaining unit employees who work on a holiday shall receive holiday pay as provided in the collective bargaining agreement.

6.2 Annual Leave

6.2.1 Annual Leave Accrual

1. All full-time employees will earn annual leave beginning from their initial date of hire as follows (Part-time employees who regularly work 20 hours or more per week will earn annual leave on a pro-rata basis):

<u>From the Beginning of the Pay Period Following Completion of:</u>	<u>Through the Pay Period During Which the Employee Completes:</u>	<u>Hours Accrued for Each Regularly Scheduled Hour on Paid Status:</u>
Initial date of employment	Three (3) consecutive years of eligible employment*	80 hours .03846 per hour
Three (3) consecutive years of eligible employment*	Seven (7) consecutive years of eligible employment*	120 hours .05769 per hour
Seven (7) consecutive years of eligible employment*	Fourteen (14) consecutive years of eligible employment*	160 hours .07692 per hour
Fourteen (14) consecutive years of eligible employment*	Nineteen (19) consecutive years of eligible employment*	200 hours 0.9615 per hour
More than nineteen (19) consecutive years of eligible employment*		240 hours .11538 per hour

2. Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.
3. Annual leave is earned and credited to the employee on a (biweekly, semimonthly, monthly) basis coinciding with pay periods. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

**Eligible employment includes all paid time in a regularly budgeted full- or part-time position.*

6.2.2 Eligibility Maximum Accrual

Accrued annual leave may not exceed 1.5 times the employee's annual accrual rate to be carried over into the next calendar year unless it is determined that the employee requested and was denied leave because of the **District's** business requirements. When allowing accrual above the maximum, the **District** will establish with the employee a specific schedule for use of the excess leave or may authorize payment for accrued annual leave, subject to funds being available in an approved budget.

6.2.3 Use of Annual Leave

No paid leave shall be taken until the completion of 6 months of employment. Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before it is accrued.

6.2.4 Annual Leave Pay at Termination

Upon termination, an employee with more than six months of continuous employment will be paid for all accrued annual leave up to a maximum of 240 hours, at 100% of the employee's last hourly rate of pay.

6.3 Sick Leave

6.3.1 Policy

1. Accrual

The **District** expects each employee to be available for work on a regular and reliable basis. The **District** will monitor attendance and leave use regardless of whether the employee has accumulated leave balances remaining in the sick leave account.

- Employees will accrue sick leave at the rate of .04615 hours per each regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours. Management employees will accrue sick leave at the rate of .05769 hours per each regularly scheduled hour worked or on paid status.
- Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods.
- Unused sick leave will be credited to the employee's sick leave balance to accrue for the entire period of the employee's employment.

2. Use of Sick Leave

No paid leave shall be taken until the completion of six months of employment. Sick leave is for use in situations in which the employee must be absent from work due to:

- One's own physical illness or injury.
- One's own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- The need to provide medical care for an ill or injured dependent child, spouse/domestic partner, or parent who resides in the employee's household. Medical care includes accompanying a dependent child, spouse/domestic partner, or parent who resides in the employee's household to medical appointments.
- Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- Any disability.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their health care provider's office, or shall notify their supervisor of their whereabouts when using sick leave.

3. Abuse of Sick Leave

Use of sick leave for purposes other than those listed above is evidence of abuse of sick leave. Abuse of sick leave may be cause for disciplinary action, up to and including termination. If abuse is suspected, substantiating evidence which may include, but is not limited to, a certificate from a health care provider may be required.

4. Illness During Annual Leave

If an employee on annual leave suffers an illness or injury which requires medical treatment from a health care provider, the employee may elect to charge that time to accumulated sick leave provided the employee furnishes the **District** with a certificate issued by the health care provider providing treatment.

5. Placing an Employee on Sick Leave

The **District** may place an employee on sick leave if the employee has an illness or condition that appears to be contagious or due to a known or suspected illness, injury, or condition and/or the employee is not able to perform the essential functions of their position.

6. Return to Work

An employee on sick leave shall notify the immediate supervisor as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The **District** may also require a statement from a health care provider certifying the employee's fitness to return to work as listed in the Procedure section below.

7. Sick Leave at Separation

Upon separation from employment due to resignation, retirement, disability, or death, an eligible employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount to be paid out is not to exceed 50% of accrued leave, provided that the employee has at least six months of service. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(s) designated by the employee.

6.3.2 Procedure

1. Leave Approval

An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The **District** shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2. Notification

Any employee who is ill or unable to report to work for any reason shall notify the immediate supervisor no later than one hour before the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify the immediate supervisor daily or at appropriate intervals agreed on by the supervisor of the employee's condition. The **District** may deny sick leave requests which are not in compliance with this policy.

3. Health Care Provider's Certification

The **District** may require an employee who has been absent for three or more days to provide a health care provider's certification that the illness/injury incapacitated the employee from performing assigned duties, was necessary for the employee to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. A health care provider's statement is required when specifically requested by the supervisor or manager.

6.4 Family and Medical Leave

6.4.1 Policy

Public Districts are covered under the Family and Medical Leave Act (FMLA) and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. District will provide employees Form WHD-1420 and are also required to post and keep posted the notice in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

Employees who have been employed by the **District** for a total of 12 months and worked for the **District** at least 1,250 hours during the preceding 12-month period and are

employed at a work site where 50 or more employees work for the **District** within 75-surface miles of that work site are eligible for FMLA leave.

The **District** does not employ 50 or more individuals; therefore, employees are not eligible for FMLA leave benefits.

6.5 Leave of Absence Without Pay

6.5.1 Policy

The **District** may approve leaves of absence without pay for up to six months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the **District's** needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to six months at the sole discretion of the **District**. Exceptions for leave beyond six months may be provided as required by law. The **District** will require the use of all accrued paid leave prior to granting leave without pay.

6.5.2 Procedure

1. Approval – 30 Days or Less

Leaves of absence without pay not exceeding 30 days may be granted by the **District** with substantiating documentation.

2. Approval – More Than 30 Days

The **District** may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section and substantiating documentation as requested by **District** is provided.

3. Purpose

Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the **District** determines that the granting of such leave is in its best interest.

4. District Termination of Leave

The **District** may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five business days or by a later-approved alternate date. In the event the **District** terminates a leave of absence, the employee will be returned to the same class or position occupied when the leave of absence was granted.

5. Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit continuation regulations, or as required by other laws or statutes.

6. Return from Leave

Employees on approved leave of absence without pay are required to return to work on the first workday following the end of leave at their regularly scheduled time. An employee who does not return from a leave of absence without pay on the first workday at the regularly scheduled time following the end of a leave will be considered to have resigned.

7. Introductory Period

If an employee is granted unpaid leave during the employee's introductory period, the introductory period will be extended by the number of days of leave taken by the employee during the introductory period.

8. Medical Reason for Leave

The **District** may require a health care provider's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay. The **District** may also require a statement from a health care provider certifying the employee's fitness to return to work no later than the date of return.

9. Anniversary Date

An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of 15 days during any 12-month period. (See special provisions for *Military Leave* sections below.)

10. Benefit Accrual

If an employee is on unpaid leave for more than one-half of regularly scheduled work hours in any pay period, no leave benefits shall be accrued during this period, nor shall the **District** contribute toward the cost of insurance benefits.

11. Outside Employment

An employee is prohibited from engaging in outside employment during an approved leave of absence if the job conflicts with the reason the employee is on leave; e.g., an employee is on leave due to a back injury and works a job requiring heavy lifting. All other requirements of **District's** Outside Employment policy apply.

6.6 Court Leave

6.6.1 Policy

The **District** will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided that neither employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

6.6.2 Compensation

Subject to the following conditions, eligible employees shall receive their base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled workdays and hours of work. Casual, seasonal, or temporary employees will be granted time off without pay.

1. The employee's base rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
2. Upon completion of jury/court/witness service for which the employee received regular pay, the employee will immediately forward any compensation received from the court or other party to the **District** upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the **District** has reimbursed the employee for such expenses or such expenses were paid by the **District**.
3. An employee shall not receive pay for the work time missed if the employee is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the **District**. However, the employee may choose to use accrued annual leave.

6.6.3 Late Start/Early Release

1. An employee who is serving as a witness and is not required to report to court until after the start of their workday or who is released from court before the end of the scheduled workday shall report to work for the hours which are not required for court duty or for related travel time.
2. Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service lasts four hours or more, including time going and returning from court, the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.

6.7 Bereavement Leave

A full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of twenty-four hours of bereavement leave per each occurrence within six

months of death unless otherwise approved by the **District**. Bereavement leave longer than twenty-four hours may be charged to accumulated sick leave, up to a maximum of sixteen additional hours, with the advance approval of the **District**. Employees who are not regular full-time or part-time employees may take up to twenty-four hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. Casual, seasonal, temporary employees are not eligible for bereavement leave.

6.8 Military Leave under Federal Law

6.8.1 Policy

Employees who are members of the uniformed services are entitled to military leave and to reemployment rights as provided in 38 USC, sections 2021-2024, and 4302 et. seq. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

6.8.2 Notice and Notification

1. The **District** will provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the **District** customarily places notices for employees.
2. The **District** may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable.

6.8.3 Compensation and Benefits

1. Leave Without Pay

The **District** will treat the employee the same as any other employee on leave without pay. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay.

2. Health Insurance

There is no impact to the employee's insurance coverage, including life insurance that is included in the health insurance package if the service is 30 days or less. During the 30-day time period, the **District** and employee premium payments or obligations, if any, remain unchanged. If the service is for more than 30 days, and the employee is in leave without pay status, the employee may then continue coverage similar to that required by the COBRA for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see Reemployment, Section 6.8.4. below). The **District** will reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods.

3. Seniority

An employee is entitled to the seniority (and rights and benefits governed by seniority) accrued at the commencement of military leave, plus any additional seniority rights and benefits the employee would have attained if the employee had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. The **District** will count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the **District** will count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The **District** is not required to accumulate annual or sick leave for an employee during the absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

4. Retirement

Time served will be counted as work time for purposes of retirement. The **District** will make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The **District** contribution will be based on the rate of pay the employee would have been paid had the employee not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience.

5. Death or Disability

If an employee does not return to work due to death or disability, the survivor or disability benefit will be treated as if the employee had been working until the date of the death or disability. The **District** will make the retirement contribution up to the date of the death or disability.

6. Other Leave

The **District** will count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

6.8.4 Reemployment

An employee has certain report-to-work obligations following military service. Eligible returning service members will be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:

1. *Service of one to 30 days:* The beginning of the next regularly scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
2. *Service of 31 to 180 days:* Application for reinstatement must be submitted not later than 14 days after completion of military duty.
3. *Service of 181 or more days:* Application for reinstatement must be submitted not later than 90 days after completion of military duty.

The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the **District** will make reasonable accommodations for the disability.

Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same **District**. Time spent in National Guard and reservist training does not count towards the five-year period.

6.8.5 Discharge

If time served is greater than 30 days, but less than 181 days, an employee may not be discharged within 180 days of reemployment, except for just cause. If time served is greater than 180 days, an employee may not be discharged for one year, except for just cause.

6.9 Military Leave under Nevada Statute

6.9.1 Policy

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.

6.9.2 Procedure

1. Upon employee's or public officer's request, **District** will relieve employee or public officer of duties with pay to serve under orders for training or deployment for a period of not more than the number of hours equivalent to 15 working days in a 12-month period.
2. The **District** is not required to pay the public officer's or employee's pay after 15-working days (or hours equivalent).
3. Public officer's or employee's accrued vacation time may not be deducted during the leave. If public officer or employee requests additional time beyond 15 working days, public officer or employee may choose to use annual leave and compensatory time off, if any, before going on leave without pay. The **District** will treat the public officer or employee the same as any other employee on leave without pay.
4. The 12-month period designated by **District** in number 1 above is the calendar year.

6.9.3 Participation in Training, Active Service or Duty, or Other Required Meetings

As provided in NRS 412.139, **District** may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member assembles for training, participates in field training, is ordered to active service, or otherwise meets as required.

6.10 Emergency Conditions/Disaster Leave

6.10.1 Emergency Volunteer Service

An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule oneself for on-call duty during work hours.

6.10.2 Emergency Road Conditions

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular pay. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at home, all reasonable attempts should be made to notify the immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or accrued compensatory time.
2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, the employee may request to use annual leave or accrued compensatory time to complete the normal work period.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee's reasoning, the final decision shall be made by the **District** on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

6.10.3 Disaster Area Declaration

1. "Disaster Area" is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Non-exempt employees who are unable to report to work due to a disaster may request to use accrued annual leave or compensatory time as compensation for scheduled time not worked. Exempt employees who are unable to report to work due to a disaster shall use accrued annual leave as compensation for scheduled time not worked as provided for in the Exempt Employee policy.
2. Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the **District's** operation is open and functioning. An employee who has made such an effort yet fails to report to work under such declared "disaster" conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.

6.11 Leave for Nursing Mothers

6.11.1 Policy

As required by federal law, NRS 281, and the Nevada Pregnant Workers' Fairness Act, the **District** will provide paid or unpaid reasonable breaks each time an employee needs to express breast milk for her nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The **District** will furnish a private space, other than a bathroom, that is reasonably free from dirt or pollution, protected from the view of others and free from intrusion by others where the employee may express breast milk.

If complying with this policy will cause an undue hardship for the **District** considering the size, financial resources, nature, and structure of the District's business, the **District** may meet with the employee to agree upon a reasonable alternative.

6.11.2 Prohibition Against Retaliation

The **District** will not tolerate any retaliation by management or by any other employee against an employee who exercises rights under this policy. Employees who believe they have been retaliated or discriminated against in any manner whatsoever should immediately notify the reporting officer or the alternate. The **District** will promptly investigate and deal appropriately with any allegation of retaliation.

6.12 Related Forms

- Designation Notice (FMLA Form WH-382)
- Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA Form WH 1420)
- Leave of Absence Authorization Form
- Nevada Consanguinity/Affinity Chart
- Notice of Eligibility and Rights & Responsibilities (FMLA Form WH-381)
- Notice of Intent to Return to Work After Leave of Absence (Non-Medical)
- Notice of Intent to Return to Work After Medical Leave of Absence

7 BENEFITS

7.1 Health Insurance Coverage

7.1.1 Eligibility

Eligible employees as defined in the group health insurance plan are eligible to enroll in the group health insurance plan effective the first of the month following sixty days of employment. Dependents of employees, as defined in the current plan document, are also eligible for coverage under the insurance plan at the employee's expense. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

7.1.2 Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

7.1.3 Plan Changes

The **District** will, from time to time, evaluate the health coverage plan that is offered and make adjustments, as the **District** deems appropriate, in the level of coverage and the amount of premium cost to be paid by the **District**. Affected employees will be notified of any plan changes.

7.2 Life Insurance Coverage

7.2.1 Eligibility

Eligible employees, as defined in the life insurance plan, are covered by an District-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following sixty days of employment.

7.2.2 Policy

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Human Resources Department.

7.2.3 Coverage

Eligible employees are covered by a life insurance policy in the amount of \$25,000.

7.3 Retirement

As defined in NRS 286, the **District** is considered a public District and employees in positions considered to be half-time or more, according to the full-time work schedule for at least 120 consecutive workdays, are covered by the Public Employees Retirement System (PERS). Eligibility for membership in PERS for elected officials is covered in NRS 286.293. Eligibility for membership in PERS for district judges, justices of the peace, and municipal judges is covered in NRS 1A.

7.4 Workers' Compensation

Employees are insured under the provisions of the State Workers' Compensation Act for occupational injuries and diseases that arise/arose out of and in the course of their employment. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within 24 hours of the accident, injury, or illness. Failure to report may impact workers' compensation benefits. Employees are also required to complete and submit to the **District** the Form C-1 within seven days of the accident, injury, or illness regardless of whether medical attention was received.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

1. When an employee is eligible at the same time for benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, and for any leave benefit the employee may, by giving notice to the Human Resources Department, elect to continue to receive normal pay instead of the benefits under those statutes until all accrued sick leave, comp time, annual leave, or approved catastrophic leave (if any), in this order, is exhausted. The **District** will notify the Workers' Compensation Administrator of the election. The **District** will continue to pay the employee's normal pay, but charge against the employee's accrued leave time as taken during the pay period an amount which represents the difference between normal pay and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under NRS 616A to 616D, inclusive, or NRS 617 for that pay period.
2. When the employee's accrued leave time is exhausted, payment of normal pay under subsection 1 must be discontinued and the **District** will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.
3. An employee who declines to make the election provided in subsection 1 may use all or any part of the leave benefit normally payable to the employee while directly receiving benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, but the amount of leave benefit paid to the employee for any pay period must not exceed the difference between normal pay and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those statutes for that pay period.
4. If the amount of the employee's leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
5. An employee may decline to use any part of the leave benefit normally payable to the employee while receiving benefits under NRS 616A to 616D, inclusive, or NRS 617. During that period of time, the employee will be considered on leave of absence without pay.

7.5 Transitional Duty

7.5.1 Policy

The **District** is committed to providing work, when possible, for employees who have been restricted by a treating health care provider due to a work-related injury or illness. Such work will be provided subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating health care provider. Every effort will be made to place employees within their own departments. If necessary, an employee will be placed wherever appropriate work is available.

7.5.2 Compensation

While on transitional duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their pay charged to their regular department.

7.5.3 Duration and Conditions of Transitional Duty

An employee on transitional duty must furnish a written update from the health care provider to the workers' compensation coordinator after each visit in order to remain in the reassigned job. Transitional duty assignments are limited to a period of 90 days, subject to review.

7.6 Deferred Compensation

Employees may defer a portion of their taxable income by participation in a deferred compensation plan as provided for in NRS 287.

Initial enrollment may be made at any time during the year for earnings beginning the first of the month following enrollment. Changes in contribution are governed by the terms and conditions of the particular plan.

Only income earned after the effective date of initial or increased participation can be deferred.

Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. In the event of an unforeseeable emergency, the employee may withdraw a portion of the account needed to pay for the emergency. The IRS defines the conditions for and requires **District** approval of early withdrawal on a hardship basis. The General Manager and/or Human Resources Department will review and approve all requests for early withdrawal.

7.7 Educational Assistance

The **District**, subject to availability of budgeted funds, may provide educational assistance for tuition and/or fees, other than books, for career-related education. The following qualifications must be met:

1. Employees must be in a regular full-time status.
2. The course must be taken from an accredited institution of higher learning or an **District**-approved adult education class.
3. The course must be job-related or be required for a degree that is job-related. An employee must request approval for educational assistance from the Department Supervisor. Upon approval by the Department Supervisor the request will be forwarded for review and approval by the General Manager. If approved, the request for payment will be forwarded to the Accountant. Such approval may be conditioned upon meeting commitments for continuing employment and/or job-related conditions. Employees who do not complete the course with a notice of "satisfactory" or grade of "C" or better, or who voluntarily terminate their employment within six months of receiving educational assistance must reimburse the **District** for the full amount of the assistance provided.

7.8 Related Forms

- Transitional Duty Letter
- Workers' Compensation Benefits Leave Option Form

8 TRAVEL EXPENSES

8.1 Policy

Employees will be reimbursed for reasonable travel expenses which are required for the performance of their assigned duties and which are appropriately authorized.

To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed as required below.

Reimbursement shall be made only for expenses actually incurred, paid, and authorized under this policy and procedure.

8.2 Allowances

8.2.1 Mileage

The **District** will attempt to make a vehicle available to employees to use for official travel. If there are no **District** vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the Internal Revenue Service (IRS). If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

8.2.2 Lodging

Moderate cost lodging should be pre-arranged at a location nearest to the meeting/training site as possible. Reimbursement will be based on the cost of a single room if available. A receipt is required for reimbursement of incurred lodging expenses.

8.2.3 Meals

1. The cost of meals shall be reimbursed as allowed by the State of Nevada. Up to a 15% gratuity is allowable.
2. If the cost of meals purchased exceeds these allowances, the employee may apply to the General Manager for a variance on the allowances by submitting such request with the original receipts and an explanation for the expenditures.
3. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of breakfast only if required to leave the normal work location prior to 6 am and return to such location after 10 am.
4. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of lunch only if required to leave the normal work location prior to 10 am and return to such location after 3 pm.
5. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of dinner only if required to leave the normal work location prior to 4 pm and return to such location after 8 pm.

6. No reimbursement shall be allowed for any meal which is provided or made available to an employee as part of the cost of a meeting, class, or other function, regardless of whether the employee partakes of the provided meal or purchases the meal elsewhere.

8.2.4 Other Expenses

Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed.

8.2.5 Unallowable Expenses

1. The **District** does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco or smoking products, or expenses unrelated to the business purpose of the travel as determined by the General Manager.
2. The **District** discourages combining personal travel with business travel due to the public's perception regarding use of **District** funds. Employees must clearly disclose any personal travel and/or annual leave to be taken in conjunction with **District** travel. An employee's family or guest may accompany the employee on **District** business, provided travel is not in an **District** vehicle. The **District** will not, however, pay any additional expenses so incurred.

8.3 Processing

8.3.1 Claims

All claims with required receipts for travel expenses are to be submitted to the General Manager for approval within thirty days following the trip.

8.4 Related Forms: NONE

9 EMPLOYEE SEPARATION

9.1 Resignation

9.1.1 Notice

Employees are requested to provide at least two weeks' notice, in writing, to their supervisor or manager of their intent to resign from their employment. At the sole discretion of the **District**, an employee may withdraw a resignation at any time prior to its effective date. An employee's failure to give appropriate notice when resigning may constitute cause for denying reemployment with the **District**.

9.1.2 Return of District Property

When resigning or being terminated, an employee must return all **District** property including clothing, keys, credit cards, employee ID, tools, equipment, and other items of value prior to the last day of employment.

9.1.3 Job Abandonment

The **District** may consider employees who are absent from work without approved leave for a period of three consecutive workdays to have abandoned their position and, thus, to have resigned. An employee who has completed an introductory period and contacts **District** within five workdays of the first absence may be provided an opportunity to explain the absences prior to **District** finalizing the separation.

9.1.4 Final Paycheck

The **District** shall issue a paycheck by the next payday following the effective date of resignation or discharge.

9.2 Layoffs

The **District** may lay off employees because of lack of work; lack of funds; material change in duties or organization; or in the interests of economy, efficiency; or for other appropriate causes, as determined by the **District**. In cases where the application of this policy conflicts with a collective bargaining agreement that is in effect between a recognized employee organization and the **District**, the provisions of the collective bargaining agreement shall govern.

An employee hired for a project of limited duration (e.g., grant funded) will not be afforded rights relative to layoff at the end of the funding period unless, at the time of hire, the **District** elected to grant layoff rights to the employee.

9.2.1 Alternatives to Layoff

Whenever a layoff is anticipated, the **District** will notify employees whose jobs may be affected and explain all available options to them. The **District** will make reasonable efforts to integrate affected employees into other available positions. The **District** may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

9.2.2 Order of Layoffs

The order of layoff among employees in the same class within a department will be as follows: employees serving an introductory period will be considered first, and then all other employees will be considered.

In deciding which regular employees shall be laid off and which retained, the **District** shall consider job-related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, and disciplinary records; performance evaluations while with the **District**; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the **District** shall retain the employee with the most time served since the current hire date.

9.2.3 Designation of Employees to be Laid Off

In the event of a layoff, Human Resources shall provide the International Union of Operating Engineers Stationary Local 39, AFL-CIO and General Manager with a list designating the class, position, and names of employees to be laid off. The General Manager shall be responsible for providing the rationale for selecting particular employees within the same job class for layoff. The Human Resources Department shall review the list for conformance to **District** policy.

9.2.4 Layoff Notice

Upon confirmation of the layoff list, the Human Resources Department shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be hand-delivered or sent by certified mail, return receipt requested, to the current address on record or via email utilizing the read receipt function to the affected employees at least fourteen days prior to the expected date of layoff.

9.2.5 Reinstatement

Employees who have been laid off shall be placed on one or more reinstatement lists. All employees laid off from positions in the same class shall be placed on a single reinstatement list without regard to department. A laid-off employee may request and receive placement on a reinstatement list for any job class in which the employee previously held post-introductory status. When a vacancy occurs in the same job class for which a reinstatement list exists, the District shall fill the vacancy using the appropriate reinstatement list.

9.2.6 Reinstatement Process

The most recently laid-off employee on the applicable reinstatement list who is qualified for the position and is willing to accept employment in the class and department where a vacancy exists shall be reinstated. The District may select the most appropriately qualified employee based upon the same considerations described under *Order of Layoffs* section. An employee reinstated to a position in the same class and department as held prior to the

layoff will not be required to serve an additional introductory period, provided the required introductory period had been served prior to layoff.

9.2.7 Duration of Reinstatement List

The names of employees laid off shall be maintained on a reinstatement list for one year from the date of layoff. Persons on this list who are hired in positions in the same or (should they apply for and be selected for a vacancy) higher class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active. Persons who refuse reinstatement to a position in a lower class from which the layoff occurred shall remain on the reinstatement list for the designated period of time the reinstatement list is active.

9.3 Related Forms

- Employee Separation Checklist

10 PERFORMANCE MANAGEMENT

10.1 Statement

The **District's** performance management system is designed to be a formal, objective, consistent, and ongoing process to assess the on-the-job effectiveness of each employee by communicating to the employee the status and the objectives and standards of performance which the employee is expected to achieve. The **District** views performance management as an ongoing process that focuses on the future and continued improvement.

10.1.1 Purpose

The performance management process exists to ensure timely and periodic two-way communication between employees and supervisors regarding job performance. This process is designed to:

1. Clarify the **District's** goals and link them to performance expectations.
2. Assist employees in reaching their full potential by identifying training needs and developing specific plans for continual improvement.
3. Identify and document performance achievements and deficiencies.
4. Provide ongoing opportunities for supervisors to coach and encourage personal development and improved job performance.

Performance evaluations, whether formal or informal, do not create a contract or other right to continued employment.

10.1.2 Ongoing Communication Regarding Performance

It is the policy of the **District** and the responsibility of each supervisor to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth.

10.1.3 Frequency of Performance Evaluations

Formal performance evaluations are to be conducted a minimum of once a year. Additionally, supervisors shall conduct formal evaluations at the following times:

1. For new employees, no later than twelve months after initial hire.
2. Six months following transfer to a new position within the same class.
3. When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.
4. Within three months following an evaluation documenting that the employee's performance needs substantial improvement. (The **District** encourages frequent, ongoing meetings between the employee and supervisor.)
5. At any other more frequent interval as the supervisor deems appropriate. In addition, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

10.1.4 Written Record

Formal evaluations will be in writing, utilizing the approved performance evaluation form. All information on the form shall be consistent with the information communicated verbally during the performance evaluation meeting with the employee. Employees will be allowed an opportunity to comment on the evaluation, sign the forms, and receive a copy. A copy of the evaluation, along with any written comments by the employee, will be placed in the employee's master personnel file.

10.1.5 Personnel Actions Resulting from Performance Evaluations

Personnel actions, whether positive or adverse, are based on an assessment of the overall performance and behavior of the employee, rather than on a single performance evaluation.

Substandard performance or violation of a policy or procedure which necessitates disciplinary action is not part of the performance evaluation process and will be addressed as provided in the *Disciplinary Actions and Appeals* section of these policies.

10.1.6 Employee Involvement

Supervisors will conduct evaluations in a private meeting with the employee. The **District** strongly encourages employee participation in the performance evaluation process.

Opportunities for participation include the following:

1. Supervisors providing employees with an opportunity to present a self-evaluation which the supervisor may then consider prior to and discuss during the evaluation meeting.
2. Discussions between the supervisor and the employee for the purpose of establishing performance expectations or goals for the next evaluation period.
3. If requested by the employee, a discussion with the next level supervisor to review any disagreements over a performance evaluation.

10.2 Related Forms

- Employee Performance Review
- Let's T.A.L.K. Preparation Form
- SMART Goals Form

11. DISCIPLINARY ACTIONS AND APPEALS

11.1 Discipline and Appeal

11.1.1 Justification for Discipline

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

1. Conduct unbecoming an employee in the **District's** service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the **District** or erodes the public confidence in the **District**.
2. Falsification of or making a material omission on forms, records, or reports including applications, timecards, and other **District** records.
3. Absence from work without permission or without notification to an appropriate supervisor/manager, habitual absence or tardiness, or misuse of sick leave.
4. Unauthorized possession, removal, or use of the **District's** property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
5. Insubordination, refusing to follow directions, or other unprofessional conduct directed toward a supervisor/manager.
6. Harassment, bullying, or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the **District**, or anyone present on premises owned or controlled by the **District**.
7. Actual or threatened violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion.
8. Possession or inappropriate use of drugs, prohibited substances, or alcohol on property owned or controlled by the **District** or while on duty or during an on-call status.
9. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the **District**.
10. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or oneself.
11. Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
12. Violating or failing to comply with federal, state, or local law or the **District's** policies, rules, regulations, and/or procedures.
13. Unsatisfactory work performance.

11.1.2 Forms of Disciplinary Action

Disciplinary action includes, but is not limited to, one or more of the following:

1. Verbal warning
2. Written reprimand
3. Suspension*
4. Pay reduction*
5. Demotion
6. Termination

Employees' signed copies of the above items 1-6 will be placed in employees' master personnel files, and a copy provided to employees.

**Exempt employees are subject to the following rules regarding disciplinary pay reductions and unpaid suspensions:*

- Pay reductions imposed as a penalty may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.
- Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments and must be imposed pursuant to a written policy applicable to all employees.
- Unpaid suspensions for performance issues will be made in full-workweek increments.

11.1.3 Due Process

Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the **District** will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action. Employees who are covered by a collective bargaining unit may exercise their rights under either this policy or applicable collective bargaining contract, but not both.

1. Written Notice

In situations where the proposed disciplinary action involves a suspension, a reduction in pay, a demotion, and/or termination, written notice of the proposed disciplinary action will be hand-delivered or sent certified mail to the employee. The notice will include the following information:

- The nature of the disciplinary action proposed;
- The effective date of the proposed disciplinary action;
- A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
- A statement advising the employee of the right to file a written response, or to submit a written request for a pre-disciplinary conference with the General Manager within five workdays of receipt of the notice of proposed disciplinary action; and
- A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal unless otherwise provided by law.

2. Employee Review

By request, the employee will be given the opportunity, as soon as practical, to review the documents or other evidence (except for confidential and privileged documents). If the employee requests, the **District** will provide a copy of the documents used to support the proposed disciplinary action.

3. Conference Prior to Implementation

When the employee requests a conference after receipt of the proposed disciplinary process, but prior to any disciplinary action being imposed, the General Manager will schedule a meeting with the employee and the employee's representative (if the employee requests a representative be present) in a timely manner to review the reason for and basis of the proposed disciplinary action. At this conference, the employee will also be provided with an opportunity to present relevant information which may impact the nature or severity of the proposed disciplinary action.

4. Implementation of Discipline

No later than five workdays from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the General Manager will issue a written decision to the affected employee. The written decision will inform the employee that:

- The proposed disciplinary action will be implemented; or
- The proposed disciplinary action will be modified, with an explanation; or
- The proposed disciplinary action is rescinded, with an explanation.

5. Appeal

- The affected employee may appeal the disciplinary action to the Board of Trustees by filing a written appeal with the Board of Trustees within five workdays of the date of receipt of written notification of the disciplinary action. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an employee fails to file a written appeal conforming to these requirements within the prescribed time limit, the

employee is deemed to have waived the right to appeal unless otherwise provided by law.

- After an employee has submitted a timely appeal to the Board of Trustees a date will be set for a disciplinary appeal hearing. At such appeal hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The appeal hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the appeal hearing process shall not invalidate the decision rendered. The Board of Trustees will issue to the parties a decision following such hearing within five workdays. The decision of the Board of Trustees is final and may only be appealed as provided for in a collective bargaining agreement if applicable, and/or as provided by law.

If the final decision-maker served or could have served as a witness in the behavior/conduct leading up to the intended disciplinary action, or otherwise has a conflict related to the situation, an alternative decision-maker who does not come under the authority of the final decision-maker will be selected in collaboration with the **District's legal counsel and/or designee which may include outside legal counsel retained by the **District**. The alternative decision-maker will be a person who is a functional equivalent for the decision-maker, but who does not otherwise have a conflict, whether perceived or actual. The selection of the alternative decision-maker is final and appeals will not be allowed.*

11.1.4 Administrative Leave During Disciplinary Proceeding

By notifying the employee in writing, the **District** may place an employee on administrative leave, with or without pay pending an investigation of alleged misconduct or performance deficiencies, prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. An employee placed on administrative leave without pay who is later reinstated without punitive disciplinary action being imposed will be reimbursed for any pay lost during the administrative leave.

11.2 Related Forms

- Intent to Discipline Form
- Sample Last Chance Agreement – Performance and Behavior
- Sample Last Chance Agreement – Drugs and Alcohol
- Verbal Warning Form
- Written Reprimand Form

12. DISPUTE RESOLUTION

12.1 Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between the **District** and an employee pertaining to the application of the **District's** personnel policies, or an allegation by an employee that the **District** has failed to provide a condition of employment established by the **District**. The term "dispute," as used herein, shall exclude the following:

1. Disciplinary action.
2. Complaints for which the **District** provides an alternate dispute resolution process.
3. Any impasse or dispute in collective bargaining negotiations.
4. Any matter within the scope of representation for employees in a recognized bargaining unit.
5. Any matter which may be or has been grieved under an applicable collective bargaining agreement.
6. Termination of an introductory employee.
7. Termination of an at-will employee.

12.2 Prohibition Against Retaliation

The **District** shall not restrain, coerce, retaliate, interfere with, or discriminate against any employee based on the employee's use of the dispute resolution process.

12.3 Time Limits

1. The time limits set forth herein are essential to the dispute resolution process and shall be strictly observed. The time limits may be extended by written agreement, signed by the employee and the **District**.
2. If, at any stage of the dispute resolution process, the employee is dissatisfied with the decision rendered, the employee shall be responsible for submitting the dispute to the next designated level within the delineated time limits. If the employee fails to submit the dispute to the next designated level within the time limits imposed, the dispute resolution process shall be considered terminated, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not qualify for further appeal or reconsideration.
3. If the appropriate **District** representative fails to respond within the time limits specified, the employee has the right to proceed to the next step within the prescribed time limits. Any such failure by an **District** representative shall not constitute an admission of the validity of the dispute.

12.4 Dispute Resolution Process

12.4.1 Step 1. Discussion with Immediate Supervisor

1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within ten workdays of the action causing the dispute or of

the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than six months from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee (except as otherwise provided by law).

2. The immediate supervisor shall verbally respond to the employee within ten workdays of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

12.4.2 Step 2. Formal Written Notice of Dispute

1. In the event the employee believes the dispute has not been satisfactorily resolved at Step 1, the employee may submit the dispute, in writing, to the General Manager within five workdays after receipt of the immediate supervisor's verbal response. The employee shall file one copy with the Human Resources Department. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
 - Fully describe the dispute and how the employee was adversely affected.
 - Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
 - Indicate the date(s) of the incident(s).
 - Specify the remedy or solution to the dispute sought by the employee.
 - Identify the employee and be signed by the employee.
 - Identify the person, if any, chosen by the employee to be the representative.
2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the **District** and the employee. However, corrections in citations can be made at any time by the employee or the employee's representative.
3. The department supervisor shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten workdays of the meeting outlining the reasons behind the decision.
4. Any dispute resolved at this step shall be subject to the review and confirmation of the Human Resources Department before the resolution is effective. Such review will occur within ten workdays and the confirmation shall be final and binding.

12.5 Related Forms: NONE

13. DEFINITION OF TERMS

The terms used in these policies shall have the meanings defined below:

ADA Coordinator: Person designated by the **District** to investigate and facilitate the prompt and equitable resolution of complaints filed by qualified persons with disabilities.

Administrative Leave: Authorized leave for administrative purposes, such as for conducting an investigation which may be with or without pay, at the option of the **District**.

Adulterated Specimens: A specimen is considered adulterated if it contains a substance that is not a normal constituent or contains an endogenous substance at a concentration that is not a normal physiological concentration.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Use: The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Allocation: The assignment of a single position to its proper classification on the basis of the duties performed and responsibility assigned.

Anniversary Date: The date the employee is hired, appointed, promoted, reclassified, or reallocated upward. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Federal regulations govern the anniversary date of employees returning from military leave.)

Applicant: A person, including a current employee, who is applying for any position with the **District**.

Appointing Authority/District: The governing board, any elected official, or appointed official acting under the expressed authority of the governing board.

Appointment: The offer of and acceptance by a person to a position in accordance with the provisions of these personnel policies.

At-will: Employment status wherein the employee may be terminated at any time, with or without cause. An employee in an at-will status has neither a property right nor an expectation of continued employment with the **District** and is not covered by the provisions of the discipline, layoff, or dispute resolution sections of these personnel policies.

Board: The governing body of the **District**.

Casual Worker: An employee hired on an as-needed basis, either as a replacement for employees who are out on short- and long-term absences or to meet **District's** additional staffing needs during peak business periods. A casual worker has neither a property right nor an expectation of continued employment with the **District** and is not covered by the provisions of the hiring, discipline, layoff, or dispute resolution sections of these personnel policies.

Child: (Son or daughter) a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing In Loco Parentis.

Clarification: For purposes of Family Medical Leave Act, contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response.

Class: A group of like positions assigned to the same title and pay grade based on similar duties and responsibilities and minimum qualifications. A class may only have one position allocated to it if there are no similar positions within the organization.

Class Series: Two or more classes which are similar as to the fundamental type of work, but which differ as to degree of responsibility and difficulty, and which have been arrayed in a progression of level of responsibility and complexity of duties.

Class Specification: A description of the essential characteristics of a job class, and the factors and conditions that make it unique from other classes, described in terms of duties, responsibilities, and qualifications.

Compensatory Time/Compensatory Time Off: Time off granted to an employee in lieu of monetary payment for overtime worked.

Contraband: Any item such as illegal drugs, prohibited substances, drug paraphernalia, or other related items whose possession is prohibited by policy.

Conflicting Employment: Outside employment that interferes with the employee's ability to perform the assigned job.

Consumer Reports: Any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for: (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose authorized under 15 U.S.C. 1681a.

Conviction: A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of federal or state laws.

Corrective Action: Action taken to improve unacceptable behavior or performance; corrective action may include coaching sessions, counseling sessions, training, and disciplinary actions including verbal warnings, written reprimands, suspensions, demotions, pay reductions, and discharge.

Date of Hire/Hire Date: The actual date an employee first renders paid service in a regular position.

Day: Calendar days unless workdays are specified.

Demotion: Involuntary movement of an employee from one job class to another job class having a lower maximum base rate of pay, as a result of disciplinary action.

Diluted Specimens: A urine specimen with a high concentration of water and has creatinine and specific gravity values that are lower than expected for human urine as determined by U.S. Department of Health and Human Services.

Disability-Related Inquiry: A question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are restricted by the ADA during the hiring process.

Discharge: Termination, separation, dismissal, or removal from employment for cause.

Discipline/Disciplinary Action: A formal form of corrective action to improve unacceptable behavior or performance; discipline may include verbal warnings, written reprimands, suspension, involuntary demotion, reduction in pay, or discharge.

Discrimination: Employment decisions or actions which are inappropriately taken because of the applicant's or employee's protected class membership.

Dispute: Any disagreement between the **District** and an employee pertaining to the application of the **District's** personnel policies, or an allegation by an employee that the **District** has failed to provide a condition of employment established by the **District's** compensation plan.

Domestic Partner: Persons who are registered have a valid domestic partnership pursuant to NRS 122A.200 or have a legal union validly formed in another jurisdiction that is substantially equivalent.

Drug Test: A test to determine the presence of illegal drugs/prohibited substances or their metabolites that includes specimen collection and testing by a U.S. Department of Health and Human Services (DHHS)-certified laboratory.

Eligible List: A list of names of persons who have satisfactorily completed an examination for a position and are qualified for employment.

Employee: A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, layoff, and dispute resolution; excludes elected officials, department heads, at-will employees, casual/temporary/seasonal workers, and others specified in the personnel policy. Elected officials are further excluded from policies for which there are specific provisions provided in federal, state, and local laws, charters, resolutions, and ordinances.

Regular Full-time Employee: A person who has successfully completed an introductory period in a regular budgeted position with a normally scheduled workweek of at least forty hours.

Regular Part-Time Employee: A person who has successfully completed an introductory period in a regular budgeted position which requires a minimum number of hours per week (typically 20 hours), but less than full-time employment.

Introductory Employee: A person who serves in an at-will status for a specified period of time during which the employee is evaluated by the **District** to ensure that the employee has demonstrated fitness for a position by actually performing the duties of the position.

Exempt Employee: An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.

Non-Exempt Employee: An employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

District Premises: All **District** property and facilities, the surrounding grounds and parking lots, leased space, **District** equipment, vehicles, offices, desks, cabinets, closets, and any other property owned by the **District**.

Essential Function: A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise.

Examination/Test: Any measure, combination of measures, or procedures used as a basis for any employment decision, including traditional paper and pencil tests, performance tests, assessment centers, introductory periods, and evaluation of physical, educational, and work experience qualifications through interviews and scored application forms.

Full-Time: Work which requires hours of work as established by the **District** as full time. A full-time employee is regularly scheduled to work a normal workweek of forty hours.

Grade: The designation of a pay range for a class.

Illegal Drugs: Any controlled substance or drug under Federal or Nevada law, which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute.

Introductory Period: A trial or working test period which an employee serves in an at-will status used to determine if an employee's performance meets the expectations of the position for which the employee was hired and if continued employment is warranted.

Invalid Specimens: An invalid specimen is one that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

Layoff: A separation from the **District's** service because of a shortage of funds, lack of work, abolishment of a position, reorganization, or for other reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave Without Pay: Authorized leave in a non-paid status.

Legal Drugs: Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

Manager: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees.

Medical Examination: A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health.

Pay Range: The minimum and maximum pay rates set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

Personal Information: A natural person's first name or first initial and last name in combination with any one or more of the following elements, when the name and data elements are not encrypted: social security number; driver's license or identification card number; account number or credit/debit card number with security/access code or password; a username or email address in combination with a password, access code or security question and answer. The term does not include the last four digits of a social security number, driver's license/identification card number, or publicly available information that is lawfully made available to the general public from federal, state, or local governmental records.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting an employee's employment status.

Position: A group of duties and responsibilities requiring the ongoing services of one or more employees, which is listed in the authorized position list contained in the currently approved District's budget or established by formal action of the Board of Trustees.

Positive Drug or Alcohol Test: Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's specimen. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

Prohibited Substances: Medical and recreational marijuana (cannabis); prescription drugs not legally obtained, not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed; over-the-counter medications used contrary to manufacturer instructions; or consumer products not meant for human consumption.

Promotion: The movement of an employee from one class to another class having a higher maximum base rate of pay, usually as a result of some type of examination.

Protected Class/Protected Class Membership: Individuals or groups of individuals protected from employment discrimination, harassment, and retaliation by federal and/or state laws. Protected classes include race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, and any other class that becomes protected by federal and/or state law.

Protective Hairstyle: Includes, without limitation, hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists.

Race: Traits associated with race, including, without limitation, hair texture, and protective hairstyles.

Rate of Pay/Pay Rate: An employee's pay rate as shown in the District's compensation plan.

Reallocation: A change in the classification and pay grade of a class to a higher or lower pay grade.

Reclassification: The change of a position to a different job class which results from changes in duties and responsibilities.

Reduction in Pay: Disciplinary action by the District moving an employee to a lower pay level in the same class and same pay grade.

Regular Employee: See "Regular Full-Time Employee" and "Regular Part-Time Employee" listed under "Employee."

Regular Position: An authorized position which appears in the authorized position list contained in the District's budget documents or its amendments approved by the Board of Trustees.

Reinstatement: The restoration of a laid-off employee without examination or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

Reinstatement List: A list of names of persons who have been laid off and are available for reinstatement.

Reporting Officer: The staff member assigned the responsibility and authority to post notices; provide training; and receive, investigate, and resolve complaints of alleged discrimination/harassment.

Reprimand: A written notice to an employee stating specific performance and/or behavioral deficiencies and the improvements in behavior and/or performance which the employee must make, and that further disciplinary action will follow if the employee does not make the required improvements. (A performance evaluation form shall not be considered a reprimand.)

Resignation: A notice by an employee that the employee intends to separate from the District's service.

Seasonal Employee: See Casual Worker.

Son or Daughter: See "Child."

Spouse: A husband or wife of a person, regardless of gender.

Step: A specific rate of pay within the pay range established for a class. (Also see Rate of Pay.)

Substance Abuse Professional (SAP): A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

Substituted Specimens: An employee's specimen not consistent with normal human specimen as determined by U.S. Department of Health and Human Services (e.g., a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine).

Supervisor: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head or manager.

Suspension: The temporary separation from service of an employee for disciplinary reasons.

Temporary Employee: See Casual Worker.

Termination: See Discharge.

Transfer: A lateral change of an employee from one position to another position in the same class or to a different class in the same pay range.

Transitional Duty: A temporary assignment of an employee who is unable to perform one or more essential functions of the assigned job but has been cleared by a health care provider to perform other duties for the **District**.

Volunteer: An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. An individual is not considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

Warning: Verbal notice or counseling of an employee specifying required changes in work performance or on-the-job behavior.

AGENDA ITEM 12.

Discussion and possible action to approve Draft Minutes from the November 15, 2023, Board Meeting.

Minutes
Indian Hills General Improvement District
Board of Trustees Meeting
District Office
3394 James Lee Park Rd. #A
Carson City, NV 89705
November 15, 2023
Regular Board Meeting 6:00 P.M.

Trustees Present: Chairman Dunham, Vice Chairman Stulac, Secretary/Treasurer Lufrano, Trustee Garcia, and Trustee Siegman.

Trustees Absent: none.

Staff Present: General Manager Chris Johnson and Administrative Services Supervisor/Human Resources Brooke Thompson.

Others Present: District Counsel Chuck Zumpft, District Engineer's Collin Sturge and Tim Russell. Residents Kathy Waters, Ben Walker, Debbie Walker, and Tammy James.

6:00P.M. - Regular Meeting

- 1. Call to Order**
Request that Cell Phones and Pagers be turned off for recording purposes.
Chairman Dunham called the meeting to order at 6:00PM.
- 2. Pledge of Allegiance:** Led by Trustee Garcia.
- 3. Public Interest Comment:** Resident Kathy Waters stated that she lives at 963 Opalite drive. Kathy stated thank you for changing the agenda and placing the reports at the top, it really helps it is hard for her to get through everything before the reports and the reports are also important. Kathy thanked Chris for coming out to her house to do the fire inspection on defensible space. Kathy stated that she got a call from BLM an hour later and he was there two hours later, this was on a totally unrelated matter, but she told him about the inspection visit and he, the BLM employee volunteered to help her out and it should be done by spring. Today the rockery work, they were able to deliver rock and she will be able to finish her yard. She is happy with the progress being made.
- 4. Approval of Agenda**

Vice Chairman Stulac motioned to approve the agenda. Secretary/Treasurer Lufrano seconded. Motion carried unanimously.

Minutes of the November 15, 2023, Regular Board of Trustees Meeting

5. Reports to the Board:

a. General Manager Report

General Manager Chris Johnson reviewed his report with the board.

1. Administrative

General Manager Chris Johnson reviewed the Administrative report with the board.

2. Water

General Manager Chris Johnson reviewed the Water report with the board.

3. Wastewater

General Manager Chris Johnson reviewed the Wastewater report with the board.

b. District Accountant Report

General Manager Chris Johnson reviewed the Accountant report with the board.

c. Engineer Report

District Engineer Collin Sturge stated on the Indian Drive project, we are in contract and construction will start on November 20th with the water and sewer portion complete by January 8th and the road in May. May 1st is the final completion date.

d. Attorney Report

District Counsel Chuck Zumpft stated he has nothing to report.

Public comment: none.

6. Discussion only regarding the District's monthly water and sewer rates.

General Manager Chris Johnson stated that the water rates for the regional water will be increasing 4.0% next fiscal year. Chris stated that he will bring a proposal back to the board in January.

The board briefly discussed this item.

Public comment: Resident Kathy Waters stated that she did see an increase in her utility bills between the summer and winter months, it was a 150% increase. The water is a small number on the bill stick with the water and think of things that will help residents offset the increase to balance it out.

7. Discussion and possible action regarding General Manager Chris Johnson's annual performance evaluation.

General Manager Chris Johnson went through a slide show presentation showing accomplishments over the last year with the board and showing what other GMs in similar positions make. Chris' salary is approximately \$20,000 less than the others. Chris stated that he wanted to ask for a 10% increase, but he is also the GM and knows that is out of the question, so he asked for a 7.0% increase.

The board stated that Chris is doing a good job and gave him a favorable evaluation for the year.

Secretary/Treasurer Lufrano stated she thinks that is fair.

Chairman Dunham stated he thinks that is fair, he thinks the 10% is fair too.

Vice Chairman Stulac stated he agrees that 7% is fair.

Trustee Garcia stated that he is a little surprised with a 7% increase request. Robert stated that Chris is right where he needs to be as a second year General Manager. Robert stated he believes 5% was Chris' previous increase and stated that he was out of the country during Chris' evaluation at year one and when the 5% increase was approved by the board. He would not have voted to give an increase at year one. Robert stated that his personal experience as a manager giving reviews and an employee receiving reviews having never witnessed a merit increase in year one while learning a new job. Robert stated that the increases for the last General Manager as a contracted employee were consistently around but below 5%. Robert asked if the board would consider holding off and bringing this item back to the board in December so the board can review the long-term impact of the requested 7% increase. He thinks the board should take time to review how a 7% increase would impact the budget especially if we are talking about possible rate increases.

Vice Chairman Stulac asked if we could give a 5% increase now and look at the numbers to possibly give another 2% later, at the December meeting.

Chairman Dunham asked Chris to pull up his slide show again, Dale stated we can't afford to replace him. If he were to leave now we could not replace him for the same amount. He has done a great job.

Trustee Siegman stated we are talking about a couple thousand dollars, he deserves an increase. We are arguing over a couple thousand dollars here.

Public comment: Resident Tammy James stated that the board knew this evaluation was coming and should have been prepared for it at the time it was given. To wait and think about it is just not appropriate. As a Manager who worked for Douglas County, if she gave a review to her employees but said she had to think about giving them an increase, her employees would not have been happy, there would have been problems. It is just not right.

Member of the public, Brooke Thompson stated that Chris just received a good review, and the board does not want to give him a raise. It is not fair; he is doing a great job. We have come so far in the last two years, the progress we have made with employee moral from the previous General Manager has increased so much. Not giving Chris a raise will hinder that progress, what it will do to IHGID will not be good. He is not even asking for the same amount that the rest of the employees received. He deserves a raise; we are only talking about a couple thousand dollars.

Trustee Siegman motioned to approve a 7.0% merit increase to General Manager Chris Johnson's annual salary based on his successful performance evaluation. Vice Chairman Stulac seconded. Motion passed 4-0. Yay by Chairman Dunham, Vice Chairman Stulac, Secretary/Treasurer Lufrano and Trustee Siegman. Trustee Garcia abstained from voting.

8. Discussion and possible action to approve Draft Minutes from the October 18, 2023, Board Meeting.

Vice Chairman Stulac motioned to approve Draft Minutes from the October 18, 2023, Board Meeting. Chairman Dunham seconded. Motion carried unanimously.

9. Chairman and Trustees Reports, Correspondence
Under this item the Board Members will briefly identify relevant communications received by them before the meeting, or meetings attended, or potential business of the district. No action will be taken on any of these items, but a member may request such item or topic be placed on a future agenda.

10. Adjournment

Trustee Garcia motioned to adjourn the meeting. Chairman Dunham seconded. Motion carried unanimously.

Meeting adjourned at 8:21P.M.

FINAL APPROVED MINUTES AS PRESENTED

**Secretary/Treasurer
Vicky Lufrano**

Minutes of the November 15, 2023, Regular Board of Trustees Meeting

AGENDA ITEM 13.

Discussion and possible action to approve Draft Minutes from the December 20, 2023, Board Meeting.

**Minutes
Indian Hills General Improvement District
Board of Trustees Meeting
District Office
3394 James Lee Park Rd. #A
Carson City, NV 89705
December 20, 2023
Regular Board Meeting 6:00 P.M.**

Trustees Present: Vice Chairman Stulac, Secretary/Treasurer Lufrano, Trustee Garcia, and Trustee Siegman.

Trustees Absent: Chairman Dunham

Staff Present: General Manager Chris Johnson, District Accountant Stacie Cobb, and Administrative Services Supervisor/Human Resources Brooke Thompson.

Others Present: District Counsel Chuck Zumpft, District Engineer's Collin Sturge. Jonathan Steele with District Audit firm Steele and Associates. Residents Dale Morlan and Dallas Debatin.

6:00P.M. - Regular Meeting

- 1. Call to Order**
Request that Cell Phones and Pagers be turned off for recording purposes.
Vice Chairman Stulac called the meeting to order at 6:00PM.
- 2. Pledge of Allegiance:** Led by Siegman.
- 3. Public Interest Comment:** none
- 4. Approval of Agenda**

Secretary/Treasurer Lufrano motioned to approve the agenda. Trustee Garcia Lufrano seconded. Motion carried 4-0. Chairman Dunham was absent from the meeting.

- 5. Discussion and possible action to accept the annual audit for fiscal year ending June 30, 2023. Presentation by District audit firm Steele and Associates.**
Jon Steele introduced himself to the board and thanked them for having Steele and Associates back. Jon went through the audit, answered any questions, and stated that the auditor's report is all good and that staff were very helpful.

Trustee Siegman motioned to accept the annual audit for fiscal year ending June 30, 2023. Trustee Garcia seconded. Motion passed 4-0. Chairman Dunham was absent from the meeting.

6. Reports to the Board:

a. General Manager Report

General Manager Chris Johnson reviewed his report with the board.

1. Administrative

General Manager Chris Johnson reviewed the Administrative report with the board.

2. Water

General Manager Chris Johnson reviewed the Water report with the board.

3. Wastewater

General Manager Chris Johnson reviewed the Wastewater report with the board.

b. District Accountant Report

General Manager Chris Johnson reviewed the Accountant report with the board.

c. Engineer Report

District Engineer Collin Sturge stated the contractor for the Indian Drive project has been fantastic to work with. They are making great progress on the project, they are almost done with the water line, the last part is the tie in which they will do after the holiday. Once the water line is done, they will start on the sewer improvements. They will also start on the shop yard project. Everything is going as scheduled and nothing big has come up. Collin stated that he has been working with Chris and Matt on the NDEP sanitary survey, they are getting a response drafted as some things and comments were incorrectly noted.

d. Attorney Report

District Counsel Chuck Zumpft stated he has nothing to report.

Public comment: none.

7. Discussion and possible action to adopt a performance evaluation form for the General Manager.

The board discussed this item at length. There was discussion about the rating scale and the use of the wording not applicable. The board decided to remove not applicable and replace it with not rated.

Public comment: none.

Trustee Garcia motioned to adopt the performance evaluation form for the General Manager with one change, removing not applicable and replacing it with not rated in the rating section. Secretary/Treasurer Lufrano seconded. Motion passed 4-0. Chairman Dunham was absent from the meeting.

8. Discussion only regarding use of district vehicles and equipment on public and private roads and easements within IHGID.

Trustee Garcia stated that he brought this forward because he had communication with a

Minutes of the December 20, 2023, Regular Board of Trustees Meeting

resident out in The Springs. It was a miscommunication or misunderstanding, I guess. The back story is that residents are asking for the speed trailer to be put in their community. He spoke with Chris about this, and he will get it out there. These roads lead to district roads and people have been clocked going almost 80 mph down South Sunridge.

Public comment: none.

9. Discussion only regarding the District Personnel Policy, NRS 281.210, and Resolution 2009R-02 regarding Trustee concerns of employing family members of existing employees.

General Manager Chris Johnson explained the situation to the board and that there was some concern among some of the board. Chris explained that we contacted Pool Pact, District Counsel, and our Labor Law attorney all who stated there are no issues. There is no nepotism as neither employee reports to the other, does not supervise the other, did not hire, did not advocate to hire, will not work in the same department and both employees report to the General Manager. There is nothing in NRS or the personnel policy that was violated.

Public comment: none.

10. Discussion and possible action to approve Draft Minutes from the November 15, 2023, Board Meeting.

Trustee Garcia stated that on page 98 he would like more information and for the board clerk to elaborate on item seven from the October meeting. It is in the public's best interest for this item to be elaborated on and there should be more context on this item.

Public comment: Resident Dallas Debatin stated that he lives at 875 Amador Circle, one of the first things he did when he moved to Douglas County was to take the Sheriffs weeklong course similar to what Brooke did. Dallas stated that it was a real eye opener to see what goes on down there. Dallas stated that he wanted to thank Chris for addressing holes in the street on Amador, the got filled within a week, he appreciates it. Also, Zillow valued his house at \$480,000 now it is \$420,000 any input other than the economy on what the cause of that is. Dallas stated he wants to apologize for sitting in on your personnel discussions, if he had been asked to leave, he would have left.

No action was taken on this item, the board requested the board clerk to elaborate more on item 7. This item will be brought back to the board in January.

Administrative Services Supervisor/Human Resources Brooke Thompson asked for clarification. Does the board want more context for each item or just for item 7. Is this something you guys want for the future? Trustee Garcia said no, just for this item.

11. Chairman and Trustees Reports, Correspondence

Under this item the Board Members will briefly identify relevant communications received by them before the meeting, or meetings attended, or potential business of the district. No action will be taken on any of these items, but a member may request such item or topic be placed on a future agenda.

Trustee Siegman stated that he likes the lights on Vista Grande, they look great.

Minutes of the December 20, 2023, Regular Board of Trustees Meeting

Secretary/Treasurer Lufrano stated this past weekend you had the Christmas gathering she apologized that she was not able to make it she was out of town, sorry. A member of the public asked if she was going to attend, or if any other members of the board would attend. Vicky stated in the future have board packets with supporting documentation included, have as much backup as possible in the packet she would really appreciate it. It would help them as a board to have the information ahead of time and not be bling sided.

Trustee Garcia stated that he participated in the golf cart parade for both HOA's and residents were happy to have the district participate and represented. It was a success. He actually had an opportunity to meet Steve Brooke's husband and Cody, they brought the cart over Friday before the parade. He is happy to have someone on board with his level of experience, it is great news that he is bringing value and contributing to the maintenance plan that the district really needs. He is happy those things have taken place. It is difficult to find some people for certain positions, he is hoping this will bring and add stability to that department. Robert stated he Gus with USDA he contacted him about loan programs, some are 2.25-3% there may be an opportunity to get loans for some projects. The District can leverage some of its funds with low interest loans. Robert thanked the board, General Manager, staff, and the public for their work over the last year, he values your input and contributions and hopes we can continue next year.

Secretary/Treasurer Lufrano stated board elections are coming up in January for board positions having served as secretary/treasurer over the last year. She was not aware of all the duties involved until they came up. Can we provide a little description of each position's duties, so we know what we are nominating someone for a we know what we are getting into.

Vice Chairman Stulac stated that he would like to echo what Robert said. This year has been good with lengthy discussions throughout the year. He believes the public and the open meeting process can work. During the General Manager review form committee, we did find out there is no requirement for a six-month review, it only needs to be done at one year. We can give input at six months if needed but the contract does not require that.

General Manager Chris Johnson stated he welcomes and values feedback all the time. If the board has something, please bring it to him at any time. They have implemented the parking lot board, bring it in and he will add it to the board for tracking. He values feedback.

12. Adjournment

Trustee Garcia motioned to adjourn the meeting. Secretary/Treasurer Lufrano seconded. Motion passed 4-0. Chairman Dunham was absent from the meeting.

Meeting adjourned at 7:41P.M.

FINAL APPROVED MINUTES AS PRESENTED

**Secretary/Treasurer
Vicky Lufrano**