

## **PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS**

Date: October 1, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Dewey Severson, Eric Johnson, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Rose Korabek, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Public Health and Human Services Director John Pogleasa, Deputy Auditor/Treasurer Eliana Babinski, Deputy Auditor/Treasurer Amy Sylling, Engineer Brian Pogodzinski, Assessor Luke Onstad, Surveyor Eric Schmitt, Office Support Specialist Lee Langager, and Interim County Environmental Services Director Amelia Meiners

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Severson, seconded by Commissioner Schuldt motion unanimously carried to approve the agenda.

Motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to approve the meeting minutes from September 24, 2024.

Public Comment:

None.

### **APPOINTMENTS**

None.

### **CONSENT AGENDA**

Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve the consent agenda. Item approved is below.

- 1) Place Michelle Ashmore and James Grondin on the payroll as temporary/casual (67 day) employees, at a wage of \$15.88/hour, due to their appointments to the Absentee Ballot Board. Per Minn. Stat. § 203B.121, Subd. 1(b), each member of a jurisdiction's ballot board must receive reasonable compensation for services rendered during an election.

## ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve Green Acres and Rural Preserve Payback Policy, letter, payback process, and resolution form.

File No. 2 – This item was tabled. It was the general consensus of the Commissioners that each County Detention Center contract should come before the County board for approval.

File No. 3 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion carried unanimously carried to approve a CUP for Bruce Mann to place a dwelling on less than 40 acres in Black Hammer Township. The two standard conditions would apply.

File No. 4 – Commissioner Severson moved, Commissioner Schuldt seconded, motion carried unanimously carried to approve Resolution No. 24-38 Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition. Resolution is below.

Rev. 1/07

### RESOLUTION 24-38

#### AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the County of Houston as follows:

1. That the state of Minnesota Agreement No. 1058046,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A2801-35 at the Houston County Airport is accepted.
2. That the County Board Chairperson and Interim County Auditor/Treasurer are authorized to  
execute this Agreement and any amendments on behalf of the Houston County.

File No. 5 – Commissioner Severson moved, Commissioner Myhre seconded, motion carried unanimously carried to accept quote from Saxon Fleet Services in the amount of \$54,838.00 for a 1-ton flat bed pickup plus taxes, title, and fees.

File No. 6 – Commissioner Severson moved, Commissioner Schuldt seconded, motion carried unanimously carried to accept quote from Lone Star Truck Parts in the amount of \$4,645.00 for a flat bed for the 1-ton pickup (above).

File No. 7 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to accept quote from Saxon Fleet Services in the amount of \$47,513.00 plus taxes, title, and fees, for a ¾-ton pickup. (The sale of unit 3171 for \$24,000 was anticipated.)

File No. 8 – Prior to any motions being made Engineer Pogodzinski said a typo had occurred on an agreement that was approved the week before. He said the Minnesota Department of Transportation would be paying for 70% of the cost instead of 75%. Commissioner Severson moved, Commissioner Myhre seconded, motion carried three to one to approve revised grant agreement and revised Resolution No. 24-37 Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition. Commissioner Johnson voted no. Resolution is below.

Rev. 1/07

#### **RESOLUTION 24-37**

##### **AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

It is resolved by the **County of Houston** as follows:

1. That the state of Minnesota Agreement No. **1058011**,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. **A2801-37** at the **Houston County Airport** is accepted.
2. That the County Board Chairperson and Interim County Auditor/Treasurer are authorized to  
execute this Agreement and any amendments on behalf of the **Houston County**.

File No. 9 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to accept quotes from Schmitz Refrigeration and Winona Controls for two air condition units at the Meyer building.

File No. 10 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to review and approve payments. Payments are below.

**2024/10/01 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
BOLTON & MENK INC	15,510.00
COMPUTER FORENSIC SERVICES LLC	19,105.00
DELTA DENTAL	6,265.68
ELECTION SYSTEMS & SOFTWARE INC	4,712.64
INSIGHT PUBLIC SECTOR	2,623.59
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,550.00
LAWRENCE LAKE MARINA	2,745.70
LIBERTY TIRE RECYCLING LLC	3,345.75
MASTER'S TOUCH INC/THE	7,715.74
MATHY CONSTRUCTION	16,629.01
MEDICA	192,082.40
MIDWEST MACHINERY CO	2,000.00
MINNESOTA ENERGY RESOURCES	2,170.12
MN LIFE INSURANCE COMPANY	2,506.24
MOTOROLA SOLUTIONS INC	8,424.50
NUTRIEN AG SOLUTIONS INC	3,996.28
TRANSPO INDUSTRIES INC	31,596.00
VERIZON WIRELESS	3,552.79
WIEBKE TIRE CO	4,631.20
	<u>356,162.64</u>
27 VENDORS PAID LESS THAN \$2000.00	<u>14,328.52</u>
	<u>370,491.16</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>183,877.12</u>
	<u><u>554,368.28</u></u>

Public Comment:

None.

#### DISCUSSION ITEMS

Commissioners discussed recent and upcoming meetings including an Extension, Water Plan, and labor negotiation meeting.

There being no further business at 10:03 a.m., a motion was made by Commissioner Severson seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on October 8, 2024.

#### BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: October 8, 2024

9:03 a.m.

Place: County Justice Center Basement, EOC Room, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Public Health and Human Services Director John Pugleasa, Engineer Brian Pogodzinski, Assessor Lucas Onstad, Sheriff Brian Swedberg, and Appraiser Mark Bennett

### Board Workgroup Session

The Sheriff provided the board with several updates. He said the Juvenile Detention Center had been open for just over two months and, so far around \$39,300 had been billed to other counties for housing juveniles.

The Commissioners discussed an updated Personnel Policies Handbook with Interim Administrator Lapham. Lapham said the handbook had been a long time in the making. She said it was all encompassing compared to what had existed prior. The handbook would go before the board for final approval at an upcoming meeting.

Commissioner Johnson said due to a State grant increasing the Water Plan Committee would most likely no longer be needed and would be eliminated. He said some of the work was duplicated by the Watershed Committee.

The workgroup session ended at 10:25 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

**HOUSTON COUNTY  
AGENDA REQUEST  
October 15, 2024**

**Date Submitted: October 10, 2024**

**By: Ann Diersen, HR Tech**

**ACTION**

**NONE**

**APPOINTMENT REQUEST**

- **Board Interviews for Environmental Services Director**
  1. 10:00 a.m. – Lydia Gaunitz
  2. 10:45 a.m. – Amelia Meiners

**HR CONSENT AGENDA REQUEST**

**Auditor/Treasurer**

- **Initiate a competitive search for a 1.0 FTE Deputy Auditor Treasurer (B22)**

**Environmental Services**

- **Hire Jeremy Burt as a probationary, 1.0 FTE Environmental Specialist (B24 step 2), effective October 28, 2024, conditioned upon successful completion of a background check**
- **Rehire Michael Stano as a 67-day Drop Site Supervisor at wage of \$18.34 per hour**

**Public Health & Human Services**

- **Reassign Eliana Babinski from the position of Deputy Auditor/Treasurer to probationary, 1.0 FTE PHHS Account Technician (B23 step 1), effective November 18, 2024**
- **Change the employment status of Social Worker, Lauren Solum, from probationary to regular, effective October 15,2024**

<b><u>CC:</u></b>	<input checked="" type="checkbox"/> Auditor/Treasurer	<input type="checkbox"/> Sheriff
	<input checked="" type="checkbox"/> Admin/Finance Director	<input type="checkbox"/> Engineer
	<input type="checkbox"/> IS Director	<input checked="" type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept) <input type="text"/>
	<input checked="" type="checkbox"/> Environmental Svcs	

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
October 15, 2024**

**Date Submitted:   October 2, 2024**

**By: Brian Swedberg, Sheriff**

**ACTION REQUEST:**

Request to approve JDC contract

**CONSENT AGENDA REQUEST:**

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> HR Director	<input checked="" type="checkbox"/> x	County Sheriff	_____
	<input type="checkbox"/> Finance Director	<input type="checkbox"/>	County Engineer	_____
	<input type="checkbox"/> IS Director	<input type="checkbox"/>	PHHS	_____
	<input type="checkbox"/> County Attorney	<input type="checkbox"/>	Other (indicate dept)	_____
	<input type="checkbox"/> Environmental Svcs	<input type="checkbox"/>		
<b><u>Recommendation:</u></b>				
<b><u>Decision:</u></b>				



**COUNTY OF HOUSTON  
AND  
COUNTY OF \_XXXXX\_**

**INTER-AGENCY JUVENILE DETENTION CENTER SERVICES CONTRACT**

**THIS CONTRACT**, and amendments and supplements thereto, is between the County of XXXX, Minnesota acting through its Board of Commissioners, (hereinafter XXXX), and the County of Houston, Minnesota acting through its Board of Commissioners, (hereinafter HOUSTON). WHEREAS, XXXX AND HOUSTON, pursuant to Minnesota Statutes Chapter §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business, and,

**RECITALS**

**WHEREAS**, HOUSTON COUNTY and \_\_ XXXXX \_\_ pursuant to Minn. Stat. §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business; and

**WHEREAS**, HOUSTON COUNTY operates an eight-day detention juvenile detention center pursuant to and in compliance with Minnesota Department of Corrections rules, (hereinafter the "JDC"), located at 306 South Marshall Street, Caledonia, Minnesota; and

**WHEREAS**, the parties desire to enter into an agreement for the placement of \_\_ XXXXX \_\_'s juveniles ages 10-18 in accordance with Minn. Stat. §260B, with HOUSTON COUNTY at the JDC.

**NOW, THEREFORE**, in consideration of the mutual undertakings within this contract, \_\_ XXXXX \_\_ and HOUSTON COUNTY hereby agree as follows:

**I. TERM OF CONTRACT**

This AGREEMENT shall be effective upon the date the final required signature is obtained by both parties and shall remain in effect until \_\_\_\_\_, \_\_\_\_202\_\_\_\_, unless cancelled pursuant to the provisions set forth in VI. Suspension/Termination below.

**II. HOUSTON COUNTY'S DUTIES**

HOUSTON COUNTY agrees to provide for the secure custody, care, and safe keeping of \_\_ XXXXX \_\_ juvenile detainees in accordance with the Minnesota Department of Corrections and the Minnesota Department of Human Services rules, regulations, and procedures and other state laws or court orders applicable to the operations of the JDC facility. Specifically, HOUSTON COUNTY agrees to provide Juvenile Detention Services:

**A.** \_\_\_\_\_ reserved bed(s) per day for the duration of this contract.

- B. HOUSTON COUNTY may offer non-reserved beds to \_\_\_ XXXXX \_\_\_ should HOUSTON COUNTY have capacity to do so and \_\_\_ XXXXX \_\_\_ have a need for such on an as needed basis.
- C. HOUSTON COUNTY will accept juveniles presented as \_ XXXXX \_ County juvenile detainees from authorized \_\_\_ XXXXX \_\_\_ personnel only.
- 1) HOUSTON COUNTY shall admit juveniles transported to the HOUSTON COUNTY JDC by \_\_\_ XXXXX \_\_\_ referring representative who has a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.
  - 2) HOUSTON COUNTY may refuse admission of a juvenile if the juvenile cannot be physically maintained at the JDC because, in the reasonable belief of JDC staff, the admission would threaten the physical safety of the juvenile, JDC staff or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions.
  - 3) JDC staff will review the admission of juveniles on a case-by-case basis based upon applicable federal, state, and Minnesota Department of Corrections rules/procedures. This includes reviewing the admissibility of juveniles who have consumed alcohol.
  - 4) HOUSTON COUNTY agrees to admit juveniles without prescribed medications provided that \_\_\_ XXXXX \_\_\_ referring representatives provide JDC staff with documentation of attempts to obtain medication.
- D. HOUSTON COUNTY will provide appropriate detainee clothing if necessary. Note: HOUSTON COUNTY shall dispose of any unclaimed juvenile detainee property 30 days after the detainee's release.
- E. HOUSTON COUNTY will provide the necessary and appropriate dietary program for each juvenile detainee, which shall include three dietician-approved meals each day.
- F. Medical and Dental Services
- Except in the event of a medical emergency, JDC staff shall notify \_\_\_ XXXXX \_\_\_ and obtain prior written authorization for the removal and transporting of a \_\_\_ XXXXX \_\_\_ detainee for offsite medical services.
- 1) Non-emergency Treatment:  
In the event of a medical emergency JDC staff shall notify \_\_\_ XXXXX \_\_\_ of the medical emergency as soon as practicable to do so. In the event a juvenile placed with the JDC pursuant to this contract needs non-emergency medical treatment, JDC staff shall contact \_\_\_ XXXXX \_\_\_ and inform them of the juvenile's need for

care. \_ XXXXX \_ will provide transportation for the juvenile needing care to the medical provider. HOUSTON COUNTY will provide transportation for the juvenile detainee if transportation is available. The fee for transportation by HOUSTON COUNTY is one hundred dollars (\$100) per hour.

2) Emergency Treatment:

In the event a juvenile placed with the JDC pursuant to this contract requires emergency medical treatment JDC staff shall seek appropriate medical treatment for said juvenile detainee.

- a) If the treatment does not include hospitalization, JDC staff shall notify \_ XXXXX \_ staff by the next business day.
- b) If the treatment requires hospitalization, JDC staff shall notify \_ XXXXX \_ as soon as reasonably possible. HOUSTON COUNTY shall be responsible for guard services for a reasonable time (not to exceed three (3) hours unless mutually agreed upon by the parties) until \_ XXXXX \_ is able to assume these duties.

3) HOUSTON COUNTY will promptly forward all bills for medical services from third parties to \_ XXXXX \_ upon receipt.

G. Interpreter Services

The JDC shall use their interpreter services. The cost for such services will be billed to \_ XXXXX \_ monthly.

H. Records and Reports

HOUSTON COUNTY shall have available all detention reports required under Minnesota law and provide said reports to upon request. The parties shall comply with Minnesota Rule Juvenile Procedure §5 and with other terms mutually agreed upon regarding reports.

III. \_ XXXXX \_'S DUTIES

- A. \_ XXXXX \_ shall be responsible for medical, dental, and psychiatric bills relative to \_ XXXXX \_'s juvenile placements. HOUSTON COUNTY shall have no responsibility for any payment or billing.
- B. \_ XXXXX \_ shall be responsible for providing hospital guard services for juveniles who require hospitalization unless otherwise agreed to by the parties.
- C. \_ XXXXX \_ shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this agreement, where the juvenile will be detained at the facility for longer than forty-eight (48) hours.
- D. Delivery of juvenile detainees. \_ XXXXX \_ shall:

- 1) Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by \_ XXXXX \_,

\_ XXXXX \_ shall take immediate custody of the detainee, or detainee shall be released from the JDC.

- 2) Notify in writing (Health Transfer Form), JDC staff of any special medical requirements of detainee before the detainee is accepted by the JDC.
- 3) Notify JDC in writing of any special dietary requirements of a detainee prior to the detainee being accepted by the JDC.

E. Transportation. \_\_\_\_ XXXXX \_ shall provide transportation and security for juvenile detainees to or from the JDC.

- 1) When transporting a juvenile to or from the JDC the \_XXXXX \_referring representative shall call the JDC at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a juvenile detained at the JDC, \_ XXXXX \_ staff shall notify JDC staff whether the juvenile will return to the JDC for further detention.
- 3) \_\_\_\_ XXXXX \_ may by mutual agreement arrange for HOUSTON COUNTY to transport \_\_\_\_ XXXXX \_ detainees at the GSA mileage rate and HOUSTON COUNTY hourly rates set forth in Article II. F., herein.

F. \_ XXXXX \_ shall be responsible to provide hospital guard services for juveniles who require hospitalization unless otherwise agreed to by both parties.

G. \_ XXXXX \_ shall be responsible for medical, dental, and psychiatric bills relative to \_\_\_\_ XXXXX \_ placements. HOUSTON COUNTY shall have no responsibility for any payment or billing.

#### **IV. CONSIDERATION AND TERMS OF PAYMENT**

##### **A. Consideration**

All services performed and materials supplied by the JDC pursuant to this contract shall be paid by \_ XXXXX \_ as follows:

- i. Reserved Bed(s): HOUSTON COUNTY shall be compensated at a rate of two hundred fifty dollars and no cents (\$250.00) per bed per day for each reserved bed.
- ii. Additional Beds: HOUSTON COUNTY shall be compensated at a rate of three hundred dollars and no cents (\$300.00) per day per bed on an as-needed, as available basis.

##### **B. Payments**

All payments shall be made payable to the Houston County Treasurer and delivered to the Houston County Sheriff, Room 116, 306 South Marshall Street, Caledonia, MN 55921.

- 1) Reserve Bed(s):\_ XXXXX \_ shall pay HOUSTON COUNTY \_\_\_\_\_ dollars and \_\_\_\_\_ NO/100 cents (\$ \_\_\_\_\_ .00) within thirty (30) days of the execution of this CONTRACT for twelve (12) months for reserve bed(s).

- 2) Additional Beds and all other pre-approved and emergency expenses: HOUSTON COUNTY will provide \_ **XXXXXX** \_ an itemized invoice by the 15<sup>th</sup> day of the month for the preceding month's services and expenses set forth in this contract. All invoices are due and payable by the 15<sup>th</sup> day of the following month. Each payment should reference the HOUSTON COUNTY invoice by number and the billing month.

**C. Corrected Invoices**

\_ **XXXXXX** \_ shall notify HOUSTON COUNTY within ten (10) business days of receiving the invoice of any potential inaccuracies in the invoice. \_ **XXXXXX** \_ will promptly remit payment to HOUSTON COUNTY within thirty (30) days of receiving any corrected invoice.

**D. Contract Termination**

In the event the agreement is terminated before the completion of services, \_ **XXXXXX** \_ shall pay HOUSTON COUNTY for services provided as of the date of termination notice by the party seeking to terminate this agreement.

**V. AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

**A. HOUSTON COUNTY's authorized representative for the purpose of administration of this CONTRACT is:**

Name: Brian Swedberg  
Houston County Sheriff  
Address: 306 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507) 725-3379  
E-Mail: [Brian.Swedberg@co.houston.mn.us](mailto:Brian.Swedberg@co.houston.mn.us)

**B. \_ **XXXXXX** \_'S authorized representative for the purpose of administration of this contract is:**

Name:

Address:

Telephone:

E-Mail:

## **VI. SUSPENSION/TERMINATION**

- A. Should conditions arise making it impractical or undesirable for the JDC to continue to house juvenile detainees in accordance with the provisions herein, HOUSTON COUNTY may temporarily suspend or restrict the number of \_\_\_ XXXXX \_\_\_ detainees upon a minimum of a two-week written notice to \_\_\_ XXXXX \_\_\_\_\_. Should this event occur JDC staff shall provide regular updates to \_\_\_ XXXXX \_\_\_ as to the status of the suspension or limitation of services under this contract.
- B. This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, HOUSTON COUNTY shall be entitled to all accrued compensation and reimbursement for expenses set forth herein.

## **VII. FORCE MAJEURE EVENT**

A *Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the JDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON COUNTY which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON COUNTY will promptly notify XXXXX of occurrence of the event, its effect on performance, and how long HOUSTON COUNTY expects the event to impact its performance of obligations. Thereafter HOUSTON COUNTY shall provide updates and information to XXXXX as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

## **VIII. ASSIGNMENT/SUBCONTRACTING**

- A. HOUSTON COUNTY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of \_ XXXXX \_\_\_\_.
- B. HOUSTON COUNTY shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized representative of \_\_\_ XXXXX \_\_\_\_\_. HOUSTON COUNTY shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of HOUSTON COUNTY used to perform any portion of this agreement shall report to and bill HOUSTON COUNTY directly. HOUSTON COUNTY shall be solely responsible for the breach, performance or nonperformance of any subcontractor.
- C. \_\_\_ XXXXX \_\_\_\_ is aware of and agrees to the use of Advanced Correctional Healthcare, Inc. as a subcontractor as the JDC's medical provider for juvenile detainees in the JDC.

**IX. LIABILITY**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between \_\_\_\_\_ and HOUSTON COUNTY.

JDC employees at all times remain under the direction and supervision of HOUSTON COUNTY. \_\_\_\_\_ employees at all times remain under the direction and supervision of \_\_\_\_\_. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

\_\_\_\_\_ agrees to reimburse HOUSTON COUNTY for all Workers' Compensation claim expenses related to injuries incurred by HOUSTON COUNTY employees while transporting and escorting \_\_\_\_\_ detainees at \_\_\_\_\_'s direction to non-JDC locations.

**X. GOVERNMENT DATA PRACTICES**

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the JDC and \_\_\_\_\_ in accordance with this contract, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the JDC in accordance with this contract.

HOUSTON COUNTY will not release any data it collects, maintains, or generates by or on-behalf of \_\_\_\_\_. Further, HOUSTON COUNTY will notify \_\_\_\_\_ within two business days of any request it receives to release data for which \_\_\_\_\_ is responsible.

In the event HOUSTON COUNTY receives a request to release the data regarding \_\_\_\_\_ detainees, HOUSTON COUNTY should immediately notify \_\_\_\_\_. \_\_\_\_\_ will provide HOUSTON COUNTY instructions concerning the release of the data to the requesting party before the data is released. \_\_\_\_\_ agrees to provide HOUSTON COUNTY instructions concerning the release of data to the requesting party before the data is released.

In the event of a data security breach HOUSTON COUNTY shall fully and immediately comply with applicable state and federal laws and shall take the appropriate steps to remedy such data breach.

**XI. AMENDMENTS**

The parties agree that no change or modification to this contract, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this contract. The execution of the change shall be authorized and signed in the same manner as this contract, or according to other written policies of the original parties.

**XII. NOTICES**

All notices shall be provided by the parties shall be in writing and delivered to the authorized representatives of HOUSTON COUNTY and XXXXX at its address stated herein.

**XIX. AUDIT**

Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the JDC relative to this agreement shall be subject to examination by XXXXX and the Office of the Minnesota State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be generated and maintained by HOUSTON COUNTY for a minimum of six (6) years following termination of this contract for such auditing purposes. The retention period shall be automatically extended during any administrative or judicial action involving HOUSTON COUNTY and XXXXX regarding matters to which the records are relevant.

**XX. CONTROLLING LAW**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Houston County, Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

**XXI. SEVERABILITY**

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail in its purpose. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

**XXII. ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the



parties relating to the subject matter hereof as well as any previous agreements presently in effect between XXXXX and HOUSTON COUNTY relating to the subject matter hereof.

**XXIII. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this contract: Liability, Government Data Practices Act, Audit, Severability, Entire Agreement, and Controlling law.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**HOUSTON COUNTY**

By: (authorized signatures)

**APPROVED:**

                     **COUNTY**

By: (authorized signatures)

\_\_\_\_\_  
Date  
Houston County Board Chair

\_\_\_\_\_  
[Insert Name]                      Date  
[Insert Title]

\_\_\_\_\_  
[Insert Name]                      Date  
[Insert Title]

**APPROVED AS TO FORM  
AND CONTENT:**

By:

**APPROVED AS TO FORM  
AND CONTENT:**

By:

\_\_\_\_\_  
Samuel Jandt                      Date  
Houston County Attorney

\_\_\_\_\_  
[Insert Name]                      Date  
\_\_\_\_\_  
County Attorney

# Houston County Agenda Request Form

Date Submitted: 9-Oct-24

Person requesting appointment with County Board: Mary B. Betz - Recorder

**Issue:**

Discuss the purchase of a new scanner / copier for the Recorder's Office.

**Attachments/Documentation for the Board's Review:**

Quote from Loffler for the replacement machine. This quote was obtained with the assistance of Andy Milde, IT Director.

**Justification:**

The current machine is 20 - 25 years old. The copy and scanning quality is poor and we are no longer able to get toner for the machine. Due to a recent change in recording procedures, this office needs to be able to scan pages up to 11 x 17 and our current machine is not able to do this.

**Action Requested:**

Purchase the Canon ImageRunner Advace C3930 scanner / copier per attached quote. This is the machine recommended by the IT Department.

For County Use Only			
<b>Reviewed by:</b>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<b>Recommendation:</b>			
<b>Decision:</b>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

# LOFFLER



HOUSTON COUNTY  
MINNESOTA

**DRIVING DIGITAL  
TRANSFORMATION**

# Canon imageRUNNER ADVANCE C3930

## Features:

- Up to 30 Pages per Minute (B&W)
- Scan up to 160 ipm
- Print Resolution: 1,200 x 1,200 dpi
- Scan to searchable PDF, Scan to word, Scan odd sizes,
- 10 Second warm up time.
- (4) 550 sheet Paper Drawers; 100 sheet Stack Bypass (Standard)
- 250 Sheet standard paper output capacity
- 4 GB RAM & 250 GB HDD Memory
- 10.1-inch TFT LCD WSVGA Color Touch control panel.
- Up to 11x17 print/copy size
- Inner Finisher



()

**LOFFLER** *Helping You Succeed*

## Investment Information

**Proposal Date:**  
October 3, 2024

Equipment: Canon C3930	State of Minnesota Purchase
<ul style="list-style-type: none"><li>• 30 pages per minute</li><li>• Color Scanner</li><li>• 11x17 - 4 trays</li><li>• Inner Finisher</li></ul>	<b>\$8,599.94</b>

**Pricing Includes:**

- *Equipment , Delivery, Installation & Training*
- **Service & Supply Agreement**
- **All black and white @ .0073**
- **All Color @ .049**
- **Includes ALL Toner, Parts, and Labor**
- **Fixed for 5 years**

Pricing is good through December 31, 2024

**LOFFLER** *Helping You Succeed*



# Keeping Our Environment Green



Loffler Companies chooses to run our business and maintain our facilities in ways that create a healthy, sustainable environment. Our environmental initiatives include:

## **Saving Energy:**

- Small service territories limit travel and gas usage.
- Centralized printing reduces number of desktop printers.
- Motion-detecting lights are installed in large rooms.
- Climate-controlled HVAC in our corporate headquarters.
- Most of our service technician vehicles are hybrids, or rated for high mpg
- Ninety-five percent of service work orders are digital, saving paper.
- Fixes are often completed remotely, saving gas and reducing pollution.



## **Recycling:**

- Printer and copier drums, imaging units and toner bottles are recycled.
- All cardboard and packaging materials from new devices and hardware are recycled.
- Plastics and metals from all used electronics are recycled, including lead from circuit boards which is recaptured and used in new products.

**LOFFLER** *Helping You Succeed*

# Houston County Agenda Request Form

Date Submitted: 10/10/2024

Person requesting appointment with County Board: John Pogleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

**Issue:**

This is a renewal of our current TZD Grant for 10/01/24 through 9/30/25. Total grant is \$13619.12. PH/HS is requesting Board acceptance of the grant and approval of the agreement with the Minnesota Office of Public Safety.

**Attachments/Documentation for the Board's Review:**

Electronic copy of contract for review and hard copy for signature.

**Justification:**

**Action Requested:**

Review and approve grant agreement as presented.

## For County Use Only

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/>

**Recommendation:**

**Decision:**

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.



## Grant Contract Agreement

Page 1 of 3

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	<b>Grant Program:</b> 2025 NHTSA Funding RFP TZD Safe Roads <b>Grant Contract Agreement No.:</b> A-SAFE25-2025-HOUPH-023
<b>Grantee:</b> Houston County Public Health 611 Vista Drive, Suite 1 Caledonia, MN 55921-1305	<b>Grant Contract Agreement Term:</b>  <b>Effective Date:</b> 10/01/2024 <b>Expiration Date:</b> 09/30/2025
<b>Grantee's Authorized Representative:</b> Jordon Knoke, Public Health Supervisor Houston County Public Health 611 Vista Drive, Suite 1 Caledonia, MN 55921-1305 507-725-5810 brianna.ceaser@co.houston.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$13,619.12 Matching Requirement \$ 0.00
<b>State's Authorized Representative:</b> Nick White, Impaired Driving Program Coordinator Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)201-7088 Nick.White@state.mn.us	<b>Federal Funding:</b> CFDA/ALN: 20.600  <b>FAIN:</b> 69A37523300004020MN0  <b>State Funding:</b> None  <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2025 NHTSA Funding RFP TZD Safe Roads Application which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2025 NHTSA Funding RFP TZD Safe Roads Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the





## Grant Contract Agreement

Page 2 of 3

matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

### 1. ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

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

### 3. STATE AGENCY

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No./ P.O. No. A-SAFE25-2025-HOUPH-023/3000098604

Project No.(indicate N/A if not applicable): 25-06-08

### 2. GRANTEE

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

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

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

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

Signed: John Phyleasa

Print Name: John Phyleasa

Title: PH/HS Director

Date: 10/9/2024

Signed: \_\_\_\_\_

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

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

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative



2025 NHTSA Funding RFP TZD Safe Roads

Organization: Houston County Public Health

EXHIBIT A  
A-SAFE25-2025-HOUPH-023

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Direct Labor				
TZD Coordinator hourly wage	\$13,619.12	\$0.00		
Total	\$13,619.12	\$0.00		
Total	\$13,619.12	\$0.00		

# Houston County Agenda Request Form

**Date Submitted:** 10/10/2023

**Person requesting appointment with County Board:** John Pugleasa, Director Public Health & Human Services

**Will you be doing a power point or video presentation: \_\_\_\_\_ Yes \_\_\_\_\_ X NO**

**Issue:**

Review and approve E. Hub Regional Mobile Crisis agreement. This is a multi-county project that coordinates mobile crisis services for Goodhue, Wabasha, Winona, Fillmore, and Houston Counties in SE Minnesota. This is a two year agreement (Jan. 1, 2025 - Dec. 31, 2026)

**Attachments/Documentation for the Board's Review:**

Virtual Copy for review, and two hard copies for signature.

**Justification:**

**Action Requested:**

Review and approve as presented

For County Use Only			
<b><u>Reviewed by:</u></b>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

**COOPERATIVE AGREEMENT  
ADULT & CHILDREN'S MOBILE CRISIS GRANT  
COOPERATIVE AGREEMENT 2025-2026**

WHEREAS, Fillmore County, Goodhue County, Houston County, Wabasha County, and Winona County ("Participating Counties") have agreed to integrate State financial resources into the East Hub Mobile Crisis Program.

WHEREAS, in May 2024 the Minnesota Department of Human Services (DHS) awarded Participating Counties an Adult & Children's Mobile Crisis Services Grant ("Grant") as outlined in the CY25 & CY26 Mobile Crisis Response Services Appropriation Letter dated July 31, 2024, Attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will integrate the Grant resources into the East Hub Mobile Crisis Program from January 1, 2025, to December 31, 2026.
2. The Grant includes base and one-time funding in the amount of \$1,378,888 over two years as outlined in Exhibit A.
3. The Participating Counties have agreed to the need to maintain Mobile Crisis Services at full capacity. To maintain that capacity when either DHS has reduced the grant award or when service expenses have increased, each Participating County has agreed to contribute additional amounts listed below to maintain full capacity of Mobile Crisis Services. The amounts listed below for the Participating Counties are based on the relative proportion of each Participating County's population as certified by the Minnesota State Demographic Center's annual estimate, except in years the United States census is published.

County	2025	2026
Fillmore	11,624.89	23,546.14
Goodhue	27,017.33	54,723.45
Houston	10,815.83	21,907.39
Wabasha	12,473.46	25,264.93
Winona	29,775.49	60,310.09

4. Goodhue County will act as the fiscal host for the Grant and shall draw an administrative fee of \$8,120 for each year this agreement remains in effect to cover those services.
5. Allocations occurring in future calendar years may be added to this Agreement via written addendum.
6. If the State requests that allocated funds distributed be returned, Participating Counties shall return such funds allocated for crisis services.
7. Each Participating County authorizes Goodhue County to be the entity to contract directly with provider agencies for key roles in the development and provision of mobile crisis services. Upon completion

and signature of any contracts, Goodhue County shall provide a copy to each Participating County upon request.

8. Each Participating County who receives grant dollars passed through Goodhue County agrees to indemnify and hold harmless Goodhue County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Goodhue County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Goodhue County and to not delay any necessary payments. The affected Participating County agrees to reimburse Goodhue County for any reasonable costs incurred by Goodhue County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
9. Goodhue County may not advance pass-through or expense reimbursement grant dollars to any other county. Each Participating County acknowledges that it will not receive any grant funds from Goodhue County until Goodhue County has received the funds from the grantor. Goodhue County will make reasonable efforts to disburse funds to each Participating County as soon as practicable through Goodhue County's normal accounts payable processes.
10. Each Participating County acknowledges that if the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Goodhue County on the schedule established by Goodhue County so that sufficient processing time is available to pass the information through to the grantor. Goodhue County will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. Goodhue County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Goodhue County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to Mobile Crisis Services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County, or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.
12. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
13. Participating Counties shall save and hold harmless all other Participating Counties and its officers,

agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.

14. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
15. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. The term of this Agreement shall be from January 1, 2025, through December 31, 2026 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with the termination language below.
17. The Participating Counties may terminate or amend this agreement upon 30 days written notice to the remaining parties under the following circumstances: :
  - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
  - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement. If any Participating County chooses to opt out of providing East Hub Mobile Crisis Program services at the end of the initial two-year period, said county shall provide at least 60-day notice to the other Participating Counties. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the mobile crisis funds amongst the remaining Participating Counties.
  - c. A Participating County may opt out of this agreement at any time with the approval of, and under such terms, as all Participating Counties may agree.

Any termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

18. This agreement may be executed in one or more original or electronic counterparts. All executed counterparts shall be deemed one and the same instrument. Participating Counties shall individually sign and return this Agreement to Goodhue County Health and Human Services, attn: Mike Zorn, 426 West Avenue, Red Wing MN 55066.

19. Each Participating County shall provide Goodhue County with a copy of the fully signed Cooperative Agreement.
20. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF Houston

By: \_\_\_\_\_

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

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

**ATTESTED TO:**

By: John Zyl

Dated: 10/9/2024

Title: PH/HS Director

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_

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

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



# Houston County Agenda Request Form

Date Submitted: 10/10/2024

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation:        Yes        X NO

**Issue:**

Review and approve Foster Care School Transportation agreements with La Crescent/Hokah School District. This agreements addresses School District and County responsibility related to educational placement and transportation of Houston County children in foster care.

**Attachments/Documentation for the Board's Review:**

Soft copy of agreements and hard copies for signature

**Justification:**

**Action Requested:**

Approve agreements as presented

For County Use Only			
<b><u>Reviewed by:</u></b>	<u>          </u> County Auditor	<u>          </u> County Attorney	<u>          </u> Zoning/Environmental Service
	<u>          </u> Finance Director	<u>          </u> County Engineer	<u>          </u> HR/Personnel
	<u>          </u> IS Director	<u>          </u> Other (indicate dept)	<u>          </u>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.



## PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH IN FOSTER CARE PLACEMENT

This Agreement is entered into by and between Independent School District No. 300 – La Crescent - Hokah Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from September 1, 2024, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the district in which the child is currently enrolled will work with

HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the HCPH&HS case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.
- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.

- d. Students residing in a foster care placement outside of District boundaries but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
- e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
- f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.

5. PAYMENT FOR SERVICES:

- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
- b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
- c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
- d. Payment shall be made within 35 days of receipt of the invoice.
- e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute

resolution process has concluded.

- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

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

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

HOUSTON COUNTY  
BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Eric Johnson, Chairperson

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

ISD #300 LA CRESCENT-HOKAH PUBLIC SCHOOLS

BY: Melinda A. Cronley  
Superintendent

Dated: 10/4/24

ATTESTED TO:  
BY:

\_\_\_\_\_  
Samuel Jandt, County Attorney

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

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 300 – La Crescent-Hokah Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

**1. TERM:**

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

**2. EDUCATIONAL PLACEMENT DECISIONS:**

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

**3. BEST INTEREST FACTORS:**



When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the HCPH&HS case file and student's cumulative record.

#### 4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.
- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
- d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
- e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
- f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.

#### 5. PAYMENT FOR SERVICES:

- a. Transportation services will be provided by the District and/or its contracted

transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.

- b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
- c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
- d. Payment shall be made within 35 days of receipt of the invoice.
- e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent

provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

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

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

Final Copy - January

2019  
2018

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF HOUSTON  
COUNTY  
STATE OF MINNESOTA

HOUSTON COUNTY  
BOARD OF  
COMMISSIONERS

BY: \_\_\_\_\_  
Teresa Walter  
Chairperson, Board of Commissioners

DATED: \_\_\_\_\_

INDEPENDENT SCHOOL  
DISTRICT #300  
LA CRESCENT-HOKAH  
PUBLIC SCHOOLS

BY: Kevin Cardille  
Kevin Cardille  
Superintendent

DATED: 2/17/21

ATTESTED TO:

BY: \_\_\_\_\_  
Samuel Jandt  
County Attorney

DATED: \_\_\_\_\_

Amendment - January | 2021

Amendment 1:

1. Upon signature of all parties to this agreement, The La Crescent Montessori & STEM School (ISD #4054), a Charter School established under Minnesota State Statute # 124E, and located within the La Crescent - Hokah (ISD #300) School District boundaries, is hereby added as a party to this agreement, effective January 1, 2021.
2. The terms of this agreement and amendment do not supersede any previous transportation agreements or state requirements between the La Crescent - Hokah (ISD # 300) and La Crescent Montessori & STEM School (ISD #4054)

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates written below.

COUNTY OF HOUSTON  
COUNTY  
STATE OF MINNESOTA

HOUSTON COUNTY  
BOARD OF  
COMMISSIONERS

BY: Robert H Burns  
Robert Burns  
Chairperson, Board of Commissioners

DATED: 1/26/2021

INDEPENDENT SCHOOL  
DISTRICT #300  
LA CRESCENT-HOKAH  
PUBLIC SCHOOLS

BY: Kevin Cardille  
Kevin Cardille  
Superintendent

DATED: 2/17/21

ATTESTED TO:

BY: Samuel Jandt  
Samuel Jandt  
County Attorney

DATED: 2-8-21

INDEPENDENT SCHOOL DISTRICT #4054  
LA CRESCENT MONTESSORI & STEM  
SCHOOL

BY: Melissa K. Johnson  
Melissa Johnson  
Board President

DATED: 1-21-2021



***Date:*** October 2, 2024

***To:*** Houston County Commissioners & Staff

***From:*** Allison Wagner, Houston County EDA

***RE:*** \$19,000 from Revolving Loan Fund to Root River Market Cooperative

***Background:*** On October 2, 2024 Shelley Jerviss President of the Root River Market Board of Directors, and Richard Bartz manager of the grocery store asked the Houston County EDA for an EDA loan for a new freezer for Root River Market in Houston, MN. They said receiving the loan would allow them to replace one of their current storage freezers that had been failing recently, and was costly to fix. The new freezer would also reduce their energy costs thereby saving money for the Root River Market.

The project would maintain two full time jobs, and maintain 13 part time jobs while keeping a grocery store in the community.

***Recommendation:*** After due consideration and discussion, the EDA Board of Directors passed a motion on October 2, 2024 to recommend that the Houston County Commissioners approve up to \$19,000 for Root River Market at the 2024 set rate 3.5% and ten year term. All board members voted yes, except for one member who abstained due to a conflict of interest.

***Action Required:*** A motion made by the Board of Commissioners approving request for assistance by providing a \$19,000 loan to Root River Market at the 2024 set rate 3.5% and ten year term.

**HOUSTON COUNTY  
AGENDA REQUEST  
October 15, 2024**

**Date Submitted: October 10, 2024**

**By: Carol Lapham Administrator-Interim**

**ACTION**

- **Labor Negotiations – Closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections [179A.01](#) to [179A.25](#).**
- **Consider possible action related to labor negotiations**
- **Approval of Computer Forensics Services Inc. Professional/Technical Service Agreement.**
- **Discussion and possible approval of Personnel Policies Handbook.**

## **PROFESSIONAL/ TECHNICAL SERVICE AGREEMENT**

This Agreement is between the COUNTY OF HOUSTON, STATE OF MINNESOTA, through its Board of Commissioners, on behalf of the Houston County Attorney, Justice Center Suite 2300, 306 South Marshall Street, Caledonia, Minnesota 55921 ("COUNTY"), and Computer Forensic Services Inc., 800 Hennepin Avenue, 5th Floor, Minneapolis, MN 55403 ("CONTRACTOR"), a Minnesota domestic corporation.

Each party acknowledges that each signatory to the Memorandum of Understanding (MOU) attached hereto as Attachment "A" entitled *Minnesota Third Judicial District County Attorney Electronic Evidence Collaborative* are third-party beneficiaries ("MN-EEC") of the representations, warranties, and covenants of this Agreement, and that each signatory of the MOU is an express third-party beneficiary of this Agreement, entitled to enforce the terms of the Agreement as if they were the original contracting party.

The parties agree as follows:

### **1. TERM, SCOPE, AND COST OF THE AGREEMENT**

- This Agreement shall commence on October 9, 2024, and expire on March 9, 2027, unless cancelled or terminated earlier in accordance with the provisions herein.
- The County and/or each member of the MN-EEC may submit all electronic devices requiring the services outlined in Paragraph #2 below to Computer Forensic Services during the term of the Agreement.
- The total cost of this Agreement, including all reimbursable expenses, shall not exceed \$1,449,042.16.

### **2. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the following services: digital forensic services that may include Expert Witness Testimony, Expert Witness Preparation, Analysis and Technology Management (as defined herein) as well as other Imaging Services, Onsite Services, Data Analysis and Consulting, Expert Witness Services, Data Storage Services and/or other services to be determined by the parties.

As used herein, the following terms shall have the indicated meaning:

- "Expert Witness Testimony" shall mean either:
  - CONTRACTOR is testifying in court or is, pursuant to the COUNTY, and/or MN-EEC member's direction, physically present at the court location waiting to testify.
  - CONTRACTOR is testifying in court via Zoom interactive video (or



its equivalent) or is, pursuant to COUNTY, and/or MN-EEC member's direction, present in the Zoom interactive video court hearing waiting to testify.

- “Expert Witness Preparation” shall mean CONTRACTOR is consulting with the COUNTY, and/or MN-EEC member regarding known cases in which CONTRACTOR shall perform Expert Witness Testimony or preparing to perform Expert Witness Testimony for known cases, including but not limited to meeting with the COUNTY, and/or MN-EEC personnel, reviewing and analyzing Data Analysis.
- “Analysis” shall mean CONTRACTOR is performing digital/device forensic services including but not limited investigating, analyzing and/or recovering cloud technology, network technology computers, computer applications, computer hard drives, computerfiles, smart phones, tablets, mobile devices, and removable storage/media. Analysis includes drafting and providing to the COUNTY and/or MN-EEC member upon request an initial summary of the data recovered, as well as a more comprehensive report for use at trial.
- “Technology Management” shall mean that CONTRACTOR is performing custody, preservation and storage services including but not limited to data storage, imaging, and/or data preservation.
- “Data Storage Services” shall include CONTRACTOR using best practices to safely store and manage all data recovered by CONTRACTOR on the behalf of the County and/or a MN-EEC member. Upon request by the County and/or a MN-EEC member CONTRACTOR shall forward to defense counsel in a timely manner data recovered by CONTRACTOR via a Digital Forensic Service Authorization Form (“DFSA”) attached hereto as Attachment “B”. The data disclosed will be in secure form.
- “Consulting” shall include CONTRACTOR providing twice a year at least two one-hour training sessions for COUNTY and MN-EEC members regarding the best practices of obtaining and securing digital evidence. The training sessions can be via Zoom interactive video and/or in-person.
- “Onsite Services” shall include CONTRACTOR providing contact information for CONTRACTOR personnel who may be contacted by the COUNTY and/or MN-EEC member's after normal business hours to assist with questions regarding digital evidence collection.
- “Conflict” shall mean CONTRACTOR shall not provide services to defense counsel in any matter wherein a MN-EEC member has previously submitted a DFSA.

#### **A. Digital Forensic Service Authorization Form**

In the event the COUNTY elects to retain CONTRACTOR to perform any services hereunder DFSAs may be signed on the COUNTY's and/or MN-EEC member's behalf by the respective County Attorney or his/her designee. No work shall commence until the DFSA has been signed by both parties. The COUNTY and/or MN-EEC member shall have the right to cancel or suspend a DFSA or the work being performed by any CONTRACTOR personnel without prior notification and/or without termination of this Agreement. In such events, CONTRACTOR shall be paid for Services rendered.

The COUNTY and/or MN-EEC member shall have the right to remove and/or replace any CONTRACTOR personnel from any or all DFSAs for any reason, in the COUNTY's and/or MN-EEC member's sole discretion. Upon receiving the COUNTY's and/or MN-EEC member's direction to remove and/or replace personnel from an engagement, CONTRACTOR shall immediately notify the COUNTY when a suitable replacement would be available.

CONTRACTOR shall take all steps necessary to ensure that communications with removed personnel regarding the DFSA are eliminated and that the removed personnel are completely removed and isolated from the applicable DFSA. All Services shall be performed by CONTRACTOR at agreed upon location(s) only. Location(s) shall conform to and be consistent with best practice industry standards for the handling, preservation, and chain of custody for digital evidence.

#### **B. Background checks**

All CONTRACTOR personnel, including but not limited to its officers, agents, owners, partners, representatives, employees, personnel, subcontractors, other interested personnel, and any individual who might perform services hereunder, shall complete a background check. A background check needs to be completed and the COUNTY must determine the suitability of the foregoing individuals prior to any performance of services. In accordance with the foregoing, individuals may be required to provide consents, data, or information necessary to perform the background check.

The COUNTY shall perform the background checks at the COUNTY's expense. Additional or updated background checks may be performed at any time, in the COUNTY's sole discretion. CONTRACTOR acknowledges and agrees that when CONTRACTOR provides information or data to the COUNTY and/or MN-EEC member on behalf of an individual to facilitate a background check, the COUNTY and/or MN-EEC member may share such information for said purpose without obtaining any additional consent from the individual.

CONTRACTOR represents and warrants that it shall inform each individual that such information may be shared in this manner and, if the individual refuses or protests, CONTRACTOR shall not provide the information to the COUNTY and/or MN-EEC member.

### C. Intellectual Property

CONTRACTOR confirms, transfers, assigns, and conveys to the COUNTY and/or MN-EEC member all right, title, and interest in all intellectual property which CONTRACTOR may create, conceive, develop, or originate either individually or jointly with others, and which arises out of the performance of this Agreement, including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology ("Intellectual Property Rights"). As applicable, all works of authorship created by CONTRACTOR for the COUNTY and/or MN-EEC member in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. CONTRACTOR shall, upon request of COUNTY and/or MN-EEC member, execute all papers and perform all other acts necessary to assist the COUNTY and/or MN-EEC member to establish, protect, and preserve the COUNTY's and/or MN-EEC member's Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement ("Pre-existing IP"). However, and as applicable, CONTRACTOR grants the COUNTY and/or MN-EEC member a perpetual, irrevocable, royalty-free license to use Pre-existing IP for COUNTY's and/or MN-EEC member's business purposes.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to the COUNTY and/or MN-EEC member including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

CONTRACTOR shall comply with the COUNTY's and/or MN-EEC member's rules, policy, and direction regarding access to the COUNTY and/or MN-EEC member facilities. The COUNTY and/or MN-EEC member may deny CONTRACTOR access to any the COUNTY and/or MN-EEC member facility at any time and may remove any CONTRACTOR personnel from the COUNTY and/or MN-EEC member facilities at any time and in the COUNTY's and/or MN-EEC member's sole discretion. CONTRACTOR shall not allow unauthorized personnel to access the COUNTY and/or MN-EEC member facilities.

### 3. PAYMENT FOR SERVICES

CONTRACTOR shall be paid no more than \$48,301.41 per month of contractual services performed (with a final monthly payment of \$48,301.27). It is understood and agreed upon this monthly fee is a flat fee for all services provided for the County and MN-EEC members accessing the services of CONTRACTOR.

CONTRACTOR shall perform all services hereunder to the satisfaction of the COUNTY, and/or MN-EEC member in accordance with the provisions herein, and in compliance with applicable law. If COUNTY determines that CONTRACTOR has not complied with the foregoing, COUNTY shall not have any obligation to pay CONTRACTOR for the non-complying services.

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing the COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit monthly invoices for services rendered. Payment shall be made within thirty-five (35) days from receipt of the invoice.

All invoices shall include a brief description of the services and dates provided and be emailed to [Samuel.Jandt@co.houston.mn.us](mailto:Samuel.Jandt@co.houston.mn.us) or mailed to Houston County Attorney, Suite 2300, 306 South Marshall Street, Caledonia, MN 55921. The COUNTY may withhold from any payment due to CONTRACTOR any amount which is due and owing COUNTY under this or any other agreement between the parties due to an overpayment or as a result of an audit.

CONTRACTOR shall submit to the COUNTY quarterly itemized lists of all services provided to the COUNTY and/or MN-EEC members.

#### 4. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY and/or MN-EEC member for any purpose.

CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and/or MN-EEC member and will not be considered employees of COUNTY and/or MN-EEC member. The COUNTY and/or MN-EEC member shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY and/or MN-EEC member, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

#### 5. NON-DISCRIMINATION

In accordance with COUNTY's and/or MN-EEC member's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, public assistance status, familial status, or local human rights commission activity. No person who is

protected by applicable law against discrimination shall be subjected to discrimination.

The COUNTY and/or MN-EEC members encourages CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in CONTRACTOR's workplace.

6. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and/or MN-EEC members, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

7. INSURANCE

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1)	<u>Commercial General Liability (CGL)</u> General Aggregate Products—Completed Operations Aggregate Personal and Advertising Injury Each Occurrence—Combined Bodily Injury and Property Damage  Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.	\$3,000,000 \$2,000,000 \$1,500,000 \$1,500,000

<b>(2)</b>	<p align="center"><b><u>Workers' Compensation and Employer's Liability</u></b></p> <p align="right">Workers' Compensation  Employer's Liability: Bodily injury by accident—Each Accident  Employer's Liability: Bodily injury by Disease—Policy Limit  Employer's Liability: Bodily injury by Disease—Each Employee</p> <p>If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.</p>	<p>Statutory  \$500,000  \$500,000  \$500,000</p>
<b>(3)</b>	<p align="center"><b>Professional Liability (PL/E&amp;O)</b></p> <p align="right">Per Claim  Annual Aggregate</p> <p>The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of CONTRACTOR or any entity for which CONTRACTOR is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&amp;O policy shall include full prior acts coverage.</p>	<p>\$2,000,000  \$4,000,000</p>
<b>(4)</b>	<p align="center"><b>Cyber Security and/or Privacy Liability</b></p> <p align="right">Per Claim  Annual Aggregate</p> <p>Insurance shall cover claims, which may arise from failure of CONTRACTOR's security resulting in harm, including but not limited to computer attacks, unauthorized access, disclosure of not public, confidential or private data/information, transmission of a computer virus(es) and/or denial of service. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.</p>	<p>\$2,000,000  \$4,000,000</p>

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;

- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to the COUNTY. CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the CONTRACTOR's policies; or (iii) or both. CONTRACTOR is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by CONTRACTOR and shall be supplied to COUNTY upon request.

CONTRACTOR shall not commence work until it has obtained required insurance and delivered to COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name COUNTY as the certificate holder, and as an additional insured for the commercial general liability and the liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by the COUNTY. The funding of deductibles and self-insured retentions maintained by CONTRACTOR, if allowed by the COUNTY, shall be the sole responsibility of CONTRACTOR. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to the COUNTY thirty (30) days prior written notice in the event of cancellation and/or termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, CONTRACTOR shall assume such notice obligations. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to the COUNTY within two (2) business days. CONTRACTOR shall furnish to the COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, the COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR's required insurance shall be primary insurance and any insurance or self-insurance maintained by the COUNTY shall be in excess of and non-contributory with CONTRACTOR's insurance. CONTRACTOR waives all rights against the COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the COUNTY. If CONTRACTOR's subcontractor(s) independently carries insurance in accordance with the provisions herein, CONTRACTOR shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

8. DUTY TO NOTIFY

CONTRACTOR shall promptly notify the COUNTY of any demand, claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify the COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

9. DATA PRIVACY AND SECURITY

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA).

For clarification and not limitation, the COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify the COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section. Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

In addition to the foregoing MGDPA and other applicable law obligations, CONTRACTOR shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY and/or MN-EEC member pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If CONTRACTOR has access to or possession/control of County Data, CONTRACTOR shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY and/or MN-EEC member policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY and/or MN-EEC member policies, procedures, rules and directions, CONTRACTOR shall notify COUNTY and/or MN-EEC member of the inconsistency and follow COUNTY



and/or MN-EEC member direction. CONTRACTOR shall immediately notify the COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by the COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, the COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. CONTRACTOR and/or the COUNTY are each bound by its own signature(s) on this Agreement, and each agrees and accepts the signature of the other party.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and

Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, the COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, the COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined. Following notice from the COUNTY of the claimed breach and damage, CONTRACTOR and the COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that the COUNTY

has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

- G. CONTRACTOR has an affirmative obligation, upon written notice by the COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by the COUNTY, or absent directions by the COUNTY, to exercise a fiduciary obligation to the COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Houston County Attorney's Office so as to accomplish the purposes of this Agreement, Samuel J. Jandt, or successor ("County Attorney"), shall manage this Agreement on behalf of COUNTY and serve as liaison between the COUNTY and CONTRACTOR.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

17. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to

the Houston County Attorney at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to the COUNTY.

18. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify the COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise the COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by the COUNTY, a conflict or potential conflict may, in the COUNTY's discretion, be cause for cancellation or termination of this Agreement.

19. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Houston, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

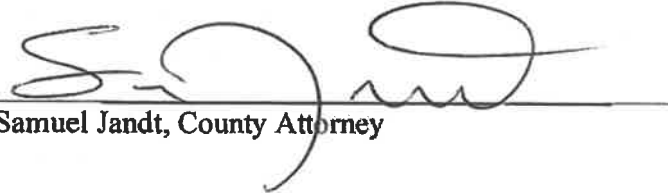
**COUNTY**

**By:**

\_\_\_\_\_  
Eric Johnson, County Board Chair

Date \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION**


  
\_\_\_\_\_  
Samuel Jandt, County Attorney

Date 9-27-2024

**CONTRACTOR**

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.\*

**By:**

  
\_\_\_\_\_  
Mark Lanterman Chief Executive Officer

Date September 27, 2024

\*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

# Digital Forensics Services Authorization Form

**Requestor:**

Date:

**Telephone #:**

**LE-ICR#:**

**Email Address:**

FOR LAW ENFORCEMENT USE ONLY				
ICR #	Date Received	Date DFSA E-Mailed to CFS	Date Evidence Mailed/Delivered to CFS	DFSA Approver Name

**LIST ALL FORENSIC EQUIPMENT TO BE PROCESSED:**

[illegible]



## COUNTY OF HOUSTON PERSONNEL POLICIES HANDBOOK

### CONTENTS

### PAGE

#### ARTICLE 1. INTRODUCTION

5

Section 1.01 Purpose

Section 1.02 Scope

Section 1.03 Employee Records and Data Practices Advisory

#### ARTICLE 2. DEFINITIONS

6

#### ARTICLE 3. COUNTYWIDE WORK RULES & CODE OF CONDUCT

7

Section 3.01 Code of Ethics and Conflict of Interest

Section 3.02 Access to and Use of County Property

Section 3.03 Acceptable Use of Computers and  
Information Technology Resources

Section 3.04 Social Media

Section 3.05 Appearance

Section 3.06 Political Activity

Section 3.07 Non-Smoking Policy

Section 3.08 Driving Policy

Section 3.09 Possession and Use of Dangerous Weapons

Section 3.10 Drug-Free Workplace Policy

#### ARTICLE 4. ORGANIZATION

20

Section 4.01 Organization Chart

Section 4.02 Core Work Hours, Attendance, and Absence

Section 4.03 Break-Times for Nursing Mothers

Section 4.04 External Employment

Section 4.05 Adverse Weather Conditions

Section 4.06 Job Descriptions/Banding/Classifications

<b>ARTICLE 5.</b>	<b>EMPLOYEE RECRUITMENT &amp; SELECTION</b>	
Section 5.01	EEO Policy Statement	
Section 5.02	Hiring Authority	
Section 5.03	Position Recruitment	<b>24</b>
Section 5.04	Selection Processes	
Section 5.05	Trial/Probationary Work Period	
<b>ARTICLE 6.</b>	<b>PERFORMANCE REVIEWS</b>	<b>27</b>
<b>ARTICLE 7.</b>	<b>COMPENSATION</b>	<b>28</b>
Section 7.01	Compensation and Compensation Disclosure	
Section 7.02	Direct Deposit	
Section 7.03	Improper Deduction and Overpayment	
Section 7.04	Time Reporting	
Section 7.05	Flextime	
Section 7.06	Exempt/Non-Exempt Status	
Section 7.07	Non-Exempt (Overtime-Eligible) Employees	
Section 7.08	Exempt (Non-Overtime-Eligible) Employees	
Section 7.09	Leave Reporting for Exempt Employees	
Section 7.10	Jury and Witness Pay	
Section 7.11	Commissioner Per Diems	
<b>ARTICLE 8.</b>	<b>TRAVEL REIMBURSEMENT</b>	<b>33</b>
Section 8.01	Scope	
Section 8.02	In-County Travel	
Section 8.03	Out of County Travel	
Section 8.04	Out of State Travel	
<b>ARTICLE 9.</b>	<b>EMPLOYEE EDUCATION AND TRAINING</b>	<b>35</b>
Section 9.01	Job-Related Training, Meetings, and Conferences	
Section 9.02	Compensation for Travel and Training	
Section 9.03	Memberships and Dues	
<b>ARTICLE 10.</b>	<b>BENEFITS</b>	<b>36</b>
Section 10.01	Health Insurance	
10.01.1	Health Insurance Eligibility	
10.01.2	Effective Date of Coverage	
10.01.3	Resigning Employee's Eligibility for Health Insurance	
Section 10.02	Life Insurance	
Section 10.03	Retirement/PERA	
<b>ARTICLE 11.</b>	<b>HOLIDAYS</b>	<b>38</b>
Section 11.01	Observed Holidays	
Section 11.02	Work on a Holiday	



**ARTICLE 12. LEAVES OF ABSENCE**

Section 12.01	Policy Statement
Section 12.02	Vacation Leave
12.02.1	Eligibility and Accrual Rates
12.02.2	Vacation Use
12.02.3	Probationary Employee Earnings and Use
12.02.4	Separation-Vacation Payout
Section 12.03	Sick Leave
12.03.1	Eligibility and Accrual
12.03.2	Sick Leave Use
12.03.3	Employee Notice/Request
12.03.4	Employer Verification
12.03.5	False Claims
12.03.6	Vacation Donation
Section 12.04	Earned Sick and Safe Time
Section 12.05	Other Unpaid Leave
Section 12.06	Bereavement Leave
12.06.1	Eligibility
12.06.2	Employee Death
Section 12.07	Military Leave
12.07.1	Employee Called to Service
12.07.2	Military Leave for Family Members
12.07.3	Military Leave for Family Member Injured or Killed in Active Service
12.07.4	Civil Air Patrol
Section 12.08	Court Appearances/Victim and Witness Leave
Section 12.09	Job Related Injury or Illness
Section 12.10	Pregnancy and Parenting Leave
Section 12.11	School Conference Leave
Section 12.12	Bone Marrow/Organ Donation Leave
Section 12.13	Donating Blood
Section 12.14	Elections/Voting
Section 12.15	Unpaid Leave/Voluntary Furlough
Section 12.16	Family and Medical Leave Act
Section 12.17	Modified Duty Assignment?
Section 12.18	Reinstatement After Leave

**39**

**ARTICLE 13. DISCIPLINE**

Section 13.01	Policy Statement
Section 13.02	Process
13.02.1	Oral Reprimand
13.02.2	Written Reprimand
13.02.3	Suspension With and Without Pay
13.02.4	Demotion and/or Transfer

**50**

13.02.5	Termination	
<b>ARTICLE 14.</b>	<b>GRIEVANCE PROCEDURE</b>	<b>52</b>
Section 14.01	General Provisions	
Section 14.02	Waiver	
<b>ARTICLE 15.</b>	<b>SEPARATION FROM SERVICE</b>	<b>54</b>
Section 15.01	Resignation	
Section 15.02	Retirement	
Section 15.03	Vacation Usage	
Section 15.04	Involuntary Termination	
Section 15.05	Layoff and Call Back	
<b>ARTICLE 16.</b>	<b>RESPECTFUL WORKPLACE POLICY</b>	<b>55</b>
Section 16.01	Scope	
Section 16.02	Abusive Customer Behavior	
Section 16.03	Disrespectful Behaviors	
16.03.1	Violent behavior	
16.03.2	Discriminatory behavior	
16.03.3	Offensive Behavior	
Section 16.04	Employee Response to Disrespectful Workplace Behavior	
Section 16.05	Supervisor/Department Head Response to Allegations	
Section 16.06	Special Reporting Requirements	
Section 16.07	Confidentiality	
Section 16.08	Retaliation	
<b>ARTICLE 17.</b>	<b>SEXUAL HARASSMENT/DISCRIMINATION PREVENTION</b>	<b>60</b>
Section 17.01	Policy Statement	
Section 17.02	Scope	
Section 17.03	Definitions	
Section 17.04	Expectations	
Section 17.05	Retaliation	
<b>ARTICLE 18.</b>	<b>SAFETY</b>	<b>64</b>
Section 18.01	Reporting Accidents and Illnesses	
Section 18.02	Safety Equipment/PPE	
Section 18.03	Unsafe Behavior	

## ARTICLE 1. INTRODUCTION

### SECTION 1.01 PURPOSE

The purpose of these policies is to establish a uniform and equitable system of personnel administration for Houston County employees. The policies and procedures listed and referenced in this handbook supersede previous personnel policies. These policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the County Board. No supervisor or County representative has the authority to enter into any agreement for employment contrary to these provisions. Nothing in this Personnel Handbook, or in other County policies constitutes an employment contract for any County employee. Except where noted otherwise, these policies and procedures are administered by the County Personnel Office.

### SECTION 1.02 SCOPE

These policies apply to all employees, volunteers, and elected officials of the County. ***If any specific provisions of this policy handbook conflict with any current union agreement the union agreement will prevail.*** Union represented employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in this policy handbook is intended to preempt, modify, or supersede any applicable provision of federal or Minnesota law. This policy handbook provides information to help employees become better informed as to workplace rules and expectations. Departments may have special work rules deemed necessary by the department director to achieve the objectives of that department. All department specific rules shall comply with these County wide policies and County policies supersede any conflicting department policy. Department directors are encouraged to review their department work rules with the Human Resources Director for the purpose of mitigating potential conflict between department work rules, these policies, and union agreements. Each employee will be given a copy of department work rules upon hire and those rules will be explained and discussed with the employee by the employee's immediate supervisor.

The County Board of Commissioners retains the full and unrestricted right to operate and manage the County workforce, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish general hours of operations, and to perform any inherent managerial function not specifically limited by current labor union bargaining agreements, these regulations, County Board resolution, and the State of Minnesota constitution and statutes. Except as otherwise prohibited by law, labor agreement, or these policies the County of Houston has the right to terminate any employee at any time. Employees may similarly terminate employment with the County at any time for any reason.

Upon approval by the County Board, these policies and procedures shall supersede all existing policies or rules that in any way conflict with these personnel policies and procedures. These policies and procedures may be amended whenever such amendment is deemed necessary. Proposed changes to this policy handbook may be initiated by the Personnel Office, or the County Board. All proposed changes should be thoroughly vetted by the Personnel Department which shall make a recommendation to the County Board within a reasonable period of time.

### **SECTION 1.03 EMPLOYEE RECORDS AND DATA PRACTICES ADVISORY**

An official personnel file is maintained on all Houston County employees in the Personnel Office or at a location designated by the Human Resources Director. Personnel data is retained in personnel files, finance files, and benefit/medical files. This information is used to administer employee salary and benefit programs, process payroll, complete State and federal reports, document employee performance, etc.

A department head may retain desk notes for performance and evaluation purposes and are to be secured at all times and are available for review by only the employee, department head or others with a legitimate business purpose in accessing that information.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act. See, [HC Data Practice Policy & Compliance Manual](#). An employee has the right to inspect the contents of his or her personnel files during normal working hours. Such records may also be subject to review by others on a "business need to know" basis in compliance with Minnesota State law.

## **ARTICLE 2. DEFINITIONS**

For purposes of this policy handbook and policies, the following definitions apply:

**“Authorized Hours”** - The number of hours an employee is hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors with the approval of the employee’s supervisor.

**“Benefit Earning Employee”** – An employee who is eligible for at least a pro-rated portion of County-provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

**“Exempt Employee”** – An employee who is not covered by the overtime provisions of the federal or the State of Minnesota fair labor standards acts.

**“Full-Time Employee”** – An employee who is hired to work forty (40) or more hours per week or law enforcement employees who work eighty (80) or more hours per pay period year-round in an ongoing position.

**“Job Banding/Classification and Reclassification”** - Movement of a job from one classification to another classification because of a substantial change in the position’s duties and responsibilities.

**“Non-Exempt Employee”** – An employee who is covered by the federal or the State of Minnesota fair labor standards acts. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) hours in any given workweek.

**“Part-Time Employee”** – An employee who is hired to work less than forty (40) hours per week year-round in an ongoing position.

**“Pay Period”** - A fourteen (14) day period beginning at 12:00 AM (midnight) on Sunday through 11:59 PM on Saturday, fourteen (14) days later.

**“Temporary and Seasonal Employee”** - An employee whose position is temporary or seasonal in character and is not for more than 67 working days in any calendar year; or is not for more than 100 working days in any calendar year if the employee is under the age of 22, is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the employer, and has indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment. See [Minn. Stat. §179A.03](#).

**“Weapons”** - Weapons include all legal and illegal firearms, switchblade knives, or any other object modified to serve as a weapon or has the primary purpose of serving as a weapon.

## **ARTICLE 3. COUNTYWIDE WORK RULES AND CODE OF CONDUCT**

### **SECTION 3.01 CODE OF ETHICS & CONFLICT OF INTEREST**

The proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office or public employment not be used for personal gain; and that the public have confidence in the integrity of its government.

It is imperative that officials and employees in public service maintain the highest possible standards of ethical conduct in their transactions of public business, and that such standards be clearly defined and known to by all employees and public officials. In accepting County employment, employees become representatives of the County and are responsible for assisting and serving the citizens for whom they work. An employee’s primary responsibility is to serve the residents of Houston County. Employees should exhibit conduct that is ethical, professional, responsive, and of the standards becoming of a County employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

Honesty is an important organizational attribute to our County. Any intentional misrepresentation of facts or falsification of records, including personnel records, medical records, leaves of absence documentation or the like, will not be tolerated.

#### **Definitions of Terms**

**Anything of Value**—Money, real or personal property, a permit or license, a favor, a service, forgiveness of a loan or promise of future employment. It does not mean reasonable compensation or expenses paid to a public official by the government of Houston County for work performed.

**Association**—A business entity of any kind, a labor union, a club or any other group of two or more persons other than the immediate family.

**Business**—Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in nonprofit or profit-making activities.

**Compensation**—A payment of “anything of value” to an individual in return for that individual’s services of any kind.

**Private/Confidential Information**—Any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of an individual or a business.

**Gift**—The payment or receipt of “anything of value” unless consideration of greater or equal value is provided in return.

**Family**—A spouse, child, stepchild, parent, parent-in-law, or other close family member, and other persons residing in the same household.

**Private Interest**—Any interest, including but not limited to a financial interest, which pertains to a person or business whereby the person or business would gain a benefit, privilege, exemption or advantage from the action of a state agency or employee that is not available to the general public.

**Public Official**—Any person that has been elected to office, appointed by the County Board, appointed to a County Committee or Commission, or employee hired by the County. For the purpose of County Code of Ethics, this list includes, but is not limited to the following:

- A member of the County Board or other elected official.
- The department head and assistant department head of each County department.
- A member of any County Committee or Commission.
- The County Administrator *or like position*.
- Consultants retained by the County and those individual professionals (such as but not limited to engineers, architects, lawyers, auditors and appraisers) in the consultant’s firm who perform work for the County.

### **3.01.1 Ethical Principles**

The ethical County employee and public official accepts the responsibility that his or her mission is that of servant and steward to the public.

***The ethical County employee and public official shall:***

- Properly administer the affairs of the county.
- Promote decisions which only benefit the public interest.

- Actively promote public confidence in County government.
- Keep safe all funds and other properties of the county.
- Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
- Maintain a positive image to pass constant public scrutiny.
- Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
- Inject the prestige of the office into everyday dealings with the public employees and associates.
- Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
- Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.
- Faithfully comply with all laws, regulations and policies applicable to the County and impartially apply them to everyone.

**The ethical County employee and public official should not:**

- Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
- Improperly influence or attempt to influence other officials to act in his or her own benefit.
- Accept anything of value from any source which is offered to influence his or her action as a public official.

### **3.01.2 Ethical Considerations**

Public officials and employees are to serve all persons fairly and equitably without regard to their personal or financial benefit. The credibility of Houston County government hinges on the proper discharge of duties in the public interest. Public officials and employees must ensure that the independence of their judgment and actions, without any consideration for personal gain, is preserved. Specific ethical considerations are enumerated below for the guidance of public officials and employees, but these do not necessarily encompass all the possible ethical considerations that might arise.

**A. Other Offices or Employment.** An elected public official shall not hold another “incompatible office” as that term has been interpreted from time to time by statute, the courts, and by the Attorney General. Employees shall not hold any incompatible office nor shall they engage in any regular outside employment without notice to and approval by their Department Head or by the County Board. Elected and appointed public officials shall not hold another office or employment which compromises the performance of their elected or appointed duties without disclosure of said office or employment and self-disqualification from any particular action which might be compromised by such office or employment.

**B. Use of Confidential or Sensitive Information.** No employee or public official shall use information gained as an employee or public official which is not generally made available to and/or is not known to the public, to directly or indirectly gain anything of value or to further their own private interest nor shall any employee or public official accept outside employment or involvement in a

business or activity that will require the employee to disclose or use confidential information of the county.

**C. Solicitation of or Receipt of Anything of Value.** A public official or employee shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of the person's official duties.

However, the acceptance of any of the following shall not be in violation of this section:

- Gifts of nominal value;
- Plaques or similar mementos recognizing individual services in a field of specialty, or services related to a charitable cause;
- Payment of reimbursement expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the County of Houston, and which have been approved in advance by the employee's Supervisor as part of their work assignment; or
- Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time, for which they are not compensated by the County of Houston.

**D. Holding Investments.** No public official shall hold any investment which might compromise the performance of the public official's duties without disclosure of said investment and self-disqualification from any particular action which might be compromised by such investment, except as permitted by statute, such as Minn. Stat. §471.88.

**E. Representation of Others.** A public official or employee shall not represent persons or associations in dealings with the County in consideration of anything of value.

**F. Financial Interest.** Where an employee or public official or a member of the employee or public official's immediate family has a financial interest in any matter being considered by the county, such interest, if known, shall be disclosed by the employee or public official. If the employee or public official has such a financial interest or if the minor child of an employee or public official has such a financial interest, the employee or public official shall be disqualified from further participation in the matter.

**G. Property.** No employee or public official shall use or allow the use of County time, supplies, or County owned or leased property and/or equipment, for the employee's private interest or any other use not in the interest of the County, except as provided for by law or other County policy.

**H. Special Consideration.** No employee or public official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

**I. Authority.** No employee or public official shall exceed his or her authority, or breach the law, or ask others to do so.



**J. Giving Anything of Value.** No elected public official shall give anything of value to potential voters in return for their votes, promises, or financial considerations which would be prohibited by the State Minnesota Fair Campaign Practices statute.

**K. Public Funds, etc.** No employee or public official shall use public funds, personnel, facilities, or equipment for private gain or political campaign activities.

**L. Expenses.** Employees and public officials shall provide complete documentation to support requests for expense reimbursement. Expense reimbursement shall be made in accordance with County policy.

**M. Donations.** No employee or public official shall take an official action which will benefit any person or entity because of a donation of anything of value to the County by such person or entity.

**N. Official Action.** No employee or public official shall take an official action which will benefit any person or entity where such employee or public official would not have otherwise taken such action but for the employee or public official's family relationship, friendship, or business relationship with such person or entity.

**O. Compliance with Law.** Employees and Public officials shall comply with all County policies, local ordinances and State of Minnesota and federal Statutes including, but not limited to, laws governing the functioning of counties and municipalities, their elected and appointed officials, and employees.

**P. Acceptance of Advantage by County Employee.** No employee or public official of the County in direct contact with suppliers or potential suppliers of the county, or who may directly or indirectly influence the purchase of products, evaluation of contracted services, or otherwise has official involvement in the purchase or contracting process may:

- Have any financial interest or have any personal beneficial interest directly or indirectly in contracts or purchase orders for goods or services used by, or purchased for resale or furnished to the County; or
- Accept directly or indirectly from a person, firm or corporation to which a contract or purchase order has been or may be made, a rebate, gift, money or anything of value other than items of nominal value. No employee may accept any promise, obligation or contract for future reward.

**Q. Conflict of Interest**

County employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or an actual conflict of interest or could result in a personal benefit for themselves or a close family member. If an employee has any question about whether such a conflict exists, they should consult with the Human Resources Director or the County Attorney.

The following actions by an employee or public official of the County of Houston shall be deemed a conflict of interest:

- Use or attempted use of their official position to secure benefits, privileges, exemptions or advantages for themselves or their immediate family; or an organization with which they are associated which are different from those available to the general public.
- Acceptance of other employment or contractual relationship that will affect their independent judgment in the exercise of their official duties.
- Act as an agent or attorney in any action or matter pending before the County of Houston except in the proper discharge of official duties or on their own behalf; or
- The solicitation of a financial agreement for themselves or entity other than the County when the County is currently engaged in the provision of the services which are the subject of the agreement or where the County has expressed an intention to engage in competition for the provision of the services, unless the affected County agency waives this clause.

### **3.01.3 Determination of Conflicts of Interest**

When an employee or public official believes the potential for a conflict of interest exists, it is the employee's duty to avoid the situation. A conflict of interest shall be deemed to exist when a review of the situation by the appropriate personnel (Department Head, Personnel Director, County Attorney, or County Board) determines that any one of the following conditions are present:

- The use for private gain or advantage of County time, facilities, equipment or supplies; or badge, uniform, prestige or influence of County office, position or employment.
- Receipt or acceptance of any money or other things of value from anyone other than the County for the performance of an act which the employee or public official would be required or expected to perform in the regular course or hours of County employment or as part of their official County duties.
- Employment in or by a business which is subject to direct or indirect control, inspection, review, audit or enforcement by the employee or public official.
- The performance of an act in other than their official County capacity which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee or public.

If the appropriate personnel determine that a conflict of interest exists, the job duty shall be assigned to another person who does not have a conflict of interest. If it is not possible to assign the job duty to another employee or public official, all interested persons shall be notified of the conflict of interest and the original employee may proceed with the job duty or assignment.

### **3.01.4 Special Considerations - Committee Members.**

Situations can arise where a member of a County commission, a board, or a committee abstains from voting because of a conflict of interest, but his or her abstention becomes a vote either for or against the matter because a majority is required to pass or reject that matter. This can happen where four-fifths vote is needed to pass an issue, or the vote must be a clear majority and a split vote does not pass or reject. When this happens, the County Attorney must be consulted and the final vote should carry a public notice explaining what took place, and how it was resolved.

### **3.01.5 Disclosure of Financial Interest – Elected Officials**

Not later than ninety (90) days after the date of approval of this code, each public official of the County shall file as a public record, in the Personnel Office of the County, a statement containing the following:

- A list naming all business enterprises known by the public official to be licensed by or to be doing business with the County which the public official or any member of the public official's immediate family is connected as an employee, officer, owner, investor, creditor of, director, trustee, partner, advisor, or consultant.
- A list of the public officials and members of the public officials' immediate family's interests in real property located in the County or which may be competing with the interests of the County located elsewhere, other than property occupied as a personal residence.

Each person who enters upon duty after the date of this code in an office or position as to which a statement is required by this code shall file such a statement to be provided by the County not less than thirty (30) days after the date of his/her entrance to duty.

Each person who made an initial filing shall file a new statement by January 30th of each year thereafter giving the information called for above as of the time of the new statement. If a change in financial interest or property ownership occurs between filings, a new filing shall be made within thirty (30) days of the change.

The interest of any member of the immediate family shall be an interest of the person required to file a statement by or pursuant to this ordinance.

This policy shall not be construed to require the filing of any information relating to any person's connection with or interest in any professional society or any charitable, religious, social, fraternal, educational, recreational, public service, civil, or political organization, or any similar organization not conducted as a business enterprise, and which is not engaged in the ownership or conduct of a business enterprise.

However, if any of such organization seeking any action or benefit comes before a County Commission or the Board, then membership in the organization shall be a potential conflict of interest and must be reported as such to the Personnel Office by the public official in an amended disclosure statement. The other stipulations of this code then apply.

The Personnel Office shall inform each person who is required to file of the time and place for filing. The Personnel Office shall inform the Board whenever a person who is required to file a statement fails to do so.

#### **3.01.6 Violations - Falsification of Records**

Any employee who makes false statements or commits, or attempts to commit, fraud to prevent the impartial application of these policies, will be subject to immediate disciplinary action up to and including termination.

#### **3.01.7 County Position on Reporting Fraud**

Houston County complies with [Minn. Stat. §609.456](#), which requires any public employee or officer of a political subdivision who discovers evidence of theft, embezzlement, unlawful use of public funds or property, or misuse of public funds by a charter commission or any person authorized to expend public funds, the employee or officer shall promptly report to law enforcement and shall promptly report in writing to the state auditor a detailed description of the alleged incident or incidents.

### **SECTION 3.02 ACCESS TO AND USE OF COUNTY PROPERTY**

Except as may be provided in Section 3.03 below, County equipment, materials, tools or time shall not be used for personal reasons at any time. Employees who have authorized possession of cell phones, or other County-owned technology must register their name and serial number or identifying information about the equipment with the IT department. Department heads shall maintain a record of all other County owned tools and equipment they issue to their office/department employees. All keys and building access cards must be registered with the Personnel Department.

Employees are responsible for the safekeeping and care of all County issued equipment and the property. The duplication of keys owned by the County is prohibited. Any employee found to have an unauthorized duplicate key will be subject to disciplinary action. All such equipment must be turned in and accounted for by any employee leaving employment with the County in order to resign in good standing. See Article 15, Separation from Service.

No employee shall be instructed to or allowed to perform work at any time during working hours and using County property for private individuals, or other governmental agencies, except in where such work is part of an agreement entered into by the County Board.

### **SECTION 3.03 ACCEPTABLE USE OF COMPUTERS AND INFORMATION TECHNOLOGY RESOURCES**

This policy establishes responsibilities for acceptable use of the County of Houston information technology resources. County information technology resources are provided for County business use by the Board of Commissioners, other elected officials, employees and other authorized users. County information technology resources are the property of the County of Houston.

Computer and information technology resources are essential tools in accomplishing the mission of the County of Houston governmental divisions. These resources must be used and managed responsibly to ensure their availability for the competing demands of mission-related uses. This policy establishes responsibilities for acceptable use of the County of Houston information technology resources. As such, the County encourages the use of information technology as an effective and efficient tool within the framework of applicable state and federal laws, policies and rules. See the [Acceptable Use of Computers & Information Technology Resources Policy](#) and the [Cellular and Other Mobile Computing Devices Policy](#).

County issued cellular telephones are intended for the County work and generally not to be used for personal business. Limited personal usage:

- Must not limit or interfere with the work of the employee or other employees.
- Cannot be for personal profit or the benefit of non-County employment.

- All employees are expected to follow applicable local, State, and federal laws and regulations regarding the use of cellphones at all times. Safety must come before all other concerns. Regardless of the circumstances and in accordance with Minnesota law, employees are required to use hands-free operations or pull off into a parking lot and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road at all times while driving. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area.
  - In accordance with State law, there is an exception to hands free cell phone operations to obtain emergency assistance to report a traffic accident, medical emergency or serious traffic hazard or prevent a crime from being committed. There is also a state law exception for authorized emergency vehicles while in the performance of official duties.
- Reading/sending text messages, emailing, video calling, scrolling/typing, accessing a webpage, or using non-navigation applications while driving is strictly prohibited.
- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

NOTICE: The 2012 Federal Motor Carrier Hands Free law restricts the use of all hand-held mobile devices for drivers of commercial motor vehicles. See, <https://www.fmcsa.dot.gov/driver-safety/distracted-driving/mobile-phone-restrictions-fact-sheet>

### **SECTION 3.04 SOCIAL MEDIA**

Harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home and on home computers.

- Personal social media account name or email names cannot not be tied to the County's name without prior authorization of the Department Head and the Information Systems Director.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the County's operations or undermine any County department's ability to effectively serve the public. The County can act on a personal communication that violates this policy without waiting for the actual disruption.
- The County expects its employees to be fair, courteous, and respectful to supervisors, co-workers, residents of the County and others. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to, hair texture and hairstyles) national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.

- County resources, working time, or official County positions cannot be used for personal profit or business interests, or to participate in personal political activity.

### **SECTION 3.05 APPEARANCE**

Personal appearance should be appropriate to the nature of the work performed and should present a positive image to the public. Clothing, jewelry, or other accessories that could present a safety hazard or include offensive/inappropriate images or words, including those that are discriminatory or sexual in nature, are not acceptable in the workplace. Dress needs may vary by function.

In all instances, clothing must be neat, clean, not ripped, heavily frayed or worn. When unsure, employees should consult with their department head or Human Resources Director.

### **SECTION 3.06 POLITICAL ACTIVITY**

County employees have the right to express their views and to pursue legitimate involvement in the political system. However, no County employee, elected official, appointed members of County commissions and committees, or volunteer will directly or indirectly, during hours of employment or while on County property, solicit or receive funds for political purposes.

### **SECTION 3.07 NON-SMOKING POLICY**

#### **3.07.1 Purpose**

The Houston County Board of Commissioners is committed to providing safe and healthy work environments. The Board of Commissioners believes the use of tobacco products, including electronic delivery devices, on County property is detrimental to the health and safety of its employees, residents, clients, and other visitors. Tobacco use is a major cause of preventable disease and death. Smoking, tobacco use, and exposure to second-hand smoke have been found to cause heart disease, cancer, asthma, bronchitis, and other respiratory problems. Electronic delivery devices, more commonly referred to as electronic cigarettes or e-cigarettes, closely resemble and purposefully mimic the act of smoking. They produce a vapor of potentially harmful substances and typically contain nicotine derived from tobacco, which is a highly addictive substance.

#### **3.07.2 Policy**

The sale and use of tobacco products and electronic delivery devices is prohibited at Houston County buildings, surrounding grounds and parking lots. There are no designated areas for tobacco use. All County buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or “vaping” with e-cigarettes is prohibited while on duty, in a County facility, surrounding grounds and parking lots, and in County vehicles.

#### **3.07.3 Scope**

This policy applies to all Houston County employees, elected officials, interns, volunteer staff, and visitors. Organizers and attendees at public or private events at all County work locations are required to abide by this policy. Event organizers are responsible for communicating and enforcing this policy.

#### **A. Exceptions**

It is not a violation of this policy to use a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

## **B. Definitions**

**“Electronic Delivery Device”** means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to stimulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. The term includes any such devices, whether they are manufactured, distributed, marketed or sold as e-cigarettes, e-cigars, e-pipes, or under any other product name or descriptor.

**“Smoking”** means inhaling or exhaling from any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product or inhaling or exhaling vapor from any electronic delivery device. Smoking shall include carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

**“Staff”** means any person employed by Houston County in a full- or part-time capacity, or any position contracted for or otherwise employed, with direct or indirect monetary wages or profits paid by Houston County, or any person working on a volunteer basis. The term includes but is not limited to: elected and appointed officials, personnel, contractors, consultants, and vendors.

**“Tobacco Product”** means any product containing, made, derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.

**“Tobacco Use”** means the act of smoking, the use of smokeless tobacco, or the use of any other tobacco product in any form, including the use of electronic delivery devices.

### **3.07.3 Cessation Programming**

Houston County Public Health will identify cessation programs and services for those who are ready to quit.

### **3.07.4 Compliance and Enforcement**

The success of this policy depends on the consideration and cooperation of both tobacco-users and non-users. Enforcement of this policy is a shared responsibility of all staff. Individuals acting in violation of this policy will be reminded of the policy and asked to comply with its terms. Staff found to have violated this policy may be subject to disciplinary action. Visitors who violate this policy may be asked to leave the property.

## **SECTION 3.08 DRIVING POLICY**

### **3.08.1 Scope**

This policy applies to all employees and elected officials who drive a vehicle for County business whether driving a County-owned vehicle or their own personal vehicle. The County expects all employees who are required to drive as part of their job to drive safely and legally while conducting County business and to maintain a good driving record.

Employees must notify their supervisor within one (1) workday of the suspension, expiration, revocation, or cancellation of their driver license, and at no time shall the employee operate County vehicle or their personal vehicle to conduct County business without a valid driver's license. Employees must keep their supervisor informed of any changes thereafter. The supervisor, in turn, must notify their department head and the Human Resources Director the following workday, thereafter. The County will determine appropriate action on a case-by-case basis. A violation of this provision may result in disciplinary action up to and including termination of employment.

It is the responsibility of the employee to ensure that their driver's license is valid and current. Driving records of County employees who use vehicles for County business may be checked annually to verify validity. Fines resulting from traffic citations involving either moving vehicle or parking violations are the obligation of the driver responsible for the vehicle involved. Likewise, locksmith expenses due to lockouts or lost keys are the responsibility of the authorized driver.

### **3.08.2 Driving County Owned Vehicles**

County owned vehicles are for official County business use only and may be driven by County employees and County elected officials, hereinafter "authorized drivers." Authorized drivers shall not drive vehicles on County business without a valid driver's license of the appropriate classification on their person when driving a County vehicle. Authorized drivers must observe all ordinances and laws pertaining to the operation of motor vehicles. Employees who have an alcohol/drug related driving offense, as defined in Minnesota Statute Chapter 169A, Driving While Impaired, while operating a County vehicle are subject to discharge from employment. Only authorized persons (i.e. clients, vendor, county employees) are permitted to ride in County owned vehicles. Family members are not allowed to be casual passengers in County vehicles.

All County vehicles are smoke free. Employees are considered to be on County business while driving a County vehicle regardless of whether or not they are on County paid time.

### **3.08.3 Driving Non-County Owned Vehicles**

Employees are required to have liability insurance in effect on all personal vehicles used for County purposes or while performing County business. Employees are required to provide proof of such insurance to the Personnel Office as requested. Employees who fail to provide proof of insurance will not be eligible to use a personal vehicle for County business or to receive mileage reimbursement until such proof of insurance has been provided. Employees are required to immediately notify the Personnel Office if their liability insurance or driver's license becomes invalid.

### **3.08.4 Accident, Theft, and Damage Reporting**



Authorized drivers shall immediately report accidents, damage, or theft to the law enforcement authority for the jurisdiction where the accident, damage, or theft occurred. Information about other vehicles and drivers involved should be obtained by the employee when possible. This information should include the name and address of other drivers involved, license numbers, and vehicle description including the make, model, and color, other drivers' insurance, and the law enforcement accident report number.

Houston County maintains insurance coverage through Minnesota Counties Insurance Trust (MCIT) for all County owned vehicles. Neither the County nor MCIT will cover loss of personal property. If an employee is injured while driving a County vehicle or a personal vehicle for County business, a First Report Injury form must be completed by the supervisor or another employee in their stead, and returned to the Personnel Office as soon as practicable.

### **3.08.5 Safety**

It is the responsibility of the authorized driver to comply with all applicable seat belt laws. All passengers and drivers of County vehicles are required by law to use seat belts. Drivers must always operate County vehicles in a safe and courteous manner. Appropriate and safe car seats must be properly used when transporting children.

### **3.08.6 Individually Assigned Vehicles**

Employees who are assigned a County vehicle which they drive to and from work, are subject to Internal Revenue Regulations requiring taxation of certain non-cash fringe benefits including "personal use" of an employer provided vehicle. *\*NOTE*, this provision does not apply to Sheriff's Office deputy squad cars.

## **SECTION 3.09 POSSESSION AND USE OF DANGEROUS WEAPONS**

Except as provided below, possession or use of a dangerous weapon (see Article 2. Definitions) is prohibited on County property, in County vehicles, or in any personal vehicle which is being used for County business. This includes employees with valid permits to carry firearms.

In compliance with Minnesota law, the following exceptions to the dangerous weapons prohibition are:

- Sheriff's Office deputies and employees who are in possession of a weapon or firearm in the scope of their official duties.
- Other Law Enforcement agencies' personnel
- The County Attorney and an Assistant County Attorney with the approval of the County Attorney
- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on County property.
- A person who is showing or transferring the weapon or firearm to a deputy or police officer as part of an investigation.

### **SECTION 3.10 DRUG-FREE WORKPLACE POLICY**

It is the County's intent and obligation to provide a drug-free, safe, and secure work environment. Employees are expected and required to report to work on time and not impaired or under the influence of alcohol or other substances. The unlawful manufacture, distribution, possession, or use of drugs on County property or while conducting County business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The County recognizes substance abuse as a potential health, safety, and security problem. Employees needing help to address such problems are encouraged to use the County's [Employee Assistance Program](#), the [Law Enforcement Employee Assistance Program](#), or their health insurance plans, as appropriate. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting County business. A report of the conviction must be made within five days after the conviction as required by the [Drug-Free Workplace Act of 1988](#). Houston County has adopted the [Houston County Drug-Free Workplace Policy](#).

## **ARTICLE 4. ORGANIZATION**

### **SECTION 4.01 ORGANIZATIONAL STRUCTURE**

See [Houston County Organization Chart](#).

### **SECTION 4.02 CORE WORK HOURS, ATTENDANCE, AND ABSENCE**

The County's general hours of operation are Monday through Friday from 8:00 AM to 4:30 PM. The operations and standards of service of the County require employees be at work unless valid reasons warrant their absence.

The normal work week is five (5) eight-hour or four (4) ten-hour consecutive workdays. Employees are expected to work under normal conditions and are not guaranteed these hours. A schedule of four (4) ten-hour consecutive days shall be based on the business needs of the department and not worked without prior approval of the department head and the Personnel Office.

The normal workday is eight or ten consecutive hours including a paid fifteen (15) minute rest period during each four (4) hour work shift and excluding a one-half (1/2) hour unpaid lunch period. Travel time to and from work to eat a meal is included in the lunch period. Employees are expected to use these breaks as intended and generally should not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Changes in the employee's work schedule should be preceded by a five (5) workday advance notice by the employer, except in the event of an emergency and/or conditions over which the employer has no control.

The work schedule for part-time employees will be established by the department head.

Regular attendance during all scheduled hours of work, reporting on time, and continuing to work to the end of the period are expected of everyone. Varying normal work-week hours may include reporting to work at night, weekends, and holidays.

Employees who plan to be absent from work are required to request time off from their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should notify their supervisor before the scheduled starting time pursuant to supervisor instructions or departmental procedures.

- Failure to use the established reporting process may be grounds for disciplinary action.
- The employee must contact the supervisor on each day of an absence extending beyond one (1) day unless they previously indicated to their supervisor or the Personnel Office a need for multiple days use of sick leave.
- Employees who are absent for three (3) days or more and who do not report their absence in accordance with this policy will be considered to have voluntarily resigned *not* in good standing.
- The County may waive this work rule if extenuating circumstances warrant doing so.

This policy does not preclude the County from administering discipline for unexcused absences of less than three days. Individual departments may establish more specific reporting procedures.

Non-exempt employees (employees who are eligible for overtime pay) are not authorized to take work home or to work through lunch without prior approval from their supervisor. ***All actual hours worked by non-exempt employees must be accurately reported on timecards reflecting the day and the hours worked.***

#### **SECTION 4.03 BREAK-TIMES FOR NURSING MOTHERS**

Reasonable break times will be provided each day for an employee who needs to express milk. The County will not reduce an employee's compensation for time used for the purpose of expressing milk. The breaktime times should, if possible, run concurrently with any break time times already provided. Nursing mothers will be provided a room as close as possible to the employee's work area, which is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private. See [Minn. Stat. §181.939](#).

#### **SECTION 4.04 EXTERNAL EMPLOYMENT**

County employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the County.

The potential for conflicts of interest is lessened when individuals employed by the County of Houston regard the County as their primary employment responsibility. Employees should report all outside employment to their immediate supervisor and the Personnel Office. If the potential for a conflict of interest exists, the employee's supervisor will consult with their department head and the Human Resources Director.

If it is determined that a conflict of interest exists with the employee's County job, the matter will be discussed with the employee. The employee will be required to resign from outside employment or may be subject to discipline up to and including termination from County employment.

For the purpose of this policy, outside employment refers to any non-County employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission compatible with County employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the County's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use County equipment, resources, or staff in the course of non-county employment.
- The employee must not violate any County personnel policies as a result of his/her outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the County. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates an actual conflict of interest with the mission or purpose of the employee's County department.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the County for those same hours.

#### **SECTION 4.05 ADVERSE WEATHER CONDITIONS**

County facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may temporarily modify their work schedule or make other reasonable schedule adjustments. Sheriff's deputies, jailers, dispatchers, and highway maintenance employees will generally be required to report to work regardless of conditions.

Circumstances, which pose a threat to the safety of employees and public patrons, or circumstances, which prohibit the normal use of the County's facilities may require the closing of County offices to the public. Together, the Sheriff, Highway Engineer, and County Board Chairperson may declare an emergency and direct the official closing of facilities. When County facilities are closed, the conduct of official business is deferred to the next business day.

Each department is responsible for establishing a network for communicating with employees regarding the closing of County facilities. Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective department head.

## **SECTION 4.06 JOB DESCRIPTIONS/BANDING/CLASSIFICATION**

### **4.06.1 Job Descriptions**

The County maintains job descriptions for all positions. A job description includes the position title, department, reporting lines, FLSA status (exempt or non-exempt), the primary objective of the position, essential functions of the position, requisite skills, training, physical requirements, and experience, and extent of supervisory direction or guidance provided by the position.

Good attendance and compliance with work rules and policies are essential functions of all County positions, whether it is expressly stated in a job position.

The Human Resources Director will establish minimum qualifications for each position with input from the appropriate department head.

Any revision that results in a change of banding/classification of a job description must receive prior County Board approval prior to posting and advertising the vacancy.

### **4.06.02 Position Banding/Classification**

Houston County uses the *Decision Band Method* (DBM) for its pay equity management system and for comparable worth reporting to the Minnesota Department of Management and Budget for all positions excluding those classified as temporary, casual, or seasonal. Banding determinations shall be completed by a qualified external consultant, who is fully trained in the Decision Band methodology.

Banding/classification reviews will be completed for new job descriptions and for revised position descriptions that have substantially changed.

A draft “job description” will be prepared by the Human Resource Director in close consultation with the department head. Depending on the situation, the Human Resource Director may also meet with intermediate supervisors, lead workers, and the impacted employee prior to finalizing the job description.

The Human Resource Director will send the finalized job description to the external consultant for a banding determination. The HRD will forward the consultant’s banding recommendation to the department head and present the revised job description and banding recommendation to the County Board for their consideration.

## **ARTICLE 5. EMPLOYEE RECRUITMENT & SELECTION**

### **SECTION 5.01 EEO POLICY STATEMENT**

The citizens of Houston County best interests are served by the employment of the most qualified personnel available. The County of Houston is committed to providing equal opportunity and fair and equitable treatment in all areas of employment, including but not limited to recruitment, hiring, promotion, transfer, selection, training, compensation, lay-off decisions, and disciplinary action including termination. The County of Houston will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, age, sexual orientation, veteran status, or membership on a local human rights commission in accordance with applicable state and federal laws. The County of Houston values diversity and recognizes individual protected-class status as defined in both State of Minnesota and federal law and seeks to ensure equal opportunities in all phases of employment.

Equal Employment Opportunities applies to all full-time, part-time, and temporary County positions. The County expects each employee to cooperate to achieve this goal and to stand behind the principles defined within this policy in carrying forth their job duties.

### **Section 5.02 HIRING AUTHORITY**

The County Board determines if a vacancy exists and will be filled. The County Human Resource Director manages the employee hiring process. While the hiring process may be conducted by staff, the County Board of Commissioners is solely responsible for the final hiring decision for all hires to County employment. No one will be placed on the County payroll without prior approval by the County Board of commissioners. All hires will be made according to qualifications, merit, and skills related to the position being filled.

### **SECTION 5.03 POSITION RECRUITMENT**

Prior to posting a vacant position the Human Resources Director and the department head should review job descriptions and determine if revisions are necessary to ensure the position's duties and responsibilities are accurately reflected and that the stated job qualifications do not present artificial barriers to employment.

Probationary position announcements/postings include publication of a notice in one or more county newspapers, on the County website, and such other publications as the department head and Personnel Office deem appropriate based on the specific job opening. All probationary position announcements will be posted for ten (10) days or more. The deadline for application may be extended by the Human Resources Director and department head in the event of an inadequate applicant pool. In exigent or emergency situations, the Board of Commissioners may authorize interim appointments until such a time as these procedures can be followed.

Application for employment will generally be made to the County's online application process. Other materials in lieu of the online application may be accepted in certain recruitment situations as determined by the Human Resources Director. Supplemental questionnaires may be required as

determined by the Human Resources Director in consultation with the appropriate department head. All candidates must complete and submit the required application materials by the posted deadline for consideration for an open position. Generally, unsolicited applications will not be kept on file. Additional procedural processes will be followed for Public Health and Human Services positions covered by the Minnesota Merit System.

## **SECTION 5.04 SELECTION PROCESSES**

### **4.04.1 Department Staff Vacancies**

The selection process is a cooperative effort between the County Human Resources Director and the department head, subject to final hiring approval of the County Board. Any, all, or none of the candidates may be interviewed. The interview process for hiring seasonal and casual temporary employees may be delegated to the appropriate department head in consultation with the Personnel Office with each hire subject to final County Board approval. See [HC Staff Search, Selection, and Hiring Process Guidelines](#).

### **5.04.02 Department Head Vacancies**

The search committee is comprised of the full Board of Commissioners. Application ratings and interview questions are drafted by the HRD with input from the Board of Commissioners. Initial application review, rating, and recommendation of the finalists for interviews may be performed by the Board members assigned to the Personnel Committee and the Human Resources Director. Each Board member will individually rank the interviewed candidates. The following are department head search process guidelines: See, [HC Board Search and Selection Process Guidelines for Department Directors](#).

### **5.04.03 Interviews and Testing**

Applicants' qualifications are evaluated based on scored interviews and documented training and experience. Candidates may be required to complete job related physical testing as is appropriate to specific jobs. Other testing may also be required:

- Writing exercises for positions requiring writing as part of the job duties
- Mock presentation to the search committee
- MDHS MERIT testing and/or evaluation

To be eligible for a potential interview a candidate must meet all minimum qualifications listed in the applicable job description.

All applicants for a Commercial Motor Vehicle driver position will be required to undergo drug and alcohol testing provided that a conditional offer of employment has been extended to the applicant. See [Federal Motor Carrier Safety Administration \(FMCSA\)](#), and [HC Drug-Free Workplace Policy](#).

### **5.04.04 Pre-Employment Medical Examinations**

Should a pre-employment medical examination, which may include a psychological evaluation, be necessary to determine fitness to perform the essential functions of a County position, an offer of employment is contingent upon the successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are offered employment for a specific job class. Information obtained from medical and psychological examinations will be treated as private medical records and maintained in the Personnel Office.

When required, the medical exam will be conducted by a licensed medical provider designated by the County with the cost of the exam paid by the County. (Licensed psychologist or psychiatrist will conduct psychological examinations.) Except for Sheriff's Office hires, the medical provider will notify the County Human Resources Director or designee when a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug and/or alcohol test, if applicable. If the candidate requests and requires an accommodation to perform one or more of the essential functions of the job, the County Human Resource Director or designee will confer with the medical provider and the candidate regarding an appropriate, reasonable accommodation.

Candidates who are rejected for employment based on the results of the medical exam will be notified of this determination.

#### **5.04.05 Background Checks**

All finalists for employment with the County will be subject to a background check. Except where defined by Minnesota State law, the Personnel Office will determine the level of background check to be conducted based on the specific position being filled.

#### **SECTION 5.05 TRIAL/PROBATIONARY PERIOD**

Every Houston County employee hired, transferred, or promoted to a non-temporary/casual position shall be required to successfully complete a trial work period. The trial/probationary period begins on the first day of employment with the County or at the beginning of a promotion, or reassignment. The trial work period for an individual employed for or promoted to a management or supervisory position is twelve (12) consecutive months.

The trial work period for an individual employed for a non-management is six (6) months. Time served in temporary, seasonal, volunteer, or interim positions do not count towards tolling a probationary period.

The probationary/trial period provides new employees an opportunity to adjust to and to learn their new positions and for supervisors to observe and evaluate the employee's performance. Under conditions which prevent the making of a full and fair determination as a basis for granting regular status or terminating the employee, the Human Resources Director in consultation with the employee's supervisor and department head may request the County Board grant a three (3) month extension of the trial work period.

During the probationary/trial period, informal performance meetings should occur frequently by the supervisor with the employee. Conducting these informal performance meetings provides both the supervisor and the employee with the opportunity to discuss what is expected, what is going well and what needs improvement. The evaluation process is the basis for the recommending regular



appointment after the successful completion of a trial work period. An evaluation should be made at least once prior to the completion of the trial work period and once each year thereafter. Employees serving a twelve (12) month trial work period should have an evaluation at approximately 6 months point into their trial work period and a second evaluation should be completed prior to the end of the trial work period and annually thereafter.

Supervisors should complete a performance evaluation and forward their evaluation to the Personnel Office approximately 2 to 4 weeks prior to the end of the employee's probationary/trial period. The Human Resources Director in consultation with the department head will place the matter on the Board agenda for the Board's consideration.

Employees serving a probationary period may be disciplined at the discretion of the County, up to and including dismissal. A probationary employee so disciplined, including dismissal, does not have any grievance rights.

## **ARTICLE 6. PERFORMANCE REVIEWS**

Providing efficient, effective service to the citizens of Houston County requires that employees perform their work in a way which meets or exceeds established standards of performance. When unsatisfactory performance exists, additional attention must be given to its identification and correction.

An objective performance review should be performed by supervisors annually to evaluate the performance of County employees. There should be a clear mutual understanding of the work the employee is expected to perform, the work standards expected by the supervisor, how well the employee is performing the job, and what the employee can do to improve job performance. The Personnel Office will provide uniform evaluation forms to each department head. Department heads may supplement this form with department specific evaluations. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, discipline, and terminations.

When unsatisfactory performance exists, supervisors are expected to work with their employees to determine the nature of the performance problem, the cause of the performance problem, and work together to implement a corrective action plan. If the performance problem persists, or it is determined that it is deliberate or willful, the employee may be disciplined to maintain order and obtain compliance with work expectations and standards.

The supervisor or department head will discuss the performance review with the employee. An employee may submit a written response, which will be attached to the performance review. Performance reviews should be scheduled annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

Signing the performance review document by the employee acknowledges the review has been discussed with the employee and does not necessarily constitute agreement with the supervisor's assessment. Failure to sign the document by the employee will not delay processing.

## **Article 7. COMPENSATION/TIME REPORTING**

### **SECTION 7.01 COMPENSATION**

Employees are compensated according to the pay schedules set forth in the employees' respective labor agreements and in the non-represented wage scale annually adopted by the County Board of Commissioners. Newly hired employees will be placed at the starting step within their appropriate comparable worth band, unless experience, education and/or prevailing market conditions require placement above the entry level step. Non-Union employees progress to the next step on the pay grid after the completion of 2080 hours of work, not inclusive of overtime hours. See [2024 Non-Union Employee Wage/Salary Schedule](#).

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act ([Minn. Stat. §13.43](#)), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with [Minn. Stat. §181.172](#), the County will not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under [Minn. Stat. §181.172, subd. 3](#).

An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the County and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5075 or (800) 342-5354.

### **SECTION 7.02 PAYROLL PROCESSING**

Payroll is processed biweekly for all County employees. Pay periods end on alternate Saturdays with the official pay day being the following Friday. See, [2024 Pay Schedule](#).

#### **7.02.01 Time Reporting**

Full-time employees are expected to work forty (40) hours per week. (Law Enforcement, Jail, and Dispatch employees work eighty (80) hours during a two week pay period.) Non-exempt (hourly wage) employees will be paid according to the time reported on their electronic timecard.

Exempt (salaried) employees are responsible for recording vacation and sick leave hours used (negative time reporting) each pay period. Exempt employees are required to take vacation in two-hour increments and sick leave reporting in one-hour increments.

To comply with the provisions of both the federal and State Fair Labor Standards acts, hours worked, and any leave time used by non-exempt (hourly wage) employees are to be recorded daily and submitted on a biweekly basis.

Submission of the electronic time reporting includes the employee's declaration that the time reported is true and accurate for that pay period. Supervisors are responsible for reviewing and validating timecards of employees who directly report to them. Reporting false information on a time sheet may be cause for discipline up to and including termination from employment.

Department head timecards will be reviewed and validated by the Human Resources Director. The Human Resources Director's timecard will be reviewed and validated by the Finance Director.

**\*All timecards must be completed including the supervisor review and validation no later than noon Monday of the pay week.**

#### **7.02.02 Deductions from Wages**

The following are compulsory deductions made from each paycheck:

- Federal income tax
- State income tax
- FICA/Medicare
- Public Employees Retirement Association (eligible employees)
- Union dues (when elected by members of a collective bargaining agreement)

Eligible employees may give written consent for the following voluntary paycheck deductions:

- Contributions to the Health Savings Account (HSA)
- Contributions to NRS or MNDP Deferred Compensation and Roth plans
- Contributions to County approved elective insurance plans
- Contributions to the Flexible Spending and Dependent Care plans

#### **7.02.03 Direct Deposit**

The County requires all employees use direct deposit for receipt of compensation. Funds will generally be available on Thursday of pay week. If additional processing time is required, funds may not be available until the following day.

Any direct deposit changes (i.e., bank changes, deposit amounts, etc.) must be submitted to the Personnel Office no later than Monday of pay week for changes to be effective in the current pay cycle.

Printed direct deposit notices are distributed each pay period by the Auditor/Treasurer.

#### **7.02.04 Improper Deduction or Overpayment**

An employee should immediately contact the Personnel Office if he/she believes that an improper deduction, overpayment, or another type of error has been made regarding their compensation.

If the County determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, the County will arrange with the employee a plan to recover the excess payment. The County will not reduce an employee's pay to recover these funds without written authorization by the employee.

#### **SECTION 7.03 FLEX TIME**

In the interest of increasing efficiency and minimizing overtime and compensatory time costs, qualifying employees are encouraged to flex their work schedule during a work week in which they are required work more than eight (8) hours on a given workday so that the over-time qualified employee works no more than 40 hours total during that work week.

Department heads and supervisors may approve non-supervisory (non-exempt) employee requests for training with the understanding that the employees' attendance is voluntary and ***that no more than 40 hours will be turned in for that week.*** If an employee is gone more than 8 hours in one day, due to their attending a training, the employee should shorten another day that week to offset the potential overage of time. If an employee is planning to attend an out-of-town conference where the above provision may apply, they must get pre-approval of the adjusted work schedule in advance of the week of travel.

*When attending an out-of-town conference, The Fair Labor Standards Act, as a general rule, does not require that overtime be paid if the employee is gone for more than eight (8) hours that day.*

#### **SECTION 7.04 EXEMPT/NON-EXEMPT EMPLOYEE STATUS**

Houston County's overtime policy complies with applicable State of Minnesota and federal laws governing accrual and use of overtime. The County Human Resources Director will determine whether each employee is designated as "exempt" or "non-exempt" from earning overtime compensation.

In general, employees in executive, administrative, and professional job classes are exempt and all others are non-exempt.

#### **SECTION 7.05 NON-EXEMPT (OVERTIME-ELIGIBLE) EMPLOYEES**

Except for bona-fide emergencies preventing the employee from leaving work at the end of workday/shift, all overtime worked must be authorized in advance of the employee working over-time by the department head or the employee's supervisor. An employee who works overtime without prior approval may be subject to disciplinary action.

All overtime hours worked must be recorded on the employee's time record. Overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked

over forty (40) hours during a workweek. (In excess of 80 hours in a two week pay period for licensed law enforcement officers and Jailer/Dispatcher employees.) Sick leave, Earned Sick and Safety Time, Parenting Leave, and Bereavement Leave do not count toward “hours worked.” Additionally, employees shall not accrue/earn compensatory-time or over-time pay during any week they use vacation leave, except during board declared emergencies.

Over-time compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid time off at the rate of one-and-one-half hours off for each hour of overtime worked. The decision to pay overtime or to grant compensatory time off is not appealable under the County’s grievance procedure.

Compensatory time off hours may be “banked” to the employee’s credit at the rate of time and one-half hours for each hour of overtime worked. Employees must reduce their accrued compensatory hours to forty (40) hours prior to the end of the last pay period of the calendar year.

In the event an employee is compensated in the form of compensatory time off, the employee must notify their supervisor or the department head at least five (5) calendar days in advance of the time when the employee wishes to take compensatory time off. If the supervisor or department head denies the requested time off, an employee may request and will receive such compensatory time in cash payment in the next payroll period. All compensatory time will be accounted for on the employee’s time record, both when it is earned and when it is used. All compensatory time accrued will be paid at the hourly pay rate the employee is earning at the time of it is paid out.

#### **SECTION 7.06 EXEMPT (NON-OVERTIME ELIGIBLE) EMPLOYEES**

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. The normal work period for exempt employees normally consists of eighty (80) hours in a two (2) week payroll period. Employees are responsible for managing and accounting for their work and may be required to regularly work in excess of their normal workday and/or the eighty (80) hour payroll period.

Except for Public Health Nurses, exempt employees are not eligible to receive overtime pay except under the following circumstances. Nurse positions are eligible for additional compensation, or compensatory time-off, at straight-time, for working more than 80 hours in a pay period.

Additionally, upon the Board of Commissioners’ declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor’s written pre- authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee’s equivalent hourly rate based on a 2080-hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two-week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee. For example, natural disaster, pandemic, or another emergency condition. Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis and receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

Exempt employees may flex their work hours during a pay period. Additionally, when circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.

#### **SECTION 7.07 LEAVE REPORTING FOR EXEMPT EMPLOYEES**

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities, including evening meetings and/or on-call hours. It is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement.

Houston County will only make deductions from the biweekly salary of an exempt employee in the following situations:

- To offset compensation received for military pay, except as may be required by law.
- The employee is absent for 1 or more days during a work week and the employee has exhausted all his/her paid leave accruals).
- The very first workweek or the very last workweek of employment with the County in which the employee does not work a full week. In this case, the County will prorate the employee's salary based on the time worked.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA.
- The employee takes unpaid leave under the County's voluntary furlough policy.

#### **SECTION 7.08 JURY AND WITNESS PAY**

When an Employee performs jury duty, is subpoenaed as a witness in court, or voluntarily serves as a witness in a case, the Employee is entitled to compensation from the County equal to the difference between their normal rate of pay and the amount received as a juror or witness. While on such leave, an Employee will continue to accrue the benefits to which they are regularly entitled. When not impaneled for actual service and only on call, the Employee shall report to work. Whenever practicable, the Employee shall notify the Employer at least fourteen (14) days prior to the Employee's scheduled jury duty.

An Employee who is subpoenaed as a witness, or otherwise is called to testify in Court, in the scope of employment will be compensated his/her regular wage or salary.

Temporary employees are not eligible for jury or witness duty benefits established under this policy.

#### **SECTION 7.09 COMMISSIONER PER DIEMS**

Per diems shall be paid to commissioners attending a meeting listed on the current year's annual list of committee assignments which is adopted at the first meeting in January of each year, or as may be amended during the calendar year.

Per diems will not be paid for attendance at primarily social events. Per diems will not be paid for meetings and events attended at the sole discretion of a commissioner. Commissioners will not be paid a per diem for attending the regularly scheduled Tuesday County Board meetings, nor shall they be paid a per diem for any in-county committee meetings on any Tuesday that there is a regularly scheduled County Board meeting including regularly scheduled Board Work sessions. If a commissioner attends a committee meeting on a Tuesday when there is not a regularly scheduled County Board meeting, a per diem will be allowed (i.e. the fifth Tuesday of each month). However, a commissioner attending an out-of-county meeting on a Tuesday is eligible for the \$65.00 out-of-county per diem.

The claim for a per diem payment must have documentation of the activity and any related receipts. A commissioner's report on the activities to the County Board or Board minutes serve as the documentation.

County Commissioner Per Diem rates are as follows:

In county meeting	\$ 40.00 per meeting
Out of county meeting	\$ 65.00 per meeting
Planning Commission meeting	\$100.00 per meeting
Planning Commission site visit	\$ 50.00 per visit

\*Only one per diem per day shall be allowed per Commissioner.

## **ARTICLE 8. TRAVEL REIMBURSEMENT**

### **SECTION 8.01 SCOPE**

Expense reimbursement for travel expenses may be authorized in addition to compensation referenced in Article 6, above. County employees and County elected officials, while in the performance of their responsibilities may be authorized to attend conferences, conventions, and workshops or to conduct other County business. (Hereinafter, "Authorized Representatives") Travel needs and costs must be anticipated and budgeted for in advance of the travel.

Employees should use a County vehicle when available. Employees attending the same function are encouraged to share transportation.

### **SECTION 8.02 IN-COUNTY TRAVEL**

Authorized representatives shall receive reimbursement only for mileage and/or registration fees while performing work within the County. Notwithstanding, registration fees, which

include meals, shall be paid when the representative has been authorized to attend the meeting.

### **SECTION 8.03 OUT OF COUNTY TRAVEL**

The County will reimburse the authorized representative for registrations, meals, transportation including parking, and lodging costs. The County will pay the actual meal costs up to following amounts when business is conducted outside the County:

BREAKFAST	\$ 13.00
LUNCH	\$ 15.00
DINNER	\$ 20.00

To be eligible for breakfast cost reimbursement, the authorized person must need to leave their home prior to 6:00 A.M. To be eligible for dinner costs, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meal reimbursements.

When an authorized person is eligible to receive reimbursement for all three meals, the County shall pay the actual cost of receipted meal expenses, when business is conducted outside of the County, not to exceed a total of forty-eight dollars (\$48.00) per day. **No reimbursement will be made for alcoholic beverages.**

The County will not reimburse employees for meals connected with training or meetings in which a meal is provided by the sponsoring organization as part of the event.

The County shall pay the actual cost of lodging when the authorized person is required to stay overnight and away from home in the performance of his or her duties for the County and is within the department's annual budget. The determination to stay overnight shall be based on a reasonable amount of travel time to reach the employees meeting.

Employees shall use the most cost-effective means of transportation when traveling. The value of the employee's time shall be the determining factor in the decision. Receipts must be submitted for the reimbursement of all travel expenses and approved by the appropriate person(s) before being paid.

Authorized representatives are encouraged to use County vehicles for County business travel when a County vehicle is available. Should no County vehicle be available for County business travel, the County will reimburse the representative the GSA rate.

**\*For 2024**, the GSA rate is \$0.67/mile. Should a County vehicle be available and the representative choose to use their personal vehicle instead, the County will reimburse the representative \$0.21/per mile.

### **SECTION 8.04 OUT OF STATE TRAVEL**



The Houston County Board of Commissioners have determined that representatives of the County shall be authorized to participate in the meetings and activities of their respective State Association by membership and attendance at meetings or training sessions, provided that such membership, meetings and/or trainings are job-related and serve a County public purpose. Money may be appropriated from the County Revenue Fund to defray expenses of such officials in connection with such expenses to be paid upon presentation and allowance of properly itemized claims in an amount not to exceed county policy or statutory limitations.

This policy applies to out of state travel necessary for job-related meetings and/or training for all Houston County employees, including elected officials as required by [Minn. Stat. §471.661](#).

#### **8.04.1 Definition**

Out-of-state travel, for the purpose of this policy, is defined as any travel that exceeds 500 miles in length (one way) and/or requires air transportation.

#### **8.04.2 Out of State Travel Approval and Procedure**

Out-of-state travel may be appropriate when the travel is to obtain ongoing education and training, receive updated information and technical expertise, or to attend an event related to County business, which serves a public purpose, and is directly related to the betterment of the County. The County Board shall determine when out-of-state travel is appropriate and in the interest of Houston County.

Pursuant to [Minn. Stat. §471.661](#), County out-of-state travel policy for elected officials, including County Commissioners, is permitted within the budgetary allowance for “travel” as stipulated in the approved annual budget and the County Board approves such travel at a regular, special, or emergency County Board meeting prior to the travel date.

Out-of-state travel for all other employees is permitted provided there are adequate budgetary funds within the departmental budget and the County Board and/or employee’s Department Head determines that out-of-state travel is appropriate and in the interest of the position they hold as well as in the interest of Houston County.

The budgetary allowance for “travel” by definition for this policy includes mileage, and/or transportation expenses, lodging, food, parking, and registration fees.

#### **8.04.3 Airline Travel Credit**

Whenever public funds are used to pay for airline travel by an elected official or public employee, [Minn. Stat. §15.435](#), requires that any credits or other benefits issued by any airline must accrue to the benefit of the public body providing the funding. In the event the issuing airline will not honor a transfer or assignment of any credit or benefit, the individual passenger shall report receipt of the credit or benefit to the public body issuing the initial payment within 90 days of receipt.

## **Article 9. EMPLOYEE EDUCATION AND TRAINING**

### **SECTION 9.01 JOB-RELATED TRAINING, MEETINGS, AND CONFERENCES**

The County supports staff development as an essential function of providing cost effective, quality services to its residents. The purpose of staff development is to ensure employees maintain current knowledge and skills necessary for effective job performance. The subject matter of the training session, meeting, or conference must directly relate and be relevant to the employee's work responsibilities. The supervisor and the department head are responsible for determining whether the training or conference is job-related.

Requests for participation in a training session, meeting, or conference must be submitted in writing to the employee's supervisor. Advance supervisor approval is required to ensure adequate department coverage.

### **SECTION 9.02 COMPENSATION FOR TRAVEL AND TRAINING**

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

\*Travel and other related training expenses will be reimbursed pursuant to Article 8, Travel Reimbursement.10

### **SECTION 9.03 MEMBERSHIPS AND DUES**

The purpose of professional memberships must be directly related to the betterment of the services of the County. Normally, one County membership per agency, as determined by the department head, provided department funds are available.

## **ARTICLE 10. BENEFITS**

### **SECTION 10.01 HEALTH INSURANCE**

As part of the County's total compensation package, the County makes a competitive monthly contribution toward group health and life insurance benefits. As such, the County maintains a health insurance program subject to the limitations and conditions established by the County and the insurance provider. See the current year's summary plan description [2024 Medica Benefits Overview](#).

Qualified employees may elect to enroll for individual (single) or dependent (family) coverage as set forth below:

Effective January 1, 2024, the single coverage contribution by the County for the \$4,000 CDHP shall be 95% of the single premium for the plan. Effective January 1, 2024, the County contribution rate for dependent/family coverage for employees choosing the \$8,000 CDHP shall be 85% of the plan premium. Premium rates are adjusted each calendar year.

Additionally, for calendar year 2024, qualified employees electing the \$4,000/\$8,000 CDHP shall receive County contributions in the amount of fifty percent (50%) of the deductible into a VEBA or HSA Health Care savings account. Such contributions shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

*\*Actual dollar County contributions towards premiums and employees' HSA/VEBA amounts may be adjusted annually.*

#### **10.01.1 Health Insurance Eligibility**

Employees may participate in the group health and life insurance programs, described in this Article if they are regularly scheduled to work at least 1040 hours in a twelve consecutive month period. Part-time employees electing County health insurance will receive prorated employer contributions toward premiums and HSA/VEBA contributions based on their full-time equivalency.

#### **10.01.2 Effective Date of Coverage**

Health insurance coverage shall be effective the first day of the month following thirty days of employment with the County.

#### **10.01.3 Former Employees Eligibility for Health Insurance**

Health insurance coverage will continue through the end of the month in which an employee resigns for employees enrolled in the County health benefits plan. A former employee who was enrolled under the County's group health plan on the day before leaving work is eligible to continue coverage. It does not matter how long the employee worked for the County. Employees can leave their job for any reason except for gross misconduct and maintain eligibility. Under both federal and Minnesota State law, a former employee can continue coverage for up to 18 months or until he/she becomes covered under another group health plan, whichever occurs first.

The former employee is responsible for 100% of the premium and is not eligible for the County's HSA/VEBA contribution.

### **SECTION 10.02 LIFE INSURANCE**

At no cost to the employee, the County provides a \$10,000 death benefit, term life insurance policy subject to the limitations; benefits and conditions set forth in the contract between the County and the insurance carrier. Additionally, the County also provides employees access to employee purchased life insurance coverage through a company approved by the County.

### **SECTION 10.03 RETIREMENT/PERA**

The County participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. For further information about PERA eligibility and contribution requirements see <https://mnpera.org/>.

## **Article 11. HOLIDAYS**

### **SECTION 11.01 OBSERVED HOLIDAYS**

The County observes the following official state holidays for all regular full-time and part-time employees:

The following days shall be observed as paid holidays for full-time employees:

New Year's Day	(January 1st)
Martin Luther King Jr. Day	(Third Monday in January)
Presidents' Day -	(Third Monday in February)
Spring Holiday	(Friday before Easter)
Memorial Day	(Last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Veteran's Day -	(November 11th)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(Fourth Friday in November)
Christmas Eve	(December 24)
Christmas Day	(December 25)

If New Year's Day, Independence Day, Veteran's Day, or Christmas falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. In the event Christmas Eve falls on a Friday it shall be observed the previous Thursday; should it fall on a Saturday or Sunday the holiday shall be observed the preceding Friday.

To be eligible for holiday pay, employees must have worked their last scheduled workday before the holiday and their first scheduled workday following the holiday, unless the absence is approved by the employee's department head.

Holidays which occur during an employee's scheduled vacation shall be considered a paid holiday and the employee shall not be charged for vacation on that day.

### **SECTION 11.02 WORK ON A HOLIDAY**

Full-time probationary and regular status employees will receive pay for official holidays at their normal straight time pay rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Part-time probationary and regular status employees will receive prorated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the County is not eligible for holiday pay.

Employees shall be paid a full day's compensation, based on their full-time equivalency, at their base rate of pay for each holiday listed in this article. Additionally, non-exempt employees required to work on a holiday specified in this Article shall receive premium compensation in the form of compensatory time or paid as wages at the rate of one and one half (1 & 1/2) times the

employee's base pay for all hours worked.

Exempt employees required to work on a holiday specified in this Article are not entitled to this premium compensation except as provided in Section 7.08 regarding Board declared disaster/emergency and overtime. Exempt employees may flex their holiday when they are required to work on a holiday. When circumstances exist that make it impossible to flex their hours during the same pay period, exempt employees may flex their time during the next immediate pay period.

## **ARTICLE 12. LEAVES OF ABSENCE**

### **SECTION 12.01 POLICY STATEMENT**

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act may apply during a workers' compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis. The County will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

### **SECTION 12.02 VACATION LEAVE**

The County believes that vacation is important to the health and well-being of our employees and for a productive work environment. As such, provides paid vacation for eligible full-time and part-time employees.

#### **12 .02.1 Eligibility and Accrual Rates**

Full-time and part-time non-union employees shall accrue based on years of continuous service with the Employer in accordance with the following schedule: (part-time employees service shall be prorated based on their FTE.)

0 through 1 year	3.08 hours per pay period = 10 Days
After 1 through 5 years	3.70 hours per pay period = 12 Days
After 5 through 10 years	4.31 hours per pay period = 14 Days
After 10 through 15 years	4.93 hours per pay period = 16 Days
After 15 through 20 years	5.54 hours per pay period = 18 Days
After 20 through 25 years	6.16 hours per pay period = 20 Days
After 25 years	6.76 hours per pay period = 22 Days

- For determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the County (including authorized unpaid leave of 30 days or less).
- Vacation time cannot be granted prior to its accrual.
- Vacation leave will stop accruing as of the effective date of termination.
- Part-time employees regularly scheduled to work at least 20 hours per week will accrue vacation leave on a pro-rated basis of the full-time employee schedule.

- Part-time employees regularly scheduled to work fewer than 20 hours per week will not earn or accrue vacation leave.
- Temporary and seasonal employees do not earn or accrue vacation leave.
- Changes in accrual rates shall be made effective at the beginning of the next payroll period following the completion of the specified service requirement.
- Employees who began employment at an accrual rate higher than the vacation accrual rate listed under the 0-1 year of service rate, shall advance vacation accrual rates based on years of service at each above listed rate.
- Employees who are rehired after terminating County employment will not receive credit for their prior service unless specifically negotiated and approved by the Board of Commissioners at the time of rehire and in compliance with applicable labor agreements.
- Except as otherwise provided in this policy, leave will not be earned during an unpaid leave of absence.
- Two (2) years earned vacation accruals may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year but shall reduce those hours to two years accumulation by the end of the last payroll period within the calendar year or forfeit the excess accruals.

#### **12.02.2 Vacation Use**

Vacation Leave shall be subject to the service obligations of the employee's department. However, reasonable efforts shall be made by the employee's supervisor to grant employees vacation leave request.

- Vacation leave cannot be taken in advance of earning vacation accruals. Non-exempt employees shall take all vacation time in minimum of one quarter (1/4) hour increments.
- Exempt employees shall take vacation time in minimum of two (2) hour increments.
- Department heads are required to account for their vacation usage and report such usage to the Personnel Office for any given pay period. Employees on Vacation Leave status shall be charged only for the number of hours that they would have been scheduled to work during the period of absence.
- Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.
- The hourly rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the workday immediately preceding the employee's vacation period.
- Employees are not eligible to receive vacation pay for the same period they are on sick- leave or are in any other pay status for the purpose of receiving double pay.
- Employee vacation accruals earned while on paid leave may be utilized by the Employee with the approval of the supervisor without first returning to work.
- Should an Employee become ill or disabled while on vacation, vacation leave may be changed to sick leave, effective the date of the illness or disability, upon approval of the Employee's supervisor and with written notice to the Personnel Office.

- Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee except pursuant to Section 12.02.6, Vacation Donation, below.

### **12.02.3 Probationary Employees Earnings and Use**

Probationary employees shall accumulate vacation during their probationary/trial work period but are not eligible to use vacation until the completion of the **six (6) months** trial work period. Employees with a one (1) year trial probationary period are allowed to take accrued vacation after their six (6) months of employment. This section does not apply to employees who are reassigned or promoted to a different position and starting a new trial work period so long as the employee has completed 6 months or more service in their previous position with the County.

### **12.02.4 Separation - Vacation Payout**

Except as set forth in the following paragraph regarding probationary employees, eligible employees will be paid accrued, unused vacation, earned through the last date of active employment, subject to applicable carryforward caps as noted in 12 .02.1 above, and applicable taxes withheld, following separation from employment. The rate of pay will be the employee's base rate of pay on the employee's last day of employment.

Employees who are terminated during their six (6) month probationary/trial work period or the first six (6) months of a one (1) year trial work period are not eligible to be compensated for accumulated vacation earned during their first six (6) months of employment.

## **SECTION 12.03 SICK LEAVE**

### **12.03.1 Eligibility and Accrual**

Employees are to use paid leave only when they are unable to work for medical reasons and under the conditions explained below. Except as may be provided in this policy, sick leave does not accrue during an unpaid leave of absence.

- Full-time employees shall be accredited with 3.7 hours of sick leave for each pay period worked to a maximum accumulation of nine hundred sixty (960) hours.
- Sick leave cannot be granted prior to its accrual.
- Part-time employees regularly scheduled to work at least 20 hours per week will accrue sick leave on a pro-rated basis.
- Sick leave may be used only for days when the employee would otherwise have been at work.
- Non- Exempt employees shall take sick-leave in one quarter (1/4) hour increments. Exempt Employees shall take sick-leave in one (1) hour increments.
- Generally sick leave will not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the department head in consultation with the County Human Resources Director.
- Part-time, temporary, and seasonal employees regularly scheduled to work fewer than 20 hours per week are not eligible to earn or accrue sick leave pursuant to this section (10.02). Notwithstanding, non-eligible employees may be eligible for Earned Sick and Safety Time pursuant to [Minn. Stat. §181.9446](#). See 12.04 Earned Sick and Safe Time below.

### **12.03.2 Sick leave Use**

- For medical, dental or other care provider appointments.
- When an employee is unable to perform work duties due to illness, injury, or other medical condition including pregnancy, which prevents the Employee from performing job duties and responsibilities.
- When an employee has been exposed to a contagious disease of such a nature that their presence at the workplace could endanger the health of others.
- For medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.
- Eligible employees may use sick leave for absences due to an illness of or injury to the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Additionally, an employee may use sick-leave as set forth in this article for absences due to the illness or injury of an employee's stepchild, step-grandparent, daughter-in-law, son-in-law or other person living as a bona-fide, contributing member of the employee's household who is considered part of the family unit and not a tenant, renter, or boarder.

### **12.03.3 Employee Notice/Request**

To be eligible for sick leave pay, an employee is expected to:

- Communicate with their supervisor in advance of scheduled medical care.
- Communicate with their supervisor, as soon as possible after the scheduled start of the workday, for each day absent.
- Keep their immediate supervisor or the Personnel Office informed of the status and potential duration of the illness/injury or the condition of the ill family member.

### **12.03.4 Employer Verification**

The County reserves the right to request medical verification from the employee in the event of an absence of three (3) days or more or in the case of repeated or systematic absence of an employee. In the case of an extended illness or injury the County may require, medical verification of the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The County has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The County will arrange and pay for an appropriate medical evaluation when it is required by the County.



### **12.03.5 False Claim**

Any employee who makes a false claim for sick leave is subject to discipline up to and including termination.

### **12.03.6 Vacation Donation Program**

Employees who are unable to work due to a serious illness or injury of themselves or an immediate family member and have exhausted all their sick leave, comp-time and have 3 or less days of vacation leave are eligible to request donation of vacation hours from other employees. Qualifying employees individual leave accruals and comp-time banks will be tolled prior to tolling donated vacation hours. The donated hours shall be paid at the receiving donee employee's hourly rate of pay.

The Human Resource Director will determine if the request meets the criteria of this policy. Employees may donate up to forty (40) hours of their vacation accrual per calendar year. Upon return to work, all donated leave shall be used prior to the donee employee utilizing any subsequently accrued sick leave. In the event of the donee's separation from employment, unused donated hours shall have no cash value to the donee. In the event donated hours cannot be used by a recipient employee, donated hours will be returned to the donor employee's accrual balance in reverse order of when the vacation hours were donated.

Vacation Donation/Transfer forms are available upon request from the Personnel Office.

## **SECTION 12.04 EARNED SICK AND SAFE TIME**

Effective January 1, 2024, all eligible employees, as defined in [Minn. Stat. 181.9445, Subd. 5](#), are entitled to Earned Sick and Safe Time (ESST). ESST is paid time off earned at one hour for every 30 hours worked by an employee, up to a maximum of 48 hours of Sick and Safe Time per calendar year. ESST leave applies to all eligible employees, including temporary and part-time employees, performing at least 80 hours of work in a calendar year for the County.

Except as set forth herein, Minnesota statutory Earned Sick and Safe Time does not preempt Houston County's paid sick leave as set forth in both County collectively bargained labor agreements and the County Personnel Policies. ESST accrues concurrent with any other sick leave provisions an employee may be entitled to and does not accrue in addition to or on top of other sick leave. Accrued and unused sick leave hours, whether considered ESST or other sick leave, shall carry over and be paid out in accordance with applicable terms of the employee's Labor Agreement and this Personnel Policy. As such, probationary, temporary, seasonal, and casual employees are not entitled to a payout of ESST or other accrued sick leave upon termination of employment. Employees will be paid their normal base rate of pay for Earned Sick and Safe Time.

Notice for requesting ESST shall be the same as that for requesting non-ESST sick leave. Therefore, notice for requesting ESST shall be provided orally or in writing to the employee's supervisor or the supervisor's designee as soon as is practicable to do so. When circumstances allow, the County requires advance notice for foreseeable need for Sick and Safe Time usage.

ESST shall be used consistent with [Minn. Stat. §181.9445](#), [Minn. Stat. §181.9446](#), [Minn. Stat. §181.9447](#), and [Minn. Stat. §181.9448](#) and may be used for:

- an employee's mental or physical illness, treatment or preventive care;

- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Employees are eligible for carryover all accrued but unused Earned Sick and Safe Time into the following year. When there is a separation from employment with the County and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Time that had not been used will be reinstated at the commencement of reemployment.

### **SECTION 12.05 OTHER UNPAID LEAVE**

Full-time employees may request an unpaid leave of absence for reasons which would require the employee's absence from work not to exceed sixty (60) days. Requested unpaid leaves of absence may be granted by the employer only when the absence of the employee would not affect the services provided by the employer, is recommended by the employee's supervisor, and is approved by the County Board of Commissioners.

Employees on approved leave of absence without pay in excess of thirty (30) days will not receive benefits nor accrue seniority during their absence. The effective date for discontinuing wages, benefits, and seniority shall be the day the leave of absence without pay begins. Anniversary dates will not be adjusted when an approved absence without pay is thirty (30) calendar days or less. The County shall continue paying group insurance premiums for those employees who are eligible.

### **SECTION 12.06 BEREAVEMENT LEAVE**

#### **12.06.1 Eligibility**

Full-time Employees may request the use of up to a maximum of three (3) consecutive scheduled workdays, with pay, for bereavement in the event of the loss of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, step-mother, father, step-father, grandparents, step-grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, aunt, uncle, brother, sister, or grandparents of the employee's spouse.

Part-time employees shall earn pro-rata bereavement leave benefits based on their full-time equivalency (FTE).

Employees shall not accrue/earn compensatory-time or over-time hours during any week they use Bereavement Leave except pursuant to board declared emergencies which require the employee to work.

### **12.06.2 Employee Death**

When the death of an employee or elected official occurs, the County facilities shall remain open pursuant to the published calendar. The deceased employee's department will also remain open, if possible, at the discretion of the department head. Employees of that department only will be allowed up to 4 hours off with pay to attend the funeral or memorial service. Other employees who wish to attend the funeral or memorial of a current employee from another department, must take vacation, comp time or flex time, at the discretion of their department head.

## **SECTION 12.07 MILITARY LEAVE**

### **12.07.1 Employees Called to Service**

State and federal laws provide protection and benefits to County employees who are called to military service, whether in the reserves or on active duty. In accordance with [Minn. Stat. §192.261, Subd. 1](#), and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years, plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Employees requesting such leave shall notify their immediate supervisor as soon as possible of the need for such leave. Such notice should occur within three (3) calendar days of the employee's knowledge of the need for such leave. At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave. Any vacation leave used must have been accrued prior to the start of the military leave.

Eligible employees are entitled to a leave of absence not exceeding a total of 15 workdays in any calendar year leave without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service. County compensation is in addition to the military pay for these 15 days.

Employees on extended unpaid military leave will receive fifteen days paid leave of absence in each calendar year, for a period not to exceed five years. Where possible, notice is to be provided to the County at least ten working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the County.

If an employee has not yet used his/her fifteen days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen days will follow the same procedures as for any employee on an unpaid leave of absence.

### **12.07.2 Military Leave for Family Members**

The County will not discharge from employment or take adverse employment action against an employee because an immediate family member is in the military forces of the United States or Minnesota. Nor will the County discharge from employment or take adverse employment action against an employee because they attend departure or homecoming ceremonies for deploying or returning personnel, family training or readiness events or events held as part of official military reintegration programs. Employees may elect to substitute paid vacation leave or compensatory time.

Unless the leave would unduly disrupt the operations of the County, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, of a minimum of one day's duration for each send off and homecoming event in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member. Nothing in this provision prevents the County from granting more than one day per event to allow for travel. See [Minn. Stat. §181.48, Subd. 2.](#)

### **12.07.3 Military Leave for Family Member Injured or Killed in Active Service**

Employees will be granted up to ten working days of unpaid leave whose immediate family member (defined as a person's parent, child, grandparents, siblings or spouse) is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave. See [Minn. Stat. §181.947](#) and [Minn. Stat. §181.948](#)

### **12.07.4 Civil Air Patrol**

The County will grant employees an unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the State or any of its political subdivisions, unless the absence would unduly disrupt the operations of the County. Employees may choose to use vacation leave or compensatory time while on Civil Air Patrol Leave but are not required to do so. See [Minn. Stat. §181.946](#)

## **SECTION 12.08 COURT APPEARANCES/ VICTIM AND WITNESS LEAVE**

In compliance with [Minn. Stat. §611A.036](#), the County allows a victim of a crime or witness who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, reasonable time off from work to attend criminal proceedings related to the victim's case.

Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) may have reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the County of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The County may request verification that supports the employee's reason for being absent from

the workplace. [See also: Sick and Safety Time Off the Sick Leave Policy for additional information on leave benefits available to employees and certain members of the employee's family.]

#### **SECTION 12.09 JOB RELATED INJURY OR ILLNESS**

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify their supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and arrange for a medical appointment.

Workers' Compensation benefits and procedures for return to work will be applied according to applicable Minnesota and federal laws. The injured employee's supervisor or person other than the injured employee, should complete a First Report of Injury form as soon as is practicable to do so and deliver it the Personnel Office. [First Report of Injury form](#).

#### **SECTION 12.10 PREGNANCY AND PARENTING LEAVE**

Employees who work twenty hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacitation due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employees should provide reasonable notice, which is at least thirty (30) days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees may use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently.

Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying).

For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence. See [Minn. Stat. §181.940](#) & [Minn. Stat. §181.941](#).

#### **SECTION 12.11 SCHOOL CONFERENCE LEAVE**

An employee who has worked half-time or more for more may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related



to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the County. Employees may choose to use vacation leave hours for this absence but are not required to do so. See [Minn. Stat. §181.940](#) and [Minn. Stat. §181.9412](#).

#### **SECTION 12.12 BONE MARROW/ORGAN DONATION LEAVE**

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the County, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The County requires a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited. See [Minn. Stat. §181.945](#) and [Minn. Stat. §181.9456](#).

#### **SECTION 12.13 DONATING BLOOD**

Employees will be allowed time off work with pay without having to use their vacation or sick leave accruals for donating blood at the blood mobile when it is in Caledonia, Minnesota. Employees must seek supervisory approval which shall only be withheld when there is inadequate staffing to cover department functions.

#### **SECTION 12.14 ELECTIONS/VOTING**

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the County at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The County may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday. The County reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite. See [Minn. Stat. §204B.195](#).

Employees who are eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid work coverage issues. See [Minn. Stat. §204C.04](#).

#### **SECTION 12.15 UNPAID LEAVE/VOLUNTARY FURLOUGH**

To reduce the tax burden on tax payers, Houston County has a voluntary furlough program that provides employees an option of taking a leave without pay. Upon written request of the employee to his or her supervisor an employee shall be granted up to forty (40) hours of leave without pay per calendar year with no loss of benefits. Such a request shall be granted but will be scheduled by mutual agreement of the employee and the supervisor in increments of one (1) hour or more. All employees are highly encouraged to consider participating in this program. Department Heads shall approve requests pursuant to this Program only when it does not compromise public safety and/or their departments' effective delivery of mandated services or the hours of operation of any County office.

Employee participation in this program shall not negatively impact the of the employee's benefits eligibility, leave accruals or other leave provisions as set forth in the Houston County policies or collective bargaining agreements.

#### **SECTION 12.16 FAMILY AND MEDICAL LEAVE ACT**

The Family and Medical Leave Act (FMLA) ([29 CFR Part 825](#)) provides eligible employees, who have worked for the County for at least 12 months; and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave, with up to 12 work-weeks of unpaid, job-protected leave a year. County health benefits will be maintained during this leave as if the employees continued to work instead of taking FMLA leave.

FMLA leave applies to the following:

- the birth of a son or daughter of the employee and the care of such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.

Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute vacation leave and/or sick leave, consistent with current laws and County policies, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

Parental leave, pursuant to the Minnesota State Parental Leave Act, tolls concurrently with FMLA leave if the employee has remaining FMLA leave time until of FMLA leave is exhausted.

#### **SECTION 12.17 MODIFIED DUTY ASSIGNMENT**

This policy establishes guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the County Human Resources Director in consultation with and the approval of the department head on a case-by-case basis when supported by appropriate medical documentation. This policy does not guarantee assignment to light duty and in all cases will be based on the business needs of the County.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they must notify the Personnel Office in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the County's job description along with a written request for light duty. The County may require a medical exam conducted by a physician selected by the County to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

If the County offers a light duty assignment to an employee who is on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The County will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

#### **SECTION 12.18 REINSTATEMENT AFTER LEAVE**

An employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position. Notwithstanding, if a layoff occurs during the period that the employee is on an approved leave of absence, the employee is subject to the layoff. Employees returning from extended leaves of absence of one (1) month or more shall notify the employer at least two (2) weeks prior to their return from leave of their intent to return. An employee returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. At the discretion of the employer, an employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of that leave of absence.

## **Article 13. DISCIPLINE**

### **SECTION 13.01 POLICY STATEMENT**

Supervisors are responsible for maintaining compliance with County standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for County employees. The objective of this policy is to establish a standard disciplinary process for regular employees of Houston County who have satisfactorily completed their trial work period. County employees may be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable County policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a



remedy through the grievance procedures established in the County's personnel policies. The County Human Resources Director and/or the department head will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

## **SECTION 13.02          PROCESS**

The following sequence of actions is the normal course of progressive discipline; however it is not required to follow each step in sequence, and under certain circumstances it may not be possible to do so. These steps need not be followed in cases of a major violation of work rules. Employees will be provided an opportunity to explain his or her behavior. Any disciplinary action imposed on an employee shall be done in a manner that will not embarrass the employee before other employees or the public.

The County has implemented a progressive discipline which is a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation where progressive discipline is not appropriate. Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

\*Supervisors and department heads should contact the Human Resources Director to determine appropriate data practices and union contract compliance prior to investigating performance concerns.

Progressive discipline measures are:

- Step 1. Oral reprimand
- Step 2. Written reprimand
- Step 3. Suspension without pay
- Step 4. Termination

### **13.02.1 Oral Reprimand**

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. Supervisors have the authority to issue oral reprimands without prior department head approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed. This summary will be placed in the employee's personnel file.

### **13.02.2 Written Reprimand**

A written reprimand is more serious and may follow an oral reprimand when the performance concern is not corrected, or the behavior has not consistently improved in a reasonable period of time.

Written reprimands are issued by the supervisor with prior approval of their department head and in consultation with the Human Resources Director.

A written reprimand will: (1) state happened; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. An employee's signature does not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

#### **13.02.3 Suspension With and Without Pay**

The department head may suspend an employee without pay for disciplinary reasons. The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended with pay pending an investigation of an allegation involving that employee. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file.

#### **13.02.4 Demotion and/or Transfer**

An employee may be demoted or transferred if attempts at resolving an issue have failed and the department head and the Human Resources Director recommend a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The County Board must approve this action.

#### **13.02.5 Termination**

*All proposed terminations must be reviewed with the Personnel Office and/or County Attorney prior to initiating action to terminate and notifying the employee.*

Suspension with pay may be followed with immediate dismissal as deemed appropriate by the County Board, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.

Any employee who is an honorable discharged veteran, prior to dismissal, shall be notified in writing of the intent to discharge him or her and of his or her right to request a hearing.

## **Article 14. GRIEVANCE PROCEDURE**

### **SECTION 14.01 GENERAL PROVISIONS**

Any dispute between an employee and the County relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

**Step 1:** The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within seven (7) working days after the alleged violation or dispute has occurred. It is the responsibility of the supervisor and/or Personnel Office to investigate the grievance, discuss it with the employee, and give an oral answer to the employee within ten (10) working days from the time the grievance was initially presented.

**Step 2:**

A grievance not resolved in Step 1 may be appealed to Step 2. The grievance should be presented to the department head and/or Personnel Office in writing. Included should be:

- The nature of the grievance
- The facts on which the grievance was based
- The policy allegedly violated
- The remedy requested

The Step 2 grievance shall be presented to the department head and/or Personnel Office within seven (7) days from the time of the Step 1 response. The department head and Personnel Office should:

- Investigate the grievance
- Discuss it with the employee
- Give a written answer to the employee within seven (7) days following the meeting with the employee

**Step 3:** A grievance not resolved in Step 2 may be appealed to Step 3. The grievance should be presented in writing to the County Board within seven (7) days from the time of the department head and Personnel Office's response. The grievance should include:

- The nature of the grievance
- The facts on which the grievance is based
- The policy allegedly violated
- The remedy requested

The County Board shall review the grievance and present its decision to the employee in writing within twenty (20) days following the receipt of the appeal to grievance.

If the grievance is not presented in the time period stated above, it is considered waived. The time limits in each step may be extended by mutual agreement of both parties. No employee will be disciplined for filing a grievance, or for giving testimony in a grievance hearing.

**SECTION 14.02 WAIVER**

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof,

it will be considered settled based on the County's last answer. If the County does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the County and the employee without prejudice to either party.

## **ARTICLE 15. SEPARATION FROM SERVICE**

### **SECTION 15.01 RESIGNATION**

To resign in good standing, an employee must give his/her supervisor written notice at least fourteen (14) days prior to the effective date of his/her termination. Department heads and supervisors are required to provide at least thirty (30) day notice prior to the effective date of his or her resignation to resign in good standing.

Unauthorized absences from work for a period of three consecutive workdays may be considered as resignation without proper notice. Failure to comply with this procedure may constitute cause to deny the employee any severance payout that may be forthcoming and a bar from future employment with the County.

Written notices of resignation or retirement should be promptly forwarded by the supervisor to both the department head and the Human Resources Director. All letters of resignation will be submitted to the Personnel Office. The Human Resources Director will place the matter on the Board agenda for consideration.

Employees shall not be allowed to use vacation days to extend their termination date.

Unauthorized leave of absence by an employee for three (3) consecutive workdays shall be considered a resignation by the employee.

### **SECTION 15.02 RETIREMENT**

Employees choosing to retire as provided by the provisions of the Public Employees Retirement Association and/or Social Security will be paid for unused accrued vacation and sick leave consistent with Section 16.05 below, and other applicable provisions of these policies.

### **SECTION 15.03 VACATION USAGE**

**NOTICE:** Employees shall not be allowed to use vacation days to extend their effective resignation or retirement date. Notwithstanding, with supervisor approval, employees will be allowed to use up to 80 hours of vacation during the thirty (30) days immediately preceding their last day of employment. However, employees must be on-site and in work status during the last day of their employment to leave employment in good standing.

### **SECTION 15.04 INVOLUNTARY TERMINATION**

An employee of Houston County may be terminated involuntarily for reasons other than lack of work if his or her performance does not meet the expected standards of performance for Houston County employees. Employees may also be involuntarily terminated for breach of work rules or for other

disciplinary reasons as previously stated in these policies. Involuntary terminations are subject to the grievance procedure in Article 14, Grievance Procedure.

#### **SECTION 15.05 LAYOFF AND CALL BACK**

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the County before other employees in those same job classes. Knowledge, skills, ability, and employee performance records are some of the factors that will be considered in making layoff decisions. Seniority will be used as a secondary consideration. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs. Determinations that layoffs are necessary can only be made by the County Board of Commissioners. Employee layoffs and call backs are subject to approval of the County Board.

The County will provide impacted employees at least twenty-one (21) calendar days prior to the effective date of the layoff when practicable to do so. The County will provide the employee with written notice of the layoff, including the reason(s) for the layoff, the estimated length of the layoff period, and layoff options that may be available to employee(s) scheduled to be laid off.

Employees are eligible for recall from layoff for up to twelve (12) months in the reverse order in which they were laid off in their job class. A recalled employee who does not report to work within ten (10) working days after written notice of recall will be considered to have resigned.

#### **SECTION 15.06 SEVERANCE PAY**

Employees who leave the employ of the County in good standing by retirement or resignation will receive pay for 100 percent of unused accrued vacation. Any unused vacation balance, within established accrual limits, shall be paid to the employee on the first paycheck issued following the employee's last day of work.

Non-union supervisory employees who leave in good standing with more than five (5) years of service will receive one-half (1/2) of their unused accumulated hours of sick leave up to a maximum of four hundred and eighty (480) hours, deposited to a MSRS health care savings plan (HCSP) upon retirement/resignation at straight time based on the employee's pay rate at the time of termination of employment.

Non-supervisory non-union employees who leave in good standing with more than five (5) years of service will receive one-half (1/2) of their unused accumulated hours of sick leave up to a maximum of four hundred and eighty (400) hours, deposited to a MSRS health care savings plan (HCSP) upon retirement/resignation at straight time based on the employee's pay rate at the time of termination of employment.

### **ARTICLE 16. RESPECTFUL WORKPLACE POLICY**

It is the County's goal to foster a work environment to be free of harassment, discrimination, and retaliation for all employees. Employees of the County are expected to perform their work professionally, including respecting cultural differences. Pursuant to the Article 17, Respectful Workplace Policy and Article 17, Sexual Harassment/Discrimination Prevention discrimination and including harassment will not be tolerated. Any employee found to have exhibited inappropriate conduct or behavior may be subject to disciplinary action.

The intent of this policy is to provide general guidelines about conduct that is, and is not, appropriate in the workplace and other County-sponsored events.

The County acknowledges this policy cannot predict all situations that might arise and recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **SECTION 16.01 SCOPE**

Maintaining a respectful public service work environment is a shared responsibility. This policy is applicable to all County employees, volunteers, applicants, contractors/vendors, members of commissions and committees, and County Board members both in the workplace and at Houston County-sponsored events.

### **SECTION 16.02 ABUSIVE CUSTOMER BEHAVIOR**

While the County has a strong commitment to customer service, the County does not expect employees to tolerate verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including ending the contact in a professional manner.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911. Employees should leave the area immediately when violence appears imminent unless their duties require them to remain (such as sheriff's deputies). Employees must notify their supervisor about the incident as soon as possible.

### **SECTION 16.03 DISRESPECTFUL BEHAVIORS**

The following behaviors are unacceptable; and therefore, prohibited :

- (a) Violent behavior includes the use of physical force, harassment, bullying or intimidation.
- (b) Discriminatory behavior includes inappropriate remarks or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance. See Article 17, Sexual Harassment/Discrimination Prevention
- (c) Offensive behavior may include actions such as rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior listed above. It is not possible to anticipate in this policy every example of offensive behavior.

- (d) Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. See Article 17, Sexual Harassment/Discrimination Prevention.

#### **SECTION 16.04 EMPLOYEE RESPONSE TO DESRESPECTFUL WORKPLACE BEHAVIOR**

All employees should feel comfortable communicating with their supervisor or department head to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call law enforcement, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should promptly advise a supervisor, the Human Resource Director, or the County Attorney.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event disrespectful behavior involves the employee's supervisor, the employee should contact the Human Resources Director.

**Step 1(a).** If you feel comfortable doing so, professionally and politely request the person to stop the disrespectful/offensive behavior because you feel intimidated, offended, or uncomfortable. If practical, have a witness for this discussion.

**Step 1(b).** If you fear adverse consequences could result from informing the individual of the matter is not resolved by direct contact, go to your supervisor, your department head, or the Human Resources Director. The person you report this to is responsible for documenting the issues and for giving you a status report on the matter. In some situations, such as with a member of the public, it may be preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with that individual.

**Step 1(c).** The County urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Therefore, it is vitally important you promptly notify your supervisor, your department head, or the Human Resources Director. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to their supervisor, department head, or the Human Resources Director.

**Step 2.** If, after a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to directly to the Human Resources Director or the County Attorney.

## **SECTION 16.05 SUPERVISOR/DEPARTMENT HEAD RESPONSE TO ALLEGATIONS**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to the Human Resources Director, who will determine whether an investigation is warranted. A supervisor/Department Head must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

**Step 1(a).** If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor/Department Head may choose to handle the matter informally. The supervisor/Department Head may conduct a coaching session with the offender, explaining the impact of his/her actions and requesting the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful. When in doubt Supervisors/Department Heads should consult the Human Resources Director.

**Step 1(b).** Supervisors/Department Heads, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the County cannot promise complete confidentiality, due to the need to investigate the issue properly. However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

**Step 2.** If a formal investigation is warranted, the Supervisor/Department Head must notify the Human Resources Director about the allegations (assuming the allegations do not involve the Human Resources Director). For more information about what to do when allegations involve the Human Resources Director or a Board of Commissioners member, see "Special Reporting Requirements" below.

The individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be timely, impartial, and thorough. Employees covered by labor union agreements being interviewed may have a union representative present during the interview. Non-represented employees may have a person of their choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

**Step 3.** In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to



answer questions and respond to the allegations. The County will follow any other applicable policies or laws in the investigatory process.

**Step 4.** After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether disciplinary action will be taken.

**Step 5.** The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

**Step 6.** The County will take reasonable and timely action, depending on the circumstances of the situation.

The County is not voluntarily engaging in a dispute resolution process within the meaning of [Minn. Stat. § 363A.28, subd. 3\(b\)](#), by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

#### **SECTION 16.06 SPECIAL REPORTING REQUIREMENTS**

When the Supervisor or Department Head is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the Human Resources Director who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the Human Resources Director is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the County Attorney who will determine how to proceed in addressing the complaint as well as refer the matter to the County Board of Commissioners should appropriate discipline be warranted.

If a County Commissioner is perceived to be the cause of a disrespectful workplace behavior incident involving County personnel, the allegations will be reported to the Human Resources Director who will confer with the County Attorney regarding next steps. In cases such as these, it is common for the County Board of Commissioners to authorize an investigation by an external investigation consultant with expertise in public employee investigations. The independent investigator will report his/her findings to the County Board. The County Board will take reasonable and timely action, depending on the circumstances of the situation.

Pending completion of the investigation, the Human Resources Director may at his/her discretion recommend appropriate action to protect the alleged victim, other employees, or citizens.

If an elected or appointed County official (e.g., County Commissioner or commission member) is the victim of disrespectful workplace behavior, the County Attorney will be consulted as to the appropriate course of action.

### **SECTION 16.07 CONFIDENTIALITY**

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

### **SECTION 16.08 RETALIATION**

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Your supervisor's manager
3. Human Resources Director
4. In the event an employee feels retaliation has occurred by the County Human Resources Director, then reporting may be made to the County Attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the County administrator, or if the complaint is against the County administrator to the County attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and County personnel policies, the County may discipline any individual who retaliates against any person who reports alleged violations of this policy. The County may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

## **Article 17. SEXUAL HARASSMENT/DISCRIMINATION PREVENTION**

### **SECTION 17.01 POLICY STATEMENT**

The County of Houston is committed to creating and maintaining a public service workplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, and other related employment laws.

In keeping with this commitment, the County maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment. Discriminatory behavior includes inappropriate remarks about, or conduct related to a legally protected characteristic such as race, color, creed, religion, national origin, sex, gender identity, marital status, status with regards to public assistance, familial status, disability, sexual orientation, or age. See, [Minnesota Human Rights Act](#).

This policy statement is intended to make all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, and elected officials and members of the public aware of the matter of harassment, but specifically sexual harassment, to express the County's strong disapproval of harassment, to advise employees and other persons against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

### **SECTION 17.02 SCOPE**

Maintaining a work environment free from harassment is a shared responsibility.

This policy is applicable to all County employees, volunteers, applicants, contractors/vendors, members of commissions and committees, County Board members, and members of the public both in the workplace and Houston County-sponsored events.

### **SECTION 17.03 DEFINITIONS**

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on [Minn. Stat. §363A.03, Subd. 43](#), is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, making jokes, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other

tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.

- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.
- (e) Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
- (f) when:
- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
  - Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- Sexual harassment includes, but is not limited to, the following:
- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
  - Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
  - Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

#### **SECTION 17.04 EXPECTATIONS**

Employees, elected officials, interns, and volunteers are expected to treat each other and the public with respect and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis. Employees who feel that they have been victims of sexual harassment and/or discrimination, or employees who are aware of such harassment or discrimination should follow the reporting steps set forth in Article 16.05 and 16.06 set forth above.

An employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the Human Resources Director. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the County Attorney.

The County urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management takes these complaints seriously and has the obligation to provide an environment free of sexual harassment. The County is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the Human Resources Director. If the Human Resources Director is the subject of the complaint, then the supervisor is to report the complaint to the County Attorney. A supervisor must act upon such a report even if requested otherwise by the victim. The County will take proportionate corrective action to correct all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. As noted later in this policy, retaliation is strictly prohibited. All allegations will be investigated. Formal investigations will be prompt, impartial, and thorough. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible. Any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment. The County is not voluntarily engaging in a dispute resolution process within the meaning of [Minn. Stat. § 363A.28, subd. 3\(b\)](#) by adopting and enforcing this workplace policy.

The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

### **SECTION 17.05 RETALIATION**

Houston County will not tolerate retaliation or intimidation directed towards anyone who reports employment discrimination, serves as a witness, participates in an investigation, and/or takes any other actions protected under federal or state discrimination laws, including when requesting religious or disability accommodation. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment.

While each situation is very fact dependent, retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Your department head
3. Human Resources Director
4. In the event an employee feels retaliation has occurred by the Human Resources Director or the County Board or Board Member, then reporting may be made to the County Attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the Human Resources Director, or if the complaint is against the Human Resources Director to the County Attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and County personnel policies, the County may discipline any individual who retaliates against any person who reports alleged violations of this policy. The County may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

## **Article 18. SAFETY**

The health and safety of each employee of the County and the prevention of occupational injuries and illnesses are of primary importance to the County. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor. See, [HC Safety and Loss Control Program](#).

### **SECTION 18.01 REPORTING ACCIDENTS and ILLNESSES**

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to their supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms necessary related to an injury or illness on the job.

### **SECTION 18.02 SAFETY EQUIPMENT/PPE**

Where safety equipment is required by federal, State, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

**SECTION 18.03 UNSAFE BEHAVIOR**

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the County's personnel policies or creates a potential health or safety issue for the employee or others.

**Date Adopted: 08/ /2024**

**Revisions:**

# Commissioner Warrants 2024/10/15

Lynn Colsch

Thu 10/10/2024 11:41 AM

To: Houston County BOC <BOC@co.houston.mn.us>;

Cc: Carol Lapham <Carol.Lapham@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

## REQUEST APPROVAL FOR PAYMENT

### 2024/10/15 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ACENTEK	4,531.32
ADVANCED CORRECTIONAL HEALTHCAR	7,743.02
BUREAU OF CRIMINAL APPREHENSION	2,160.00
CALEDONIA OIL CO INC	5,004.00
CALEDONIA/CITY OF	18,552.02
CEDA	7,107.69
DAHL AUTOMOTIVE	4,753.15
ENTERPRISE FM	14,269.04
HOUSTON COUNTY TREASURER	41,958.32
ICON CONSTRUCTORS LLC	114,640.00
INSIGHT PUBLIC SECTOR	16,388.95
JOE WELCH EQUIPMENT	2,000.00
MATHY CONSTRUCTION	3,989.76
MNCCC	12,836.62
NUTRIEN AG SOLUTIONS INC	33,863.56
OFFICE OF MNIT SERVICES	2,677.30
RICHARD'S SANITATION LLC	24,648.72
SEACHANGE PRINT INNOVATIONS	13,881.76
SELCO	55,872.75
STRUCTURES UNLIMITED LLC	34,865.00
VISA	9,034.87
WEX BANK	6,808.40
	437,586.25
54 VENDORS PAID LESS THAN \$2000.00	27,659.01
	465,245.26
PUBLIC HEALTH & HUMAN SERVICES	115,958.96
	581,204.22

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street