




LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: December 11, 2025
To: Board of Directors
From: David Potter, General Manager 
RE: Executive Subcommittee December 9th Meeting Minutes

The Executive Subcommittee met at 4:00 p.m. on Tuesday, December 9, 2025, at the NRD office to act on several agenda items. Subcommittee members attending included Chair Bob Andersen, Tom Green, Lisa Lewis, Christine Lamberty, Dave Landis, and John Yoakum. Landis and Yoakum arrived after the meeting began. Others present were Gary Aldridge-director; Corey Wasserburger-legal counsel; David Potter, Chris Barber, Bryce Jensen, Nathan Kuhlman, and Steve Herdzina-staff; and Jennifer Petersen-JRP Mediation & Employment Law. Chair Andersen called the meeting to order and reviewed the agenda.

Consideration of a Master Service Agreement with Optimizing with Logic, LLC for database consulting [Action Item] – David Potter, Bryce Jensen, IS Administrator, and Steve Herdzina, Water Resources Coordinator provided background information on the service need and answered questions on the proposed agreement. The NRD currently has a database program to house ground water and irrigation data in the District. We developed the system several years ago with a database company called the Phoenix Web Group. This company is no longer providing support, and we have been working with our current system without any support for around two years. Staff have reached out to an individual here in Lincoln that has proposed to provide software development and consulting services. The company is Optimizing with Logic, LLC (OWL) and the proposed Master Service Agreement identifies the levels of membership tiers and service.

- a. **It was moved by Lewis, seconded by Green, and approved by the Subcommittee with a vote of 4-0 to recommend the Board of Directors approve the Master Service Agreement with Optimizing with Logic, LLC.**

Consideration of an Agreement with the Department of Corrections [Action Item] – David Potter and Bryce Jensen, Land & Flood Control Operations Coordinator provided background on the Corrections work crew and answered questions on the proposed agreement. The District has worked with the Nebraska Department of Corrections for several years. The agreement with Corrections provides for work crews to assist the LPSNRD and two corporals oversee the crews. The District provides funding for the corporals' salaries and benefits. LPSNRD also provides a vehicles to transport the crews and covers the fuel, maintenance, and insurance for the vehicles. Wages for the inmates are set by the Nebraska Department of Corrections. The current agreement is set to expire, and proposed agreement is very similar to the last one.

- b. It was moved by Landis, seconded by Lewis, and approved by the Subcommittee with a vote of 4-1 with Green voting no to recommend the Board of Directors approve the Agreement with the Nebraska Department of Corrections, subject to legal counsel review.

Consideration of a Roth 457 Retirement option for District employees [Action Item] – Chris Barber, Administration & Finance Manager provided information on the retirement option approved by the NARD Board and answered questions on the retirement programs offered by LPSNRD. The District currently offers our employees a 457 Optional Retirement Plan and now there is option proposed for a Roth 457. Until now, only Pre-Tax 457(b) deferrals were available. Beginning January 1, 2026, employees could also have the option to contribute to a Roth 457(b) (post-tax) plan. Lower Platte South NRD does not match contributions for either plan. Any amount the employee chooses to contribute will be deducted from their paycheck if they elect to participate. A summary sheet on the Roth 457 was provided. The NARD/NRD Benefits Committee recommended the changes to the 457 Deferred Compensation Plan in October, and the NARD Board of Directors approved the changes including a Roth option at their November meeting. The Roth 457 would provide another investment option for our employees.

- c. It was moved by Lewis, seconded by Lamberty, and approved by the Subcommittee with a vote of 5-0 to recommend the Board of Directors approve and authorize a Roth 457 Retirement option for District Employees.

Consideration of an Agreement with JRP Mediation and Employment Law for Human Resources consulting [Action Item] – Chair Andersen provided historical background on the District's Human Resources Department and shared the desire of several board members for a Human Resources Consultant to complement our staff human resources department. This topic has been discussed periodically for nearly two years. The engagement letter from JRP Mediation and Employment Law was provided and identifies the services that Jennifer Petersen will provide to the District. The proposed HR consultant service is also consistent with the proposed changes to Personnel Policy No. 47: Non-Discrimination and Non-Harassment Policy. Jennifer Petersen introduced herself to the Subcommittee and described the proposed services. Discussion followed.

- d. It was moved by Landis, seconded by Andersen, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the Engagement Letter with JRP Mediation and Employment Law for Human Resources consulting.

Consideration of Amendments to the LPSNRD Operating Policies [Action Item] – There have been several Operating Policies identified to be amended. The chair of the Board, the General Manager, and legal counsel have proposed the attached operating policy changes for the subcommittee's consideration. Operating Policy C-5: Conferences and Meetings and Operating Policy C-23: Oath of Office will be considered separately while Operating Policy F-3: Procedures and Controls for Obligation and Expenditures of District Funds, Operating Policy G-3: Procedure for Hiring Consultants for Professional Services, and Operating Policy G-5: Competitive Bidding will be considered together since they are increasing threshold levels for contracting and bidding. Chair Andersen, Corey Wasserburger, and David Potter provided background on each of the proposed policy amendments.

- e. It was moved by Green, seconded by Landis, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Operating Policy C-5.

- f. It was moved by Yoakum, seconded by Landis, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Operating Policy C-23.
- g. It was moved by Landis, seconded by Lewis, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Operating Policies F-3, G-3, and G-5.

Consideration of Amendments to the LPSNRD Personnel Policies [Action Item] – There have been several Personnel Policies identified to be amended. The chair of the Board, the General Manager, and legal counsel have proposed the attached personnel policy changes for the subcommittee’s consideration. The first set of personnel policies are considered clean-up amendments. Those Personnel Policies include the General section, No. 4: Internships, No. 5: Term of Employment, No. 7: Attendance and Punctuality, No. 13: Pay Period, and No. 20: Holidays. Personnel Policies No. 14: Overtime and Compensatory Time, No. 21: Vacation, No. 29: Employee Recognition, and No. 47: Non-Discrimination and Non-Harassment Policy will be considered separately. Personnel Policy No. 38: Use of District Resources and Personnel Policy No. 54: Computers, Internet, E-mail, and Other Electronic Resources will be considered together since they are related. Chair Andersen, Corey Wasserburger, and David Potter provided background on each of the proposed policy amendments.

- h. It was moved by Lewis, seconded by Yoakum, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Personnel Policies General, No. 4, No. 5, No. 7, No. 13, and No. 20.
- i. It was moved by Yoakum, seconded by Lewis, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Personnel Policy No. 14.
- j. It was moved by Green, seconded by Lamberty, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Personnel Policy No. 21.
- k. It was moved by Lamberty, seconded by Green, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Personnel Policy No. 29.
- l. It was moved by Landis, seconded by Yoakum, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Personnel Policies No. 38 and No. 54.
- m. It was moved by Lewis, seconded by Yoakum, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve the amendments to Personnel Policy No. 47.

Consideration of retroactive anniversary awards for staff [Action Item] – Chair Andersen explained that the suggested changes to Personnel Policy No. 29: Employee Recognition will increase the amount of award for employee anniversaries by a sizable amount. This policy dates back to 2004 and the changes are reflective of

inflation over the years. There are several full-time employees that have recently celebrated their five-year increment anniversaries, including some employees at 30 and 35 years. In the last two years, there are 12 employees, in which the new amounts will be affected, and the proposed total amount of retroactive award is \$1,200. David Potter and Corey Wasserburger answered questions of the subcommittee.

- n. **It was moved by Yoakum, seconded by Lamberty, and approved by the Subcommittee with a vote of 6-0 to recommend the Board of Directors approve retroactive anniversary awards in the past two years for 12 identified staff celebrating five-year increment work anniversaries totaling \$1,200.**

Other [Discussion] – Director Aldridge addressed several items with the Executive Subcommittee. Those items involving policies included: a) interest in increasing per diem for NRD Directors from \$70 to \$90 per meeting and increasing the maximum amount per year from \$3,600 to \$4,500; b) alcohol policy on District properties; and c) employee use of District equipment and facilities. Discussion followed.

There being no further business, Andersen adjourned the meeting at 6:28 p.m.

Encl.

ec: file

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is entered into as of [Effective Date] (the “Effective Date”) by and between:

- **Optimizing With Logic, LLC**, a Nebraska limited liability company (hereinafter referred to as “OWL”, and
- The Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (hereinafter referred to as Member”).

Together, OWL and Member are referred to collectively as the “Parties” and individually as a “Party.”

1. Services

1.1 Scope. OWL will provide software development and consulting services as described in *Exhibit A* (“Services”).

1.2 Third-Party Services. Member is solely responsible for fees and obligations associated with third-party services or accounts (e.g., hosting, deployment pipelines, project management tools). OWL may assist Member in configuring such accounts, but OWL shall not be liable for outages, errors, or failures of third-party services.

2. Membership & Term

2.1 Subscription. Member subscribes to OWL’s services through membership tiers described in *Exhibit A*.

2.2 Term. This Agreement begins on the Effective Date and continues until terminated as provided herein.

2.3 Termination by Member. Member may terminate this Agreement at any time upon written notice. OWL will not refund or pro-rate subscription fees already paid by Member.

2.4 Termination by OWL. OWL may terminate this Agreement (a) immediately upon non-payment or material breach, or (b) upon thirty (30) days’ written notice for convenience.

2.5 Refunds. If Member is dissatisfied with Services, Member may request a refund of the most recent monthly subscription fee.

3. Fees & Payment

3.1 Fees. Member shall pay OWL the fees set forth in *Exhibit A*.

3.2 Invoicing and Payment. OWL will invoice Member in advance of each subscription period. Payment is due within **30 days** of the invoice date.

3.3 Ownership & IP Transfer.

- All deliverables, software code, documentation, and other work product created by OWL in the performance of Services (“Deliverables”) shall be owned exclusively by Member.
 - Deliverables and associated intellectual property rights shall transfer to Member upon both (a) OWL’s commit of code to Member’s designated repository, and (b) OWL’s receipt of payment in full for the applicable subscription period.
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4. Intellectual Property

4.1 Member Materials. Member retains ownership of all pre-existing materials provided to OWL.

4.2 Pre-Existing Materials. OWL retains ownership of any pre-existing tools, templates, or know-how, but grants Member a non-exclusive, perpetual, royalty-free license to use any such materials incorporated into Deliverables.

4.3 Portfolio Use. OWL may not use Deliverables, or Member’s name or logo in its portfolio, marketing, or case studies without Member’s prior written consent in each instance.

5. Confidentiality

5.1 Definition. “Confidential Information” means non-public information disclosed by either Party that is designated as confidential or would reasonably be understood as confidential.

5.2 Obligations. Each Party will protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, but no less than a commercially reasonable standard of care.

5.3 Exclusions. Confidential Information does not include information that is publicly available, already in the receiving Party's possession, independently developed, or lawfully obtained from a third party.

5.4 Survival. These obligations survive for two (2) years following termination of this Agreement.

6. Limitation of Liability

6.1 Cap. Each Party's liability under this Agreement shall not exceed the total fees paid by Member to OWL during the six (6) months preceding the claim.

6.2 Exclusions. Neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages.

6.3 Carve-Outs. The liability cap shall not apply to damages arising from a Party's fraud, gross negligence, or willful misconduct (defined as intentional acts taken with knowledge that harm is substantially certain to result).

7. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party against third-party claims to the extent arising from its own gross negligence, willful misconduct, or infringement of third-party intellectual property rights.

8. Dispute Resolution

8.1 Mediation. The Parties agree to attempt good-faith mediation before pursuing litigation. Mediation shall occur within thirty (30) days of written notice of dispute, with costs shared equally.

8.2 Jurisdiction. This Agreement shall be governed by Nebraska law, and any legal action shall be brought in the state or federal courts located in Nebraska.

9. General Provisions

9.1 Entire Agreement. This Agreement, including *Exhibit A*, constitutes the entire agreement and supersedes all prior agreements.

9.2 Amendments. Any amendment must be in writing and signed by both Parties.

9.3 Electronic Signatures. This Agreement may be executed by electronic signature or affirmative click-through acceptance, which shall constitute valid execution under the ESIGN Act.

9.4 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Member

By: _____

Name:

Title:

Optimizing With Logic, LLC

By: _____

Name:

Title:

Exhibit A – Membership Tiers and Services

This Exhibit A describes the membership options available under the Agreement between Optimizing With Logic, LLC (“OWL”) and the Member. All fees are exclusive of applicable taxes. Hours noted below represent maximum monthly time allocations; unused hours do not roll over.

1. Baseline Membership (Required)

- **Term & Payment:** Paid in six-month increments.
 - **Price:** \$200 per month (invoiced as \$1,200 every six months).
 - **Includes:**
 - Member onboarding
 - Ongoing support and diagnosing issues
 - Data fixes
 - Unlimited emails and calls with OWL staff
 - Developer environment maintained by OWL for service delivery
 - **Cap:** Up to 4 hours per month of OWL’s time.
 - **Requirement:** Baseline Membership is required for access to any Add-On Membership Levels. Members may elect to maintain only a Baseline Membership without any Add-Ons.
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2. Add-On Membership Levels

Add-Ons are available only to Members with an active Baseline Membership. Add-Ons are invoiced separately each month. Members may activate an Add-On at any time by providing OWL written notice.

(a) Bug Fixes & Maintenance

- **Price:** \$1,000 per month
- **Includes:**
 - Bug fixes

- Library updates
 - Configuration changes
 - Member environment setup
 - DevOps and deployment pipeline support
 - **Cap:** Up to 15 hours per month of OWL's time.
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(b) Project Work

- **Price:** \$2,500 per month
 - **Includes:**
 - Project planning
 - New feature development
 - Related project execution tasks as approved by OWL and Member
 - **Cap:** Up to 35 hours per month of OWL's time.
-

3. General Terms for Membership Tiers

- Hours in each tier are capped as specified and may not be carried over to future months.
- Add-On services are optional; Member may hold Baseline Membership only.
- Member may request activation of an Add-On at any time during a month by providing written notice to OWL. Add-On fees will be invoiced separately and in full for the month of activation. An Add-On shall only be activated and billed for multiple months at the request of Member.
- If Member requires services beyond the subscribed tier(s), the Parties must enter into a separate written agreement.
- Deliverables produced under any tier are subject to the ownership and intellectual property provisions set forth in the Master Service Agreement.
- All payments are due in advance of each subscription period.

Cornhusker State Industries

Jeremy Elder

Industries Administrator



NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES CORNHUSKER STATE INDUSTRIES WORK CREW AGREEMENT

This agreement is by and between the State of Nebraska, Department of Correctional Services (here within NDCS), Cornhusker State Industries (here within CSI) and the Lower Platte South Natural Resources District (here within the District), a local government entity of the State of Nebraska.

WHEREAS, the Nebraska Legislature has provided in Neb. Rev. Stat. §83-183 (Supp.1999) that NDCS may enter into agreements with any natural resources district for the employment of persons committed to NDCS, and

WHEREAS, NDCS/CSI and the District want to provide a work program for incarcerated individuals in the custody of NDCS who will perform useful labor for the District.

IT IS THEREFORE AGREED by and between NDCS/CSI and the District as follows:

1. NDCS will provide to the District certain incarcerated individuals to perform useful labor on behalf of the District. Work crew sizes will be determined by NDCS and the District on a case-by-case basis dependent upon the nature of the work tasks to be performed. Crews may vary in size depending upon NDCS incarcerated individual population. The number of crews and their distribution will be determined based on needs of the District and the ability of NDCS to fill said requests.
2. In consideration for the labor to be provided by NDCS to the District, the District agrees to make the following payments to NDCS on a monthly basis on or before the 30th day following the date of invoice. All checks must be payable to NDCS and mailed to the address shown on the invoice.
 - a. An amount equal to wages and benefit compensation for Corrections Corporals assigned by NDCS to crews working for the District. The Corrections Corporals assigned by NDCS to such work crews shall be specified a Class Code P66112 as established by the Nebraska Department of Administrative Services, State Personnel Division.
 - b. The Corrections Corporals' wages and benefits will be identified from the NDCS Budget Status Report which captures the actual gross payroll and benefits portion paid by NDCS of the Corrections Corporals assigned to the NRD work crew. This compensation will be identified as "Supervision" on the monthly billing invoice.

- c. An additional 2% Administrative Surcharge will also be applied to the monthly billing invoice as a separate line item.
 - d. The District, in its sole discretion, may supply vehicles for the transportation of work crews and be solely, financially responsible for all costs associated with the vehicles which includes but is not limited to fuel, maintenance, and liability insurance coverage. A copy of the District's ACORD insurance form would be required for NDCS/CSI's records with approval of this agreement. If the District chooses to have NDCS supply vehicles, the District will be responsible for the actual cost to NDCS of the vehicles used to transport work crews which includes but is not limited to the Transportation Services Bureau leasing charges or charges for rental of vehicles suitable for such transportation, maintenance, reasonable mileage or fuel charges, and the cost of both liability and collision insurance for each vehicle. The District agrees to reimburse NDCS for the deductible portion of the collision insurance in the event NDCS sustains a loss and to reimburse NDCS for the additional costs in providing coverage for towing equipment. The District further agrees to reimburse NDCS for all costs associated with damages to the vehicles during the term of this agreement and any damages noted by TSB upon returning the vehicles to the Transportation Services Bureau.
3. State holidays and Howard's Day, September 2nd, shall be observed by the work crews and Corrections Corporals. Corrections Corporals will be absent for vacations, 40 hours of annual training, and sick/military/funeral/other leave. The District will absorb any costs the District incurs as a result of work crews being absent. No relief staffing is included in this agreement. Corrections Corporals absences from the work site for training, vacation, illness, bereavement or other types of leave will reduce the service level provided. A work crew supervised by designated Corrections Corporals is estimated to have a maximum service level of 85% when accounting for typical absences.
 4. The initial term of this Agreement shall commence on the date signed by the Director of NDCS and extend through December 31, 2026. Thereafter, this agreement may be renewed for three (3) one-year periods to be mutually agreed upon as evidenced by each party's signature on such documents.
 5. It is anticipated the work activities to be performed by the incarcerated individuals will include general labor tasks requiring only minimal training. NDCS shall supply such incarcerated individuals with lunches and personal items such as clothing, including sufficient work shoes where necessary. All other work materials, tools, gloves, and safety equipment shall be supplied by the District. The District shall assign incarcerated individuals to work activities based upon representation from NDCS concerning the skills and physical capabilities of the incarcerated individuals and identification of which incarcerated individuals are best suited to perform what types of work.
 6. The District may request that an incarcerated individual be removed from a District work crew, and NDCS will comply with any such request.

7. If an incarcerated individual should require medical attention during the course of performance of this agreement, the Corrections Corporal shall immediately make all necessary arrangements for the treatment of that incarcerated individual including transportation to and from a medical treatment facility. The District shall not be responsible for any costs incurred by NDCS in connection with such medical treatment.
8. Notwithstanding the stated term, this Agreement may be terminated as follows:
 - a. Either party may terminate this agreement by providing written notification thirty (30) days in advance to the other party.
 - b. Immediately by either party providing written notice to the other party including an explanation of how the agreement violates local, state or federal law(s) or regulation(s) in the event either party determines, based on any action or threatened action by local, state, or Federal government or accrediting bodies, or any material change in state or federal law or regulation or enforcement policy, or the advice of legal counsel, that such party, by virtue of this Agreement, is in violation of any law or regulations that create a serious risk of assessment, sanction, penalty, loss of tax exemption, or other significant consequence to the party giving such notice.
 - c. NDCS or the District may refuse to allow the work to continue where there is any direct threat to the health and welfare of any incarcerated individual or any other person until such direct and immediate threat is eliminated.
 - d. This agreement may be suspended and/or terminated immediately at the discretion of the NDCS Director for security purposes.
9. Any real or personal property acquired by either NDCS or the District to assist in this cooperative undertaking shall at all times remain the property of the party acquiring it.
10. NDCS and the District shall provide equal employment opportunity, ensuring the right of all persons to work and to advance on the basis of merit and ability without regard to race, color, religion, sex, pregnancy, age, national origin, disability, marital status or genetics.
11. This agreement shall be construed in accordance with the laws of the State of Nebraska and obligations, rights and remedies of the parties hereto shall be determined in accordance with such laws.
12. NDCS, through its Director, and the District, through its General Manager, shall designate in writing one person each to act as coordinators and liaisons for this program. The parties may from time to time designate in writing substitutes for such persons. Such persons are hereinafter referred to as the "Agents" of each of the parties. Working hours, holidays, and similar issues may be negotiated between the Agents of the parties consistent with the terms of this Agreement. In the event of any disagreement concerning the work performed, the Agents of the parties will seek a resolution of such disagreements directly, between the Industries Administrator or Assistant Administrator of NDCS/CSI and the Land & Flood Control Operations Coordinator of the District.

13. The parties agree they will not seek to hold the other party responsible for claims, damages, losses, and expenses including but not limited to, attorneys fees arising out of or resulting from performance of the work by incarcerated individuals under this Agreement.
14. To the fullest extent permitted by Nebraska law, each Party (the "indemnitor") shall indemnify, defend, and hold harmless the other Party and its board members, officials, directors, officers, members, managers, agents and employees (each an "Indemnified Party") from and against all claims, damages, losses, fines, assessments, and expenses, arising out of or resulting from: (a) breach of this Agreement by the Indemnitor; (b) the unlawful acts of the Indemnitor or the Indemnitor's agents; or (c) the negligent or intentional acts or omissions of the Indemnitor or the Indemnitor's agents, provided that in no event shall an Indemnitor be required to indemnify, defend, or hold harmless an Indemnified Party for Losses to the extent such Losses are caused by the negligent or intentional acts or omissions of the Indemnified Party.
15. If any claim covered by this indemnity is asserted by a third party, the Indemnified Party shall promptly give the Indemnitor notice of the claim and give the Indemnitor an opportunity to defend or settle the claim with counsel of its choice and at its expense, and the Indemnified Party shall extend its full cooperation in connection with the defense, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Party as the result of a request by the Indemnitor. If the Indemnitor fails to defend a claim within a reasonable time, the Indemnified Party shall be entitled to assume the defense and the Indemnitor shall be bound by the results obtained by the Indemnified Party with respect to the claim.
16. Exhibits, Appendices, Addenda, Amendments, and Attachments to Agreement may be added whenever indicated and mutually agreed upon as evidenced by the parties' signatures on such document.
17. This document constitutes a full and complete statement of the Agreement between the parties provided. However, the Agents of the parties may provide the details of the undertaking consistent with the provisions of this Agreement. Any amendment to the Agreement must be made in writing and signed by the proper officials for NDCS and the District.



AGREEMENT FOR WORK CREWS ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed by the Director of the Nebraska Department of Correctional Services.

David Potter, General Manager
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, Nebraska 68501

Date

Rob Jeffreys, Director
Nebraska Department of Correctional Services
PO Box 94661
Lincoln, Nebraska 68509

Date

**NEBRASKA ASSOCIATION OF RESOURCES DISTRICTS
457 DEFERRED COMPENSATION PLAN**

This is a summary of important changes recently made to the Nebraska Association of Resources Districts 457 Deferred Compensation Plan.

SUMMARY OF CHANGES

Roth Deferrals

As a Participant under the 457 Deferred Compensation Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 457(b) deferrals and Roth 457(b) deferrals.

Pre-Tax 457(b) deferrals. If you elect to make Pre-Tax 457(b) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 457(b) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth 457(b) deferrals. If you elect to make Roth 457(b) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions.

Deferral Limits. For 2026, the salary deferral limit for the 457 Deferred Compensation Plan is \$24,500. The catch-up contribution limit for those ages 50-59 and 64+ is \$8,000. The super catch-up contribution limit for those ages 60-63 is \$11,250.

Catch-up contribution provisions. Further, effective with the 2026 Plan Year, catch-up contributions for Participants whose 2025 FICA wages exceeded \$150,000 will be Roth contributions. This Roth treatment is required by federal law. Further, under certain circumstances, your Plan Administrator may deem pre-tax contributions to be Roth contributions unless you notify your Plan Administrator in advance that you wish to opt-out.



December 4, 2025

Via Email

Robert C. Andersen
Chair
Lower Platte South Natural Resources District
P.O. Box 83581
3125 Portia Street
Lincoln, NE 68521

Re: Terms of Engagement

Dear Robert:

Thank you for placing your confidence in me to represent Lower Platte South Natural Resources District ("LPSNRD") regarding Advice and Counsel (Monthly Retainer). As a follow-up to our discussion, it is our firm policy to put our representation agreement in writing. We do this to ensure mutual understanding. We will provide billings to you monthly. The format will reflect a chronological listing of services performed on each individual matter for which we have been retained to provide legal service.

We record time in tenth-of-an-hour increments, which time is billed at the then current hourly rate in effect. My current hourly rate is \$350.00. Beginning January 1, 2026 through June 30, 2026, we have agreed that LPSNRD will pay a flat monthly fee of \$1,750.00 per month, which represents approximately five (5) hours per month of work. This fee will include day-to-day employment law counseling, review of individual policies on a case-by-case basis, and some training, if the training is five (5) hours/month or less. Travel time outside of the Omaha metropolitan area will be included as work in the five (5) hours per month.

Larger projects, such as a complete handbook review, position statement, employment investigation, etc. will not be included in the flat fee. Should LPSNRD request such services, we will agree before the work is undertaken, that LPSNRD would like me to complete the work and that it is not included in the flat fee. We will not undertake any work that is not included in the flat fee without an express agreement to do so.

Normally, third party expenses such as court filing fees, court reporter charges, mileage and the like, will be billed directly to you. In some instances, our firm will advance such costs on LPSNRD's behalf and charge it in the next monthly statement. All bills are due and payable upon receipt unless otherwise indicated on the bill. However, ordinary out-of-pocket expenses, such as copies, research costs, etc. are generally included in the hourly rate.

LPSNRD may terminate our representation by notifying our firm in writing of its desire to have us withdraw as counsel. In such event, you would be required to pay our firm for services rendered and expenses incurred to the date of withdrawal. Such charges would be due and payable on the date of withdrawal as counsel.

We will retain file materials for five (5) years after the termination of the matter, at which time the file materials will be disposed of in a confidential manner. If, at the conclusion of a matter, LPSNRD would like a copy of any file materials, feel free to request a copy in writing.

We trust that all the items referred to above are fairly self-explanatory, however please give me a call if you have any questions or concerns. We hope that our practice of discussing the extent and scope of the arrangement at the outset, along with an explanation of fees and costs, is helpful.

So that our file will be complete, please either print and sign or electronically sign below, thereby indicating your understanding and acceptance of the arrangement described above.

Please return a signed copy of this letter to me—by email is sufficient. I look forward to working with you.

Sincerely,

JRP MEDIATION AND EMPLOYMENT LAW

Jennifer R. Petersen
For the Firm

I agree to the above terms and conditions.

Lower Platte South Natural Resources District

Robert C. Andersen

By:

Date

C-5: CONFERENCES AND MEETINGS

It is the general policy of the District to encourage Directors and staff to attend at least one conference or meeting annually, which is directly related to the conservation, use management, and control of natural resources. The following procedure will be utilized for selecting Directors and staff who may wish to attend a conference or meeting. This procedure, however, may be altered by the Chair if in their discretion such alteration seems appropriate.

1. From time to time brochures and information on conferences and meetings are received in the District office. The General Manager shall be responsible for reviewing these materials and other materials called to their attention by Directors or staff. The General Manager, after reviewing such materials, shall inform the Chair whether attendance at a particular conference or meeting, either by Directors or staff, would be beneficial to the District.
2. Depending on the subject matter and location of a conference or meeting, the Chair may direct staff to provide conference information to all Directors, certain Directors, certain subcommittees or certain staff, with the request that interested parties contact the General Manager.
3. Certain conferences that are held in the state, such as the Annual NARD Conference, the NARD Legislative Conference, the Nebraska Groundwater Foundation Symposium, and the Nebraska Water Conference, will usually be made available to all Directors who wish to attend.
4. The Chair shall then review the conference materials and the General Manager's recommendation and make a determination as to whether Directors or staff should be authorized to attend the conference or meeting by executing an approval form which serves as the authorization to attend and incur reimbursable expenses as authorized. In making this decision, the ~~chair~~Chair shall consider whether a certain Director or staff member has attended the same conference previously. All requests to attend conferences will be given consideration. The Chair shall report to the board in writing at the next Board meeting those individuals who have been approved. Generally, a Director shall not attend more than two out-of-state conferences, meetings, or events per year.
5. Certain conferences and meetings may be held within the state, and which may require travel and overnight stay. It may be appropriate for certain staff to attend as a part of their job responsibilities. The General Manager, with notification to the Chair, may approve such attendance and authorize payment of authorized expenses.

6. Directors and staff who attend out-of-state conferences, ~~particularly out-of-state conferences, are encouraged to~~ shall submit written reports for distribution, which summarize the subject matter of the sessions and events attended by the Director or staff. Directors and staff who attend in-state conferences are encouraged to submit a written report for distribution if the conference subject matter is noteworthy or if the conference is not a regularly reoccurring conference with traditionally high levels of Director and/or staff attendance (i.e. the NARD Legislative Conference).
7. Before a Director or ~~employee~~ staff is reimbursed their eligible expenses, such person shall include with their request for reimbursement an approval form executed by the Chair or General Manager, as appropriate, along with a copy of the conference registration, program, or agenda.
- ~~7.8.~~ The District may make arrangements on behalf of Directors to facilitate their attendance at conferences, including but not limited to conference registration, hotel reservations, and travel accommodations. If, for any reason, a Director is not able to attend a conference and the District made arrangements on behalf of the Director to facilitate the Director's attendance, then the Director shall notify the District as soon as possible to allow the District to attempt to cancel and secure refunds for any expenditures made on behalf of the Director. In the event a Director is unable to attend a conference for which arrangements had been made by the District, then for a period of one calendar year from the date of such conference, the District shall not make arrangements on behalf of that Director to facilitate their attendance at any conference, but such Director shall be able to submit eligible expenses for reimbursement after having attended a conference.

C-23: OATH OF OFFICE

Each Director, whether elected or appointed, shall take the oath of office in the manner prescribed below:

1. Elected Directors: Each Director elected at a general election shall take the oath of office following receipt of their election certificate and not later than fifteen days before the first Thursday after the first Tuesday in January next succeeding the election.
2. Appointed Directors: Each Director appointed to serve on the Board of Directors shall take the oath of office within thirty days after their appointment.

For the purposes of this policy, "election" shall include a Director's election to an initial term in office, as well as any election relating to a subsequent term in office. A Director shall take the oath of office as provided in this section prior to each term of office such Director may hold.

Taking the oath of office shall not entitle any person to take any official action prior to the commencement of his or her term of office.

F-3: PROCEDURES AND CONTROLS FOR OBLIGATION AND EXPENDITURE OF DISTRICT FUNDS

1. District funds, which are to be expended for any purpose, may not be obligated, committed or expended unless they are included in the annual budget of the District, which has been submitted to the State Auditor pursuant to the Nebraska Budget Act, Neb. Rev. Stat. §13-501 to 13-514 ~~(Reissue 1997)~~.
2. Once District funds have been properly included and approved in the annual budget, they may be expended for the purposes and in the amounts identified in the budget, and for programs and projects identified in the long range implementation plan, without further authorization or approval of the Board, if the amount of each expenditure is ~~\$15,000~~\$20,000 or less, except for emergency purchases under Policy No. G-6 and payroll expenses and deductions.
3. If the amount for each expenditure is in excess of ~~\$15,000~~\$20,000, District funds shall not be expended unless post-budget approval of the Board is granted before such funds are obligated or committed. Once Board approval has been granted in accordance with this Paragraph 3, subject to the provisions of Paragraphs 4 and 5 below, funds may be expended in payment of the obligation or commitment incurred, regardless of the amount.
4. If the amount of any expenditure is in excess of ~~\$15,000~~\$20,000, but not greater than \$50,000, either the procedure for selecting consultants for professional services shall be required, pursuant to Policy No. G-3, or the procedure for informal competitive bids shall be required, pursuant to Policy No. G-5, Paragraph 2, before post-budget authorization or approval of the Board is granted, pursuant to Paragraph 3 above.
5. If the amount of any expenditure is in excess of \$50,000, either the procedure for selecting consultants for professional services shall be required, pursuant to Policy No. G-3, or the procedure for formal competitive bids shall be required, pursuant to Policy No. G-5, Paragraph 3, before post-budget authorization or approval is granted pursuant, to Paragraph 3 above.
6. The requirements of Paragraphs 2, 3, 4, and 5 above, including Policy Nos. G-5 and G-7, may be waived or suspended by the Board for good cause. Good cause shall mean an unforeseen situation or circumstance where the enforcement of the requirements of these paragraphs would not be prudent or reasonable considering the unforeseen situation or circumstance, or would create a hardship for the District.

7. Whenever during the current fiscal year it becomes apparent to the Board that, due to unforeseen emergencies, there is temporarily insufficient money in the General Fund to meet that fund, the Board may, by majority vote, unless otherwise provided by state law, transfer money from other funds to the General Fund. No expenditure during any fiscal year shall be made in excess of the amounts indicated in the adopted budget statement, except as authorized in Section 13-511, or other provisions of state law. Neb. Rev. Stat. §13-510. ~~(Reissue-1997)~~
8. Unless otherwise provided by state law, whenever during the current fiscal year it becomes apparent to the Board that there is an emergency and that because of unforeseen circumstances either the revenue of the current fiscal year for any fund thereof shall be insufficient or additional expenses are to be incurred which could not reasonably have been anticipated at the time the budget for the current year was adopted, the Board may propose to supplement the previously adopted budget statement and shall conduct a public hearing on such proposal and follow the further requirements of Neb. Rev. Stat. §13-511. ~~(Reissue-1997)~~.

G-3: PROCEDURE FOR HIRING CONSULTANTS FOR PROFESSIONAL SERVICES

If the estimated cost of hiring a consultant for engineering services is more than \$100,000, or for any other professional services is more than ~~\$5,000~~15,000, then the following procedure shall apply:

1. A list of all consultants interested in providing professional consultation services will be compiled and maintained by the District.
2. For professional services that are identified by the General Manager and Chair as being for ongoing projects and/or studies or “basic professional services.”
 - a. The General Manager shall develop and keep updated background information on all firms interested in providing the specific services.
 - b. The General Manager shall develop a scope of services, shall select a qualified consultant, and negotiate an agreement for services subject to approval of the Board of Directors as provided in Paragraph 4.
3. For professional services that are identified by the General Manager and approved by the Chair as being for new major projects and/or studies:
 - a. Consultants having the appropriate qualifications may be mailed a Request for Qualifications (RFQ) or Request for Proposals (RFP), and a notice of the RFQ or RFP will be published in appropriate news media for three consecutive weeks. The RFQ or RFP will include a general description of the project.
 - b. A selection team appointed by the General Manager shall review and evaluate the proposals and select a minimum of three consultants who have submitted proposals, unless fewer have submitted proposals. Factors to be considered in this selection shall include consultant qualifications, past performance of the consultant, and other information provided in response to the RFQ or RFP. The consultants so selected shall be those deemed to be the most qualified to perform the required services.
 - c. The selection team will conduct interviews with the consultants selected to determine their interest in the project and ability to furnish the required service, any recent changes in their qualifications, their current and projected work load, and their willingness to meet time and price requirements. The team will rank the consultants in order of their preference, considering past performance, adequacy of staff and

resources, consultant location in relation to project and familiarity with the area, approach to the project, and other pertinent factors,

- d. The General Manager will proceed to negotiate a proposed contract with the number one ranked consultant until an agreement is reached or officially terminated. In the event negotiations are terminated, the number two firm will be contacted to begin negotiations with them. This procedure will be repeated until an agreement is reached. If unable to negotiate a satisfactory agreement with any of the three final ranked consultants, the committee may select additional firms in order of preference according to the procedures previously described, or the process may be terminated.
4. At the conclusion of negotiations, the General Manager or assigned staff shall write a memo to the Board reviewing the selection process, and make a recommendation to the Board as to the best qualified consultant and the services agreement.

G-5: COMPETITIVE BIDDING

The competitive bidding requirements hereinafter set forth, shall not apply to the purchase of interests in real estate, utilities, insurance policies, intangible personal property, such as bonds, bills, notes and certificates of deposit, and unique or non-competitive items, such as library books, publications and used personal property. These procedures shall not apply to the hiring of consultants for professional services, which is governed by Policy No. G-3 or if only a sole source supplier exists. With respect to all other purchases, the following procedure shall be followed:

1. Purchases exempt from competitive bidding

When the consideration or price to be paid for the purchase of any service or any item of personal property is ~~\$10,000~~20,000 or less, or when the aggregate consideration or price for the purchase in one transaction of two or more similar or identical items shall amount to ~~\$10,000~~20,000 or less, a contract or purchase order may be awarded or made without providing for competitive bids.

2. Informal competitive bids

When the consideration or price to be paid for the purchase of any service or any item of personal property is estimated to exceed the sum of ~~\$10,000~~20,000, but less than ~~\$35,000~~50,000, (except for hiring consultants for professional services under Policy No. G-3) or when the aggregate consideration for the purchase in one transaction of two or more similar or identical items estimated to exceed the sum of ~~\$10,000~~20,000, but less than ~~\$35,000~~50,000, then the General Manager shall cause to be communicated notice of the intent to purchase the specifications for such item or items, and any time consideration to at least three known suppliers within the District of such services or items, bids shall be awarded to the lowest responsible bidder. The District reserves the right to reject any and all bids in whole or in part. A written memorandum of the documents generated in connection with the informal bidding process shall be maintained in the files of the District, and made available for inspection by any interested party during normal business hours.

3. Formal competitive bids

- a. When the consideration or the price to be paid for the purchase of any service or item of personal property is estimated to exceed ~~\$35,000~~50,000, (except for hiring consultants for professional services under Policy No. G-3) or when the aggregate consideration for the purchase in one transaction of two or more similar or identical items is estimated to exceed ~~\$35,000~~50,000, the General manager shall prepare or cause to be prepared detailed written specifications for such item or items, and an invitation for bids thereon, and shall transmit the copy of the invitation for

bids by mail to each known supplier of such item or items within the District.

- b. All formal sealed competitive bids received by the General Manager shall be publicly opened and read by the General Manager, or a designated representative, at the time specified in the bids.
- c. Contracts shall be awarded to the lowest responsible bidder. The Board reserves the right to accept or reject any and all bids in whole or in part.
- d. Resident bidders are to be allowed a preference over non-resident bidders from a state, which gives or requires a preference to bidders from that state.
- e. When awarding contracts for public works, the District shall require that all contractors file a statement, which shows that they are complying with the fair labor standards act, and also that in the performance of the contract, if awarded, fair labor standards shall be maintained. Neb. Rev. Stat. §73-102 ~~Reissue 1996~~).
- f. *With respect to Invitation For Bids, which include the following or similar language "Owner [NRD] reserves the right to waive informalities in bids received as may be determined by Owner to be in the best interest of the Project and Owner," the Board of Directors delegate to the General Manager the authority to waive informalities on its behalf, as may be determined by such General Manager to be in the best interest of the Project and the District.*

Informalities in bids do not include price, time, or change in work.

4. Public structures and improvements

Before awarding contracts for the construction of public structures and improvements in excess of \$10,000, regardless of the amount, the District shall require that a bond in the sum not less than the contract price, conditioned for the payment of laborers and mechanics for labor and suppliers who furnish material and who lease equipment for work, shall be posted with the District, in order to protect such laborers, ~~and~~ mechanics, and suppliers since they cannot file liens against public structures and improvements. Neb. Rev. Stat. §52-118 ~~Reissue 1993~~)

PERSONNEL POLICIES

GENERAL

A policy is a statement in general terms, which serves as a guide to consistent decision-making in recurring situations. It is to be broad and general, leaving room for interpretation and the exercise of judgment and initiative. It must ~~not be regarded as sacred once it is issued but must~~ come under frequent review and be subject to revision as necessary.

This policy manual does not constitute an employment contract. The Lower Platte South Natural Resources District of Lincoln, Nebraska, reserves the right to alter, amend, or discontinue any or all portions of this manual on personnel policies upon proper notification to employees. The interpretation and administration of these policies shall be at the sole discretion of management.

USE

1. To permit decisions to be made in advance.
2. To ensure consistency in decision-making.
3. To permit recurring decisions to be made at the lowest possible level in the district.
4. To conserve the time and energy of management at all levels.
5. To allow the employee to know in advance what is expected and to know management's position in recurring situations.

Personnel Policy No 4: INTERNSHIPS

The General Manager will develop and implement a program and procedure for student internships. The program will include determination of appropriate assignments, the qualifications, the selection process, the supervisory responsibilities, and financing.

The General Manager will prepare and submit periodic reports to the Executive Subcommittee on the Internship Program status.

Personnel Policy No. 5: TERM OF EMPLOYMENT

All employees serve to support the mission of the District and serve at the will of the District, except for the General Manager, who has an employment agreement as per Operating Policy C 10-2. An employee may be terminated for any reason or no reason at all. Management's decision to terminate an employee ~~shall be final~~. Any employee who separates from employment with the District~~terminated~~ shall have the opportunity for an exit interview with their Supervisor, the Administration and Finance Manager, or the General Manager. The General Manager shall select the person who conducts an exit interview upon an employee's separation from employment.

Personnel Policy No. 7: ATTENDANCE AND PUNCTUALITY

All employees are required to be at their workstations and ready to begin work promptly at the starting time and will continue to work until quitting time, except for authorized breaks.

If an employee must be absent from work, they shall notify their supervisor as far in advance of the beginning of the work day as possible, but not later than the normal starting time.

All employees are required to keep ~~either weekly or monthly~~ time sheets, which shall be furnished by the District. All employees shall accurately record their hours worked and any leave taken.

Personnel Policy No. 13: PAY PERIOD

The pay period for all employees is once every two weeks (bi-weekly) ~~beginning July 24, 2024.~~

Employees are required to furnish the District with all payroll information requested, including but not limited to withholding, social security and FICA taxes.

The District will advise employees of any material changes in the preparation of the payroll.

Employee pay will be directly deposited into the bank account they select with their preferred banking institution.

The District is required by Federal and State laws to make certain deductions from your earnings. Other payroll deductions may be made in accordance with employee benefits programs. The records of the deductions shall be shown on or will accompany the paycheck. Deductions shall include, but not be limited to:

- Social Security (FICA)
- Medicare Portion of FICA (MEDFICA)
- Federal Withholding Tax
- State Withholding Tax
- Retirement Program
- Health and Life Insurance

Personnel Policy No. 20: HOLIDAYS

The District will observe the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Indigenous Peoples' Day (observed on the day after Thanksgiving)
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

These holidays will be observed according to the holiday schedule for Federal employees, except that Indigenous Peoples' Day shall be observed on the Friday after Thanksgiving. An employee may choose to take holiday leave for Indigenous Peoples' Day on the second Monday of October, but in such event the employee will be required to take vacation leave on the Friday after Thanksgiving when the office is closed.

The District also will observe any other holidays and those additional hours or days associated with Federal holidays that are declared by the President of the United States for Federal employees.

Employees will receive their regular rate of pay for these holidays.

A non-exempt employee who is required by either the General Manager or Assistant General Manager to work on a holiday, or part thereof, shall be paid at the same rate as if it were an ordinary workday, and in addition, shall be paid for the holiday or may take the earned time off during the same work week.

Personnel Policy No. 14: OVERTIME AND COMPENSATORY TIME

OVERTIME

The Federal Fair Labor Standards Act (Wage and Hour Law) applies to all state and local government employees. The Wage and hour Law defines categories of employees who must be paid overtime compensation for all hours worked in excess of 40 hours per week (non-exempt) and those who do not receive overtime (exempt). Employees will be advised of their status at the time of their employment and whenever their employment status changes.

The District will pay one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of 40 hours in a workweek by a non-exempt employee.

- A. All overtime shall be authorized by their supervisor before more than 40 hours worked in a workweek.
- B. The basic workweek cannot be changed without a Board-approved change in this policy.
- C. The hours worked by an employee cannot be averaged over two or more workweeks to avoid overtime payment.

VACATION AND SICK LEAVE

Vacation and sick leave are earned as established in the Personnel Policy. Overtime hours do not increase the rate at which these benefits are earned.

NON-EXEMPT

The following employee positions are non-exempt and are therefore subject to overtime pay provisions:

Receptionist/Secretary	Resources Technician (NRCS)
District Office Secretary/Program Assistant	Environmental Educator
Operations and Maintenance Technician	Resources Conservationist
Water Resources Conservationist	Water Resources Technician
Water Resources Compliance Specialist	
Land Management Maintenance Technician	
District Field Office Secretary (NRCS)	

All other part-time or full-time employees are non-exempt unless specifically listed, and qualified as exempt from overtime provisions.

EXEMPT

The following employee positions are exempt from overtime pay provisions:

General Manager	Executive
Assistant General Manager	Executive
Administration & Finance Manager	Administrative
Projects Coordinator	Administrative
Resources Coordinator	Administrative
<u>Water Resources Coordinator</u>	<u>Administrative</u>
Lower Platte River Corridor Alliance Coordinator	Administrative
Public Communications <u>Information</u> Specialist	Administrative
Environmental — Education/Communications Coordinator <u>& Adult</u>	
<u>Environmental Educator</u> Administrative	
Land & Flood Control Operations <u>Operation and</u>	
Maintenance Coordinator	Administrative
Social Media Strategist	<u>Administrative</u>
<u>Drinking</u> Water Protection <u>Resources</u> Specialist	Professional
Information Systems Administrator	Professional
GIS Specialist	Professional
Stormwater <u>& Watersheds</u> Specialist	Professional
District Engineer	Professional

COMPENSATORY TIMEA. Non-Exempt Employees

1. Non-exempt employees may receive compensatory time at the rate of 1 1/2 hours for each hour worked over 40 hours per week, in lieu of overtime pay. However, the employee and the District must sign an agreement that states the employee chooses to receive compensatory time in lieu of overtime pay and must be signed prior to performance of the work. Such agreement can be changed no more often than once a year.
2. An employee may use the compensatory time provided:
 - a. The time has been earned.
 - b. The time off is approved by the employee's supervisor.
 - c. The time off will not unduly disrupt the operation of the District.
3. Non-exempt employees are encouraged to use compensatory time

prior to vacation leave. Compensatory time shall be used within the fiscal year earned or will be paid out at end of the fiscal year. – However, the accumulated balance of unused compensatory time will not affect the carryover of vacation leave for non-exempt employees.

4. Non-exempt employees cannot accrue more than 240 hours of compensatory time (160 hours worked x 1.5 = 240 compensatory hours) at any time. Additional overtime hours worked will be paid overtime.
5. At the discretion of the District, compensation may be paid to a non-exempt employee for accrued compensatory time, and such compensation shall be paid at the rate earned by the employee at the time the employee receives such payment.
6. A non-exempt employee shall be paid for unused compensatory time upon termination of employment (either voluntary or involuntary termination). The rate of compensation will be:
 - a. Average regular rate of pay for the last three years of employment or;
 - b. The final regular rate of pay, whichever is higher.

HOURS WORKED

All hours worked must be recorded and turned in at the end of each pay period by all employees, exempt or non-exempt.

A. The following are considered to be HOURS WORKED:

1. All time required or permitted to be on duty at the office, in the field, in meetings, conferences, seminars, or classes. On-the-job waiting time such as waiting for specific job assignments, for contractors at job sites, for equipment to be repaired, or for meetings to commence.
2. Time spent by an employee in travel as part of their job, such as travel from job site to job site during the workday, must be counted as hours worked. When an employee is required to report to a designated location to receive instructions, or to pick up tools, equipment or materials, the travel time from the designated location to the work place is part of the day's work and must be counted as hours worked. Travel time to return to the District office from a work site at the end of the day, must also be counted as hours worked. However, if an employee goes home from a work site rather than returning to the District's office, the travel time is not counted as hours worked.

Travel that keeps an employee away from home overnight is working time during the time it cuts across the employee's normal workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on non-working days as well. Thus, travel time between 8:00 a.m. and 4:30 p.m. (less the normal lunch hour) is working time on Saturday and Sunday as well as on the other days. However, travel time outside normal working hours, where an overnight stay is involved, will not be counted as hours worked, unless the employee is required to drive their own vehicle.

3. Meal time while on District business, provided:
 - a. Employee is luncheon or banquet speaker, M.C., or program organizer for the luncheon or banquet event.
 - b. Purpose is a working lunch, etc., to discuss District business with Directors, staff, or clients.
4. Any work conducted outside regularly scheduled hours will be paid.
5. Time spent by an employee in waiting for and receiving medical attention at the direction of the employer during the employee's normal working hours on days when they are working constitutes hours worked.
6. Time spent in work for public or charitable purposes at the management's request, or under management's direction or control, is working time.

B. The following are considered to be HOURS NOT WORKED:

1. Off-duty time. The employee is relieved from duty, can leave the job site or office, can use the time off effectively for their own purposes, and is told in advance when to report for work.

If an employee on their own initiative attends a school, college, or trade school after hours, the time is not hours worked. Travel time from home to work (and vice versa) is not compensable.
2. On-call time. The employee is not required to remain at the office or job site, but is subject to be called to work. When an employee is called out on a job assignment, only the time spent actually making the call is counted as hours worked.
3. Employee sent home for lack of work. If an employee is told, upon reporting for work, that there is not work available and the individual are sent home immediately, no time is logged.

When an employee is required or allowed to wait for work after their work is scheduled to begin, the time spent waiting until the individual is put to work or sent home is logged as hours worked.

4. Travel time from home to work before the regular workday and from work to home at the end of the work day is ordinary home to work travel and is not considered hours worked; therefore, no compensation, either straight time or overtime, is due. Employees called out by management to perform an emergency job shall have all time spent on travel, including from home to work and from work to home, count as working time.
5. Meal periods: A bona fide meal period during the scheduled workday is not logged as hours worked, provided the employee is completely relieved from duty.
 - a. Minimum time authorized for meal periods is 30 minutes. A meal period of less than 30 minutes is logged as hours worked.
 - b. A meal period frequently interrupted is logged as hours worked (examples: on-the-job construction inspection during the lunch break, answering the phones during the lunch break).

Personnel Policy No. 21: VACATION

Accrual

Vacation leave accrual begins on the first day of employment and ends on the last day of employment. The rate of accrual is shown in the accrual charts which follow.

Occasional employees shall not be entitled to vacation leave.

Employees accrue vacation only when they are in pay status.

Time worked in excess of 40 hours in the workweek does not affect vacation leave accrual.

When balances are posted, figures should represent accrual up to the time of posting.

Accrual Chart

Full-time employees earn vacation leave as follows:

Years of Service	Hours per <u>pay period</u>Month	Days per
Year		
1st through 5th year	8.00 <u>4.00</u> hours	12 <u>13</u> days
Beginning of 6th year	10.00 <u>4.92</u> hours	15 <u>16</u> days
Beginning of 8th year	10.67 <u>5.23</u> hours	16 <u>17</u> days
Beginning of 10th year	11.33 <u>5.54</u> hours	17 <u>18</u> days
Beginning of 12th year	12.00 <u>5.85</u> hours	18 <u>19</u> days
Beginning of 14th year	12.67 <u>6.15</u> hours	19 <u>20</u> days
Beginning of 16th year	13.33 <u>6.46</u> hours	20 <u>21</u> days
Beginning of 17th year	14.00 <u>6.77</u> hours	21 <u>22</u> days
Beginning of 18th year	14.67 <u>7.08</u> hours	22 <u>23</u> days
Beginning of 19th year	15.33 <u>7.38</u> hours	23 <u>24</u> days
Beginning of 20th year <u>and over</u>	16.00 <u>7.69</u> hours	24 <u>25</u> days
Beginning of 21 years and over	16.67 hours	25 days

Vacation leave may not be taken in excess of three continuous weeks or 15 continuous working days, without 60 days prior approval of the General Manager.

All vacation leave must be scheduled in advance with the employee's supervisor and/or the General Manager. All vacation leave taken must be recorded.

If a District-observed holiday occurs while an employee is on vacation leave, he or she will be paid for the holiday, and the holiday will not be charged against vacation leave.

Vacation leave may be taken in 15 minute increments with a minimum time to be charged of one hour.

Balancing of Vacation Leave

The amount of vacation leave that can be accumulated by employees effective July 1, 2025 is 400 hours. Employees will not accrue any additional vacation leave until their balance drops below 400 hours.

Employees may check their current vacation balance by accessing Intuit Workforce.

Payments Upon Separation from the District

An employee separated from the District for any reason will receive pay for unused vacation leave. In the event of death, payment will go to the employee's designated eligible survivor.

Vacation Leave Accrual for Rehires

For purposes of vacation leave accrual, employees who leave the District (for other than corrective action reasons) and return to a leave-eligible position within three years will be credited with prior years of service. The leave accrual date will be adjusted to reflect the absence.

Personnel Policy No. 29: EMPLOYEE RECOGNITION

Full-time employees of the District will be honored, on or about their employment anniversary, based on the number of years of full-time employment by the LPSNRDDistrict as follows:

Years of Service	Value of Award (<u>subject to taxation</u>)
5 years	\$ 25.00 <u>50.00</u>
10 years	\$ 50.00 <u>100.00</u>
15 years	\$ 75.00 <u>150.00</u>
20 years	\$ 100.00 <u>200.00</u>
25 years	\$ 150.00 <u>275.00</u>
30 years+	\$ 200.00 <u>350.00</u>
<u>35 years</u>	<u>\$450.00</u>
<u>40 years</u>	<u>\$600.00</u>

After an employee's 40th year of service, the award for each five-year anniversary shall increase by \$200.00.

Personnel Policy No. 38: USE OF DISTRICT RESOURCES

"District Resources" are defined as personal property or funds under the care and control of a District employee, which also includes District equipment, District Communications Systems, ~~(such as telephone, cell phone or internet)~~ and District vehicles. The term also includes District employees on District time.

District "Communications Systems" means any voice, video, data or wireless communications facility contracted for, or provided by the District including District provided equipment and network connections to District computers.

District Resources are provided for the conduct of business of the District, except that any use of District Resources by a District employee which is incidental or de minimis shall not constitute a violation of this policy.

District Communications Systems, including cellular telephones, electronic handheld devices (including tablets), or computers may be used by District employees for incidental or de minimis purposes. Such devices may be used for emails, text messaging, local calls, and long-distance calls, to children at home, teachers, doctors, daycare centers, baby-sitters, family members, or others to inform them of unexpected schedule changes, and for other essential personal business. Any such use for essential personal business shall be kept to a minimum and shall not interfere with the conduct of District business. A District employee shall be responsible for payment or reimbursement of charges, if any, that directly result from any such communication.

Essential personal business shall not include use of the District Resources including District Communications Systems for personal financial gain or campaign or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. These uses are prohibited by Neb. Rev. Stat. § 49-14,101.01(2) and Neb. Rev. Stat. § 49-14,101.02(2).

The ~~electronic communications systems~~ District Communications Systems and all information created, sent, received, accessed, or stored on them are the property of the Lower Platte South NRD.

~~For security and network maintenance purposes, the Information Systems (IS) Administrator may monitor equipment, systems, and network traffic at any time.~~

~~Employees must provide all passwords to the IS Administrator. The General Manager and IS Administrator shall have access to these passwords. Employees may not, without authorization, disclose or use someone else's password.~~

~~The General Manager reserves the right to authorize the IS Administrator to monitor, access, retrieve, and read any electronic communications to determine if violations of~~

~~the law or this policy exists, and if necessary, disclose the same to law enforcement officials or other third parties.~~

~~Electronic communications may not contain content that a reasonable person would consider defamatory, offensive, harassing, disruptive or derogatory.~~

~~With the use of the internet, employees may not upload, download, or otherwise transmit copyrighted, trademarked, or patented material; or other confidential, private, or proprietary information or materials in violation of any legal constraints. Employees may not use Lower Platte South NRD's electronic communication systems to gain unauthorized access to remote computers or other systems, or to damage, alter, or disrupt such computers or systems in any way.~~

Personal use of the internet should be limited to breaks, lunch, and other non-working hours, except for an emergency.

Violations of this policy may result in disciplinary action, or if necessary, termination.

Personnel Policy No. 54: Computers, Internet, E-mail, and Other Electronic Resources

The Lower Platte South NRD provides a wide variety of communication tools and resources to employees for use in conducting District business activities. Whether it is the telephone, voicemail, scanner, Internet, intranet, e-mail, text messaging, portable electronic devices, or any other District-provided technology, use should be reserved for District-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of District-provided computer, phone, portable electronic devices, or other communication tools. All communications made using District-provided equipment or services, including e-mail and Internet activity, are subject to inspection by the District. Employees should keep in mind that even if they delete an e-mail, a voicemail, or another communication, a copy may be archived on the company's systems for up to 8 years.

Employee use of District-provided communication systems, including personal e-mail and Internet use, that is not job-related has the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the Internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the District's systems, as well as the reputation of the District. It also is against District policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers.

E-mails and other written communication may be considered public records and may be subject to disclosure under applicable law, as well as to discovery in the event of litigation. Be aware of this possibility when sending written communication in any form within and outside the District.

All use of District-provided communications systems, including e-mail and Internet use, should conform to District policies. Electronic communications may not contain content that a reasonable person would consider defamatory, offensive, harassing, disruptive or derogatory.

Because e-mail, telephone and voicemail, and Internet communication equipment are provided for District business purposes and are critical to the District's success, your communications may be accessed without further notice by the IS Administrator and the Districts' General Manager to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Employees should pay particular care to the use and security of portable electronic devices when used for business-related purposes, such as laptops, tablets, smartphones, and other data storage media provided by the District. Lost or stolen portable electronic devices containing District information may cause breaches of security. Employees should use appropriate password protection for such devices and physically secure them as recommended by IS Administrator.

Employees must secure and provide all passwords to the IS Administrator, as provided in this paragraph. The General Manager shall develop and adopt a classification and schedule for password-protected material stored by the District. The passwords for password-protected materials under Schedule A shall be provided to the IS Administrator, who shall be responsible for tracking such passwords. The General Manager and IS Administrator shall have access to the passwords under Schedule A. The passwords for password-protected materials under Schedule B shall not be shared by an employee with any other employee, including the General Manager or IS Administrator, but the IS Administrator shall be the sole designated password-recovery contact for such password. Employees may not, without authorization, disclose or use someone else's password.

For security and network maintenance purposes, the Information Systems (IS) Administrator may monitor equipment, systems, and network traffic at any time. The General Manager reserves the right to authorize the IS Administrator to monitor, access, retrieve, and read any electronic communications to determine if violations of the law or this policy exists, and if necessary, disclose the same to law enforcement officials or other third parties.

Employees should keep passwords secure and do not share accounts/passwords. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed every 6 months. User level passwords should be changed every twelve months. All PCs, laptops, and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less in case the employee forgets to lock the computer or log off. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code. The company recommends that if you do not recognize the name of the sender or if the e-mail received is suspicious in nature, delete it immediately without opening. Do not forward any suspicious e-mails to anyone, just delete them.

Without prior written authorization from the IS Administrator, users may not do any of the following:

- Copy software for use on home computers
- Provide copies of software to any person for any reason under any circumstances
- Install software on any workstations or servers
- Download any software from the Internet or other online service to any workstations or servers
- Introduce any malicious programs into the network or server
- Modify existing hardware
- Purchase or install new hardware
- Install any network devices

Prohibited E-Mail and Communications Activities:

- Sending unsolicited e-mail messages, including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material
- Any form of harassment, including inappropriate jokes, pictures, etc. via e-mail, telephone, whether through language, frequency, or size of messages
- Unauthorized use, or forging, of e-mail header information
- Solicitation of e-mail for any other e-mail address, other than that of the poster’s account, with the intent to harass or to collect replies
- Use of unsolicited e-mail originated from within the District’s networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted or connected via the network

Violations of this policy may result in restrictions implemented on your device, disciplinary action, or if necessary, termination.

Personnel Policy No. 47: NON-DISCRIMINATION AND NON-HARASSMENT POLICY

Purpose:

The District is an equal employment opportunity employer and expects all District employees to perform their work in a professional manner with a concern for the well-being of their co-workers and the public. The District does not tolerate discrimination in any form, including harassment, on the basis of any legally-protected status, including national origin, race, age, sex (including pregnancy), disability, religion, marital status, veteran status, HIV status, gender identity, sexual orientation, or any other characteristic protected by applicable federal, state or local laws ("Protected Statutes").

This policy serves to declare and reaffirm the District's commitment to equal opportunity and non-discrimination in employment. It is intended to identify the definition, prohibition and reporting of discrimination and harassment and the rights and responsibilities of District employees and management relating to the same.

A. Non-Discrimination

In accordance with its EEO policy, the District complies with all anti-discrimination laws, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Nebraska Fair Employment Practices Act and the Nebraska Age Discrimination in Employment Act. The District expressly prohibits discrimination, including harassment, in any of its employment opportunities or practices.

B. Non-Harassment

The District is committed to providing a work environment in which people are treated with dignity and respect free from unlawful discrimination and harassment. The District prohibits harassment of any employee by another person (managers, co-workers, vendors or anyone with whom you have contact through your position) on the basis of any Protected Status. Harassment is defined as unwelcome conduct based upon a Protected Status which creates a hostile, intimidating or offensive work environment or results in unlawfully affecting a term, condition, or privilege of employment. Harassment can include, but is not limited to, offensive jokes, slurs, insults, intimidation, images and unwanted physical contact.

Included in the District's prohibition against harassment is sexual harassment. Sexual Harassment means any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

C. Accommodations (for Individuals with Disabilities or for Religion)

The District does not discriminate against any qualified employee or applicant as to any terms or conditions of employment due to the individual's disability or a request for a reasonable accommodation. The District will provide reasonable accommodations upon request, as required by law, for known or disclosed physical or mental impairments of an otherwise qualified applicant or employee, unless doing so will impose an undue hardship upon the District's business operations or pose risk to the health and/or safety of the employee or others.

An employee who needs an accommodation in order to perform the essential functions of the job should contact the Administration and Finance Manager to request an accommodation. Employees seeking accommodations may be asked and will be expected to engage in an interactive process as needed to identify potential reasonable accommodations necessary to perform the essential functions of their job duties. An employee may also be asked to submit medical documentation substantiating the need for a reasonable accommodation. The District will review and analyze accommodation requests on a case-by-case basis, including engaging in an interactive process with the employee or applicant to identify if a reasonable accommodation can be made. The District may identify and select accommodations other than those proposed by an employee so long as those accommodations are reasonable and will effectively allow the employee to perform the essential functions of their job. The District treats all medical information submitted as part of the accommodation process in a confidential manner. Employees will not be subjected to retaliation for requesting or utilizing workplace accommodations. Any employee who believes the employee has suffered unlawful retaliation should use the complaint procedure below.

The District will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the District's operations or a safety or health concern to the employee or others. If you wish to request such an accommodation, please speak to the Administration and Finance Manager.

D. Procedures:

1. Reporting Concerns

Any District employee who believes they are being subjected to unlawful discrimination or harassment in the workplace must take one or more of the following steps:

a. If the employee is comfortable approaching the person who is responsible for the harassing behavior, the employee should notify the person responsible for the harassing behavior of the concerning conduct and request the person stop behaving in the offending manner.

b. If an employee is not comfortable approaching the person who is responsible for the harassing behavior, the employee should immediately report the harassing behavior to either the employee's direct supervisor, the Administration and Finance Manager, the Assistant General Manager, or the

General Manager.

Any employee who believes that another employee is being subjected to discrimination or harassment in the workplace or believes that another employee is being harassed as a result of that employee's employment with the District should immediately report the harassing behavior to a direct supervisor, the Administration and Finance Manager, the Assistant General Manager, or the General Manager.

Any employee who is uncomfortable reporting to their direct supervisor, the Assistant Manager, or the General Manager due to behavior that is being displayed by a member of management and/or has not received a satisfactory response to their concern after taking the concern to a member of management, must report the concern to the District's external Human Resources Consultant or the Chair of the Board of Directors.

2. Investigation of Concerns or Complaints

When a member of management is notified or becomes aware of possible discrimination or harassment, action will be taken as necessary to initiate an investigation or escalate the concern for the purpose of initiating an investigation. Upon completion of an investigation, corrective action will be taken as necessary or appropriate. Corrective action may include, but may not be limited to, disciplinary action up to and including termination for all persons determined to have violated this policy. Corrective action may include, but may not be limited to, required employee counseling and/or training as is deemed appropriate by the circumstances.

An employee bringing forth a concern or complaint will be informed that an investigation has concluded but may not be informed as to specific corrective action involving a co-worker as such information constitutes confidential personnel information.

3. Confidentiality

The sensitive nature and serious consequences inherent in a claim of harassment require any allegation be treated as confidential to the maximum extent possible. Any investigation resulting from a claim of harassment may include interviews with the complainant (person allegedly subject to the harassment), the accused employee (person alleged to have committed the harassment), the reporting party (if different from the complainant), witnesses, and District management. Any parties interviewed during the investigation will be directed to keep the matter confidential to the extent permitted by law.

4. Retaliation

The District does not tolerate any form of retaliation against employees who in good faith raise concerns of equal employment opportunity, discrimination, harassment or request a reasonable workplace accommodation. If an employee feels subjected to any retaliatory conduct for engaging in these protected activities, the employee must immediately bring the concern to the attention of a direct supervisor, the

Administration and Finance Manager, the Assistant General Manager, or the General Manager. If the employee does not feel comfortable reporting the concern to any of those District employees, the employee may report the alleged retaliation to the District's external Human Resources Consultant.

5. Violation of Policy

To ensure the District's workplace is free of unlawful discrimination or retaliation, violation of this policy including any improper retaliatory conduct may lead to disciplinary action, up to and including discharge. All employees must cooperate with investigations and will not be subjected to retaliation for filing a complaint or participating in an investigation.

Personnel Policy No. 47: ANTI-HARASSMENT POLICY

PURPOSE:

~~The District will not tolerate harassment in any form, including sexual harassment, and this policy shall serve to declare and reaffirm that fact.~~

~~This policy is intended to enumerate the rights and responsibilities of District employees and management as they relate to allegations of harassment, provide a definition of sexual harassment, and outline applicable procedures for reporting and investigating an allegation of harassment. The District expects all employees to perform their work in a professional manner with a concern for the well-being of their co-workers and the public. Accordingly, all employees are encouraged to report any harassment that is suffered, suspected, or observed.~~

POLICY REGARDING WORKPLACE HARASSMENT:

~~Any form of harassment on the job or related to the job, including harassment on the basis of race, color, religion, age, sex, sexual orientation, gender identity, genetic information, national origin, disability, familial status, marital status, pregnancy, military/veteran status, or any other personal trait or characteristic, is absolutely prohibited and may result in severe disciplinary measures up to and including discharge from employment. Employment decisions shall be made without regard to these factors. Any conduct which could be offensive and create an intimidating, hostile, or offensive working environment on the basis of one of these factors is improper and is strictly prohibited. This could include, for example, racial epithets, religious jokes, age-related comments, and references to cultural stereotypes. The District also prohibits any form of harassment by or against other persons (including customers, vendors, and visitors) who interact with the District in any capacity.~~

~~The District does not prohibit harassment merely as a "matter of compliance." There are far more important considerations. Harassment is simply unacceptable human behavior. It impacts victims by creating an uncomfortable working environment, harming mental and physical health, reducing job satisfaction, and impairing job performance. And it impacts the District by reducing productivity, lowering morale, increasing turnover, wasting resources, and damaging the District's reputation.~~

~~An employee, coworker, or manager who reasonably believes workplace harassment is~~

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~~occurring should report the alleged misconduct immediately. Any supervisor or manager who allows harassment to occur on the job, when the supervisor or manager knows or should have known about the harassment, may be subject to independent disciplinary action.~~

~~Retaliation by an employee accused of harassment, or any other individual subject to this policy, against any person because such person has complained of harassment, offered evidence of harassment, or assisted in any fashion in an investigation~~

conducted pursuant to this policy, will be subject to independent disciplinary action up to and including termination of employment.

DEFINITION OF SEXUAL HARASSMENT AND POLICY REGARDING SEXUAL HARASSMENT:

Sexual Harassment means any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The District has zero tolerance for any type of sexual harassment. While sexual harassment can qualify as a form of discrimination, the serious and potentially criminal nature of this type of conduct mandate a broader approach to dealing with the issue. In addition to behaviors that violate the prohibitions outlined above and in relevant law, the District will also investigate and discipline any employee deemed to have committed any other conduct of a sexual nature determined to be inappropriate in a District employment setting, and any employee found guilty of any state or federal crime involving sexual misconduct while serving in his or her capacity as a District employee.

It is not the intent of the District to regulate the social interactions or relationships freely entered into by employees on their own time. However, the District strictly prohibits sexually unacceptable or improper behavior and affirms that all employees have the right to work in a safe environment free from harassment. Appropriate disciplinary action, up to and including termination of employment, shall be taken whenever the District determines a party subject to the provisions of this policy has violated this policy. Moreover, if a District investigation reveals the existence of conduct thought to be a violation of state or federal criminal law, the case will also be referred to appropriate law enforcement authorities if the reporting employee has not already taken this action.

PROCEDURES:

The sensitive nature and serious consequences inherent in a claim of harassment require any allegation be treated as confidential to the maximum extent possible. Any investigation resulting from a claim of harassment may include interviews with the complainant (person allegedly subject to the harassment), the accused employee (person alleged to have committed the harassment), the reporting party (if different from the complainant), witnesses, and District management. Any parties interviewed during the investigation will be directed to keep the matter confidential to the extent permitted by law.

~~A. Employee Responsibilities:~~

~~1. Any District employee who believes they are being harassed in the workplace, or believes they are being harassed as a result of their employment with the District, has the responsibility to take the following steps:~~

~~a. If the employee is comfortable approaching the person who is responsible for the harassing behavior, the employee shall:~~

~~i. notify the person responsible for the harassing behavior and request that the person stop behaving in such a manner; and~~

~~ii. immediately report the harassing behavior to either a direct supervisor, the Assistant General Manager, or the General Manager. Following notification of a harassment allegation, a supervisor/manager shall produce written documentation outlining the allegations and identifying all relevant facts and evidence.~~

~~b. If the employee is not comfortable approaching the person who is responsible for the harassing behavior, the employee shall immediately report the harassing behavior to either the complainant's direct supervisor, the Assistant General Manager, or the General Manager.~~

~~2. Any employee who believes that another employee is being harassed in the workplace or believes that another employee is being harassed as a result of that employee's employment with the District shall immediately report the harassing behavior to either a direct supervisor, the Assistant General Manager, or the General Manager.~~

~~3. Any employee who believes that they or another employee is being harassed by the General Manager shall notify the Chair of the Board of Directors.~~

~~4. No employee shall be retaliated against for complaining of offensive behavior or harassment, for offering evidence of such conduct, or for assisting in any fashion in the investigation of a complaint submitted pursuant to this policy.~~

~~It is the intent of the District that by defining an employee's responsibilities with regard to allegations of workplace harassment, as provided above, it may establish a process by which an employee has some choice in terms of the manner in which an allegation of harassment is reported.~~

~~B. District Responsibilities:~~

~~The District has an obligation to effectively investigate and remedy any allegation of workplace harassment.~~

~~1. When an employee's direct supervisor, the Assistant General Manager, or the General Manager is notified or becomes aware of possible harassment, they shall take immediate action in addressing the issue and ensuring that any harassment is stopped. Such supervisory individual shall also promptly notify the General Manager if the General Manager has not been made aware of the situation. The General Manager shall cause the alleged harassment to be investigated as deemed appropriate.~~

~~2. Such investigation will be done under the direction of the General Manager or their designee. In so doing, the General Manager may seek the assistance of the supervisor of the department of the affected employee.~~

~~3. Corrective action shall be taken if such investigation determines that:~~

~~a. a violation of this policy has occurred; and/or~~

~~b. a supervisor or manager actually knew or should have known of the harassment and failed to act.~~

~~Corrective action may include discipline up to and including termination for all persons determined to have violated this policy. Further corrective action may include required employee counseling and/or training as is deemed appropriate by the circumstances.~~

~~4. Regardless of whether or not a complaint results in corrective action, the General Manager or their designee shall report, in writing, the results of every investigated complaint to the Chair of the Board of Directors. The General Manager shall also convey the results to the complainant employee. The General Manager will keep a file containing all such complaints and the results of any related investigations.~~