ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, July 22, 2025 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the Minutes as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1. Approve the minutes of the Tuesday, July 15, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Pull Item #5.12 (Bridge Bonding) and approve the Consent agenda, as amended.

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

1. Approve and authorize necessary signatures for the 2025-2027 Labor Contract for Itasca County Confidential Employee Association (ICCEA) which represents Human Resources and the Accounting Manager.

2. Approve and authorize necessary signatures for the 2025-2027 ICHHSSA Labor Contract which represents the Health & Human Services Supervisors.
3. Approve the updated Employment/Severance Agreement for the position of County Administrator, which includes changes to benefits to reflect current coverage, salary, and other language.
4. Approve the updated Employment/Severance Agreement for the position of Health and Human Services Director, which includes changes to benefits to reflect current coverage, salary, and other language.
5. Approve the updated Fringe Benefits for the position of County Engineer, which includes changes to benefits to reflect current coverage, salary, and other language.
6. Approve the updated Fringe Benefits for the position of Probation Department Director, which includes changes to benefits to reflect current coverage, salary, and other language.
7. Approve the updated Fringe Benefits for the position of County Surveyor, which includes changes to benefits to reflect current coverage, salary, and other language.
8. Approve the updated Fringe Benefits for the position of Veterans Service Officer, which includes changes to benefits to reflect current coverage, salary, and other language.
9. Approve date change for One Day Liquor License for Forward Health Foundation that was approved by the board on July 1, 2025. The new date for the event is August 14, 2025. The event will be held at Malbay Estate Reception located at 31122 Malbay Rd, Cohasset, MN 55721 located in Unorganized 56-26.
10. Approve new On-Sale, Sunday Sales Liquor Licenses for Blueberry Hills Golf Course, Inc, dba Blueberry Hills Golf Course located at 44510 Golf Course Road, Deer River, MN 56636 for the period of August 1, 2025 to December 31, 2025.
11. Approve Public Health submitting an application for the Opioid Epidemic Response Services grant.

VI. REGULAR AGENDA

1. Citizen Input
   No Citizen Input provided.
2. Employee Recognition
   The following employees were recognized:

   Congratulations to Timothy Francisco who was promoted from Help Desk Technician to IT Data Analyst in the MIS Department, which was effective July 6, 2025.

   Congratulations to Mandy Windorski who was promoted from HR Specialist to HR Director in the Human Resources Department, which was effective July 6, 2025.

   Congratulations to Emilie Rondeau who transferred from Eligibility Specialist to Accounting Technician with the Health and Human Services Department, which was effective July 6, 2025.

   Congratulations to Mary Bodin who transferred from Administrative Support in Veterans Services Office to Social Worker in the Health and Human Services department, which was effective July 13, 2025.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Employee Recognition-Continuous Years of Service
   The following Itasca County employees who moved into a new benchmark recognition category during 2023 for continuous years of service were recognized:

5 continuous years – Tanya Smith, Quinn Hagen, Lynn Cochran, Rebecca Tillma, Amber Silliman, Roberta Hansen, Dylan McBride, Jackson Purdie, Linette Welshinger, Lisa Evens, Justin Derickson, Kathy Derickson, Dustin Nelson, Richard Herrick, Matthew Voight, Brian Hopkins, Jacob Neumayer, Ross Burt, Ryan Johnson, Alissa Riehle.

10 continuous years – Melissa Koski, Holly Buescher, Teresa Anderson, Kim Pluff, Brianna Roberts, Leah Martinetto, Chad Latvala, Jeremy Hanson, Kyle Bonestell, Jacob Lindgren, Tyler Kasper, Scott Smith, John Meyers, Greg Chambers, Andrew Elj, Justin Whirley, Jason Chamberlain, Greg Stolz, Tarryn Steele.

15 continuous years – Cara Scott, Tammi Alm, Wendy Mathews, Rachel Metalak, Tianna Carlson.

20 continuous years – Michelle Johnson, Robert LeClair.

25 continuous years – Stephanie Longmore, Sarah Anderson, Leeha Gustafson, Adam Olson, David Mueller, Jeffrey Braaten.

30 continuous years – Don Warwas, Brenda Simonson.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of July 23, 2025, in the amount of $1,139,948.99.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for July 2025, in the amount of $1,371,735.78.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

6. Special Election Contract with ISD 317

Motion To: Approve the contract between Itasca County and ISD 317 for Election Services and authorize the necessary signatures.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

7. County Based Purchasing (IMCare) Division Update/Presentation.

Health Plan Division Manager Sarah Anderson provided an update on IMCare Audits for 2025.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Pera Police and Fire Police Officer Declaration

Motion To: Adopt the Resolution Re: Public Employees Retirement Association – Police and Fire Police Officer Declaration and authorize necessary signatures.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

9. Reallocation

Motion To: Approve the reallocation of a vacant (effective July 31st) Grade 8 Emergency Communications Specialist position to a Grade 8 Records Deputy II.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

10. Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative Joint Powers Agreement

Motion To: Approve the Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative and authorize necessary signatures.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

11. Notice and Terms of Direct County Fee Owned Land Sale

Motion To: Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Direct County Fee Owned Land Sale.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

12. MN Power- ISA Transmission Project Presentation

Senior Environmental Compliance Specialist Zach Golkowski gave a presentation on MN Power's ISA Transmission Project.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

13. Mississippi Headwaters Board Update

Tim Terrill gave update on Mississippi Headwaters in our region.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update advising that spraying for Spongy Moths in our area is complete.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Community Town meeting at Wabana Town Hall with ICOLA.

Commissioner Johnson reported on attending a Warba City Council meeting, Coleraine Housing Project meeting, Arrowhead Regional Development Commission, and went on a Highway 35 Project tour.

Commissioner Snyder reported on attending a County Extension meeting, two (2) IEDC meetings, Joint Tribal Counsel meeting with LLBO, and a Lease meeting with Mesabi Clinic.

Commissioner Smith reported on attending an Extension meeting and a Blackduck Ambulance meeting.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding the Car Show/Swap Meet at the Itasca County Fairgrounds in Grand Rapids.

Commissioner Snyder provided comment regarding a meeting with the CEO of Bigfork Valley Hospital Re: Bigfork Ambulance Service.

Commissioner Venema provided comment regarding making sure Commissioners have questions ready Re: Library Financials for meeting on Tuesday, July 29, 2025.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:30 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

RESOLUTION 2025-23

RE: Public Employees Retirement Association - Police and Fire Police Office Declaration

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below;

NOW THEREFORE BE IT RESOLVED that the County of Itasca, Itasca County Sheriff's Office hereby declares that the position of Jail Lieutenant, currently held by Garrett Smith, meets all of the following Police and Fire Plan requirements:

1. Said position requires a license by the Minnesota Peace Officer Standards and Training Board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 22, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

RESOLUTION 2025-25

RE: NOTICE AND TERMS OF DIRECT ITASCA COUNTY FEE-OWNED LAND SALE

WHEREAS, the County Board has approved sale of direct county fee-owned lands and said lands have been filed with the County Auditor and duly approved by the County Land Commissioner, and

WHEREAS, the County Board is designated with authority to provide for the sale of such direct county fee-owned lands on terms included in the Notice of Sale, now

NOW THEREFORE BE IT RESOLVED, that the Notice of Direct Itasca County Fee-Owned Land Sale be given by publication in the official newspaper of the County as provided by law, that Itasca County offer such parcels of land for sale in said Notice of Sale and that such sale shall commence at 10:00 A.M. on August 21, 2025, and conclude at 10:00 A.M. September 5, 2025, through Public Surplus website (www.publicsurplus.com).

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 22, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, July 15, 2025 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #5.6 (2025-2027 collective Bargaining Agreement-Itasca County Managers Association), Item #6.7 (Letter of Support for M&N Cannabis), pull Item #6.4 (Joint Powers Agreement-Library Operation Study) and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 8, 2025, County Board Regular Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1. Approve the minutes of the Tuesday, July 8, 2025, Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Add Item #5.6 (2025-2027 Collective Bargaining Agreement-Itasca County Managers Association), and approve the Consent Agenda as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1. Approve the reallocation of one (1) Grade 10 Human Resources Specialist to one (1) Grade 10 Recruiting and Development Specialist position in the Human Resources Department.

2. Approve the updated Employee Recognition Program Policy.
3. Award Contract to Arctic Heating and Cooling LLC and authorize the necessary signatures to execute the contract documents.
4. Approve 2025 lease between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.
5. Approve MOA between Itasca County and Aitkin County for Advanced SSTS Design Review and Inspection
6. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for the Itasca County Managers Association (ICMA).

VI. REGULAR AGENDA

1. Receive Citizen Input
   Bob Preble provided citizen input on the County Administrator position.
2. Approve Commissioner Warrants with a check date of July 16, 2025, in the amount of $499,282.27.
   Motion To: Approve Commissioner Warrants with a check date of July16, 2025, in the amount of $499,282.27.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

3. Informational presentation regarding National Pretrial, Probation, and Parole Supervision week recognized July 20-26, 2025. This week is dedicated to celebrating over 90,000 community corrections professionals across the nation who are dedicated to ensuring our communities are safe. This field of work is often a thankless profession, so it is very appreciated when we are recognized for the work we do.
   Court Services Director, Kevin Glass provided information regarding National Pretrial, Probation, and Parol Supervision week recognized July 20-26, 2025, to celebrate over 90,000 corrections professionals across the nation.
5. Receive an update from CEDA.
   Amanda Lamppa, Lisa Randall, Tracy Hensley, & Jessica Pellinen provided a quarterly update on CEDA projects.
6. Review iEDC past contract performance and consider future action.
   Motion To: Approve continuing business with IEDC on a case-by-case basis contingent on budget, and revisit again in 2026.

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
NAYS:	Terry Snyder

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a tour of Mesabi Metallics.

Commissioner Johnson reported on attending a Probation Advisory Meeting, Solid Waste Working Group meeting, joined a tour of Shakopee Compost, met with Representative Igo, and attended an Economic Development meeting with IRRRB.

Commissioner Snyder reported on attending a City/County Coop meeting and a Township Association meeting.

IX. COMMISSIONER COMMENTS

Commissioner Venema provided comment regarding meeting with City of Grand Rapids employees regarding Library funding on 7/29/2025 at 12:00 p.m. and budget meetings beginning on 7/29/2025at 12:30 p.m.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:32 PM.

ATTEST

Casey Venema Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-492

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 ICCEA Labor Contract

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 Labor Contract for Itasca County Confidential Employee Association (ICCEA) which represents Human Resources and the Accounting Manager.

BACKGROUND:
The labor management committee has been negotiating the 2025-2027 collective bargaining agreement with ICCEA. This collective bargaining agreement has been voted on and approved by ICCEA and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ICCEA 2025-2027 cba - CLEAN Draft
2. ICCEA 2025-2027 CBA Fully Executed

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

AGREEMENT BETWEEN

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION

and

THE COUNTY OF ITASCA

JANUARY 1, 2025 - DECEMBER 31, 2027

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AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the "Employer," and the Itasca County Confidential Employees' Association, hereinafter referred to as the "Association."

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

1.2 The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Association or a violation by the Employer of this Agreement. As the representative of the employees, the Association may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis.

A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 "Retiree" means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the Itasca County Confidential Employees' Association as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Association as the exclusive collective bargaining agency for each Association employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

4.1 Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA Minnesota Statues Chapter 179A as amended.

4.2 The Employer, including its department heads, managers, supervisors, and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Association, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of employees to become or continue as members of the Association.

4.5 Nondiscrimination: No discrimination shall be exercised against any employee because of Association membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 The Employer and Association recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6. HOURS OF WORK

6.1 Normal Hours of Work

A. Exempt Employees: Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is understood that in certain circumstances responsibilities will warrant periodic deviations from the norm. The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

B. Non-Exempt Employees: The normal hours of work for non-exempt employees shall be 8 hours per day and 40 hours per week during normal office hours, subject to the Department Head's discretion to schedule hours of work as deemed necessary by the Department Head.

C. Normal Hours of Work: Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday – Friday (MN statute 373.052, as amended).

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Breaks – While ensuring that service needs are met, employees may take a fifteen minute break during each four-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30 minute non-paid meal period taken during the middle of each shift.

6.2 Overtime/Compensatory Time

All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue a maximum of 80 hours of compensatory time.

Exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

Non-exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the rate of time and one-half the normal hourly rate, as per the Fair Labor Standards Act.

Vacation, sick leave, holidays, compensatory time and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Travel Time: Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 7. BENEFITS

7.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

New Year's Day	Juneteenth
President's Day	Labor Day
Thanksgiving Day	Veterans Day

Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	4 Floating Holidays

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
June 19 - Juneteenth
July 4 - Independence Day
November 11 - Veteran's Day
December 24 - Christmas Eve Day
December 25 - Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Part-time employees who work at least 20 hours per week will receive pro-rated holiday pay based on the FTE status as approved in the organizational chart and County budget.

7.2 Floating Holiday

Four floating holidays (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Part-time employees who work at least 20 hours per week will receive pro-rated floating holiday based on the FTE status as approved in the organizational chart and County budget.

Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday April 1st, one floating holiday on July 1st, and 1 floating holiday on October 1st. Probationary employees can use floating holidays during the probationary period.

7.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

Completed months Of Service	Rate of Accumulation of Vacation Hours
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status as approved in the organizational chart and County budget.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who retires or resigns without giving the Employer at least 30 days' advance written notice of resignation shall forfeit all accumulated, unused vacation, unless the Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

C. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

D. In the event an employee has an accumulation of 248 hours on December 31 the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 600 hours or greater.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum following federal & state regulations.

7.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

C. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian.

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status as approved in the organizational chart and County budget.

7.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of the employee's accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

(a) The employee has less than 5 years of continuous service with Itasca County; or
(b) The employee is terminated by the Employer for cause.

B. Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall take 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

C. Any payment made upon termination due to death will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

F. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit.

7.6 Bereavement Leave

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses, thereof,
- Domestic partner or guardian

7.7 Life Insurance

A. Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee. Said insurance includes a double indemnity clause, Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense

All employer provided insurance and employee elected additional insurance coverage will terminate upon the employee leaving employment.

7.8 Group Dental Insurance

A. The employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

The maximum annual benefit is $1,500 per person.

C. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

7.9 Group Hospital-Medical Insurance

A. Active Employees

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility. Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is

cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily terminate employment without due notice of 30 calendar days to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. High Deductible Plan (Option 1) Deductible or the High Deductible Plan (Option 2) Deductible both with a Health Savings Account (HSA) shall be the medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the employee is enrolled in the plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts by the 2nd payroll in January for employees who are enrolled in the health insurance plan for the year.

7. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement

Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Agreement, the County Board decides to change insurance carriers, equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) Deductible or the High Deductible Plan (Option 2) Deductible both with a Health Saving Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. The Employer shall pay the full

single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan but will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement

2. For employees newly hired to Itasca County after ratification of the 1994-96 contract, the maximum County payment for retirement group insurance premiums and the County HSA or VEBA contribution shall not exceed $10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

E. Retiree Health Insurance Caps

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT

capped for purposes of retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit.

F. All employees classified as part-time will receive pro-rated insurance benefits based on the FTE status as approved in the organizational chart and County budgets.

G. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Itasca County Employees Association	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

H. Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), on their date of hire, or the very next pay period. Said employee shall contribute 1% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period if that employee has 0-60 months of Itasca County Service Credit. Said employee shall contribute 2% of their regular wages* if that employee has 61-120 months of Itasca County Service Credit. Said employee shall contribute 3% of their regular wages* if that employee has 121 or more months of Itasca County Service Credit.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on-call pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

7.10 Leaves of Absence

A. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA Leave is available for use before or after all earned leave has been exhausted and after all requirements have been met.

C. Extended Parenting or Medical Leave: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Sabbatical Leave: An employee who has completed 15 or more calendar years of service may be given the opportunity for a sabbatical leave of absence without pay upon mutual agreement of the Board and Department Head where such leave would be to the benefit of the County, subject to the following:

(i) The length of the sabbatical leave may vary between 2 and 12 months and will be determined by mutual agreement between the employee and the Department Head, subject to the approval of the County Board.

(ii) Requests for such leave shall be submitted in writing to the Department Head at least 2 months prior to the commencement of the leave. Such requests shall include the reason and length of the leave.

(iii) Length of service and vacation benefits will not accrue during such leave, but will remain the same as at the commencement of the leave.

(iv) The employee shall be returned to the first available vacancy in the classification after expiration of the leave. Provided, however, the Department Head and the employee may mutually agree prior to commencement of the leave that the employee's position will not be permanently filled during such leave, and that at the conclusion of the leave the employee shall be returned to their position without having to wait for a vacancy.

F. MN Paid Leave: The County and employee will pay their respective share of the premium contribution formula as outline in Minn. Stat. Sec. 268B.14, Subd. 3.

G. Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181. (ESST) Leave.

7.11 Workers' Compensation

An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

7.12 Eligibility of Regular Part-Time Employees For Benefits

To be eligible for pro-rated fringe benefits including insurance benefits, a regular part-time employee must be regularly scheduled to work 20 or more hours per week. The proration for insurance benefits, holidays, vacation and sick leave will be based on the FTE status as approved in the organizational chart and County budgets.

ARTICLE 8. SENIORITY

8.1 Seniority Standing

Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

8.2 Seniority Standing for Layoffs

Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

8.3 Loss of Seniority

A regular employee shall lose their seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to accept recall from layoff;

8.4 Layoff

In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Association. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference

shall advise the Human Resources Director of the specific position into which the employee intends to bump.

8.5 Promotional Policy

Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice for a period of a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.6 Transfers/Promotions/Demotions

Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks' notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees,

whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.7 Seniority Lists

Seniority lists shall be brought up to date on March 1 of each calendar year. Copies of seniority lists shall be sent to the President of the Association.

8.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

ARTICLE 9. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 10. DISCIPLINE

All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 11. GRIEVANCE PROCEDURE

SECTION A:
GRIEVANCE PROCEDURE
A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCEs through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement,

request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCEs as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority:

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Past Practices: The Association agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 12. BULLETIN BOARD

The Employer may erect and maintain a bulletin board of reasonable size to be placed in all locations that may be mutually agreed upon between the Association and Employer, which bulletin board shall be for the use of the Association to post any notice or document relating to Association affairs.

ARTICLE 13. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

13.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Itasca County Confidential Employee Association Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive effective 01/01/2025 a 9% increase (3% increase and 6% market adjustment); 01/01/2026 a 3.5% increase; and 01/01/2027 a 3% increase.

For the year 2026: Drop existing first step and add new top step, which will reflect 3.75% above the prior top step.

a. The parties agree that the Employer may unilaterally increase the salary range applicable to one or more bargaining unit classification during the term of the 2025-2027 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the employer's review of the applicable external market for the classification.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

New hires for department head positions may be placed at any step within the range by County Board decision as the hiring authority.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the six-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the six-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted and submitted to the office of the Human Resources Director. Department Heads must verify satisfactory performance. The anniversary increases will become effective on the classification date and upon successful review of the performance. The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

F. Payroll

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2 week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

2. There shall be pay days every other Friday, with the exception of when a pay day falls on a holiday. In such cases, the pay day shall be the day before the holiday.

13.2 Administrative Requirements

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the Human Resources department in writing by the respective department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing

pay period. The Human Resources department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

C. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus one step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

13.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

B. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-

evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay.

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified to a lower grade; because of lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with these rules.

2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.

3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 14. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully

set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 15. ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Association and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 16. SAVINGS CLAUSE

Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 17. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025, through December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA:

_____	_____
Casey Venema	Brett Skyles
County Board Chair	County Administrator

_____
Date

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION:

_____
Association President

_____
Date

APPENDIX A-Language Interpreting Provisions in Agreement

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX B-Pay Plan

APPENDIX B

01/01/2025 ICCEA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$20.97	$21.63	$22.30	$23.00	$23.75	$24.51	$25.40	$26.30	$27.22	GRADE 1
GRADE 2	$21.44	$22.06	$22.76	$23.50	$24.12	$25.03	$25.91	$26.85	$27.82	GRADE 2
GRADE 3	$21.93	$22.63	$23.34	$24.08	$24.86	$25.67	$26.60	$27.53	$28.51	GRADE 3
GRADE 4	$22.61	$23.32	$24.03	$24.84	$25.65	$26.49	$27.44	$28.42	$29.45	GRADE 4
GRADE 5	$23.29	$24.01	$24.79	$25.60	$26.43	$27.33	$28.30	$29.31	$30.38	GRADE 5
GRADE 6	$24.01	$24.81	$25.60	$26.43	$27.34	$28.25	$29.24	$30.32	$31.39	GRADE 6
GRADE 7	$25.03	$25.85	$26.72	$27.59	$28.51	$29.48	$30.50	$31.63	$32.78	GRADE 7
GRADE 8	$26.27	$27.13	$28.00	$28.95	$29.92	$30.92	$32.05	$33.23	$34.44	GRADE 8
GRADE 9	$27.70	$28.56	$29.52	$30.48	$31.53	$32.61	$33.78	$35.03	$36.34	GRADE 9
GRADE 10	$30.48	$31.53	$32.61	$33.72	$34.90	$36.09	$37.44	$38.81	$40.24	GRADE 10
GRADE 11	$33.47	$34.62	$35.84	$37.08	$38.37	$39.71	$41.18	$42.71	$44.31	GRADE 11
GRADE 12	$36.75	$38.05	$39.40	$40.79	$42.24	$43.74	$45.38	$47.06	$48.84	GRADE 12
GRADE 13	$40.46	$41.89	$43.39	$44.92	$46.54	$48.23	$50.05	$51.93	$53.88	GRADE 13
GRADE 14	$44.37	$45.99	$47.62	$49.34	$51.14	$53.01	$55.02	$57.08	$59.25	GRADE 14
GRADE 15	$46.97	$48.67	$50.42	$52.28	$54.16	$56.12	$58.27	$60.47	$62.78	GRADE 15
GRADE 16	$49.18	$50.98	$52.82	$54.75	$56.75	$58.83	$61.08	$63.42	$65.83	GRADE 16
GRADE 17	$51.40	$53.28	$55.23	$57.24	$59.36	$61.55	$63.91	$66.33	$68.87	GRADE 17
GRADE 18	$53.74	$55.72	$57.76	$59.88	$62.10	$64.38	$66.84	$69.40	$72.07	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2025 ICCEA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$43,617.60	$44,990.40	$46,384.00	$47,840.00	$49,400.00	$50,980.80	$52,832.00	$54,704.00	$56,617.60	GRADE 1
GRADE 2	$44,595.20	$45,884.80	$47,340.80	$48,880.00	$50,169.60	$52,062.40	$53,892.80	$55,848.00	$57,865.60	GRADE 2
GRADE 3	$45,614.40	$47,070.40	$48,547.20	$50,086.40	$51,708.80	$53,393.60	$55,328.00	$57,262.40	$59,300.80	GRADE 3
GRADE 4	$47,028.80	$48,505.60	$49,982.40	$51,667.20	$53,352.00	$55,099.20	$57,075.20	$59,113.60	$61,256.00	GRADE 4
GRADE 5	$48,443.20	$49,940.80	$51,563.20	$53,248.00	$54,974.40	$56,846.40	$58,864.00	$60,964.80	$63,190.40	GRADE 5
GRADE 6	$49,940.80	$51,604.80	$53,248.00	$54,974.40	$56,867.20	$58,760.00	$60,819.20	$63,065.60	$65,291.20	GRADE 6
GRADE 7	$52,062.40	$53,768.00	$55,577.60	$57,387.20	$59,300.80	$61,318.40	$63,440.00	$65,790.40	$68,182.40	GRADE 7
GRADE 8	$54,641.60	$56,430.40	$58,240.00	$60,216.00	$62,233.60	$64,313.60	$66,664.00	$69,118.40	$71,635.20	GRADE 8
GRADE 9	$57,616.00	$59,404.80	$61,401.60	$63,398.40	$65,582.40	$67,828.80	$70,262.40	$72,862.40	$75,587.20	GRADE 9
GRADE 10	$63,398.40	$65,582.40	$67,828.80	$70,137.60	$72,592.00	$75,067.20	$77,875.20	$80,724.80	$83,699.20	GRADE 10
GRADE 11	$69,617.60	$72,009.60	$74,547.20	$77,126.40	$79,809.60	$82,596.80	$85,654.40	$88,836.80	$92,164.80	GRADE 11
GRADE 12	$76,440.00	$79,144.00	$81,952.00	$84,843.20	$87,859.20	$90,979.20	$94,390.40	$97,884.80	$101,587.20	GRADE 12
GRADE 13	$84,156.80	$87,131.20	$90,251.20	$93,433.60	$96,803.20	$100,318.40	$104,104.00	$108,014.40	$112,070.40	GRADE 13
GRADE 14	$92,289.60	$95,659.20	$99,049.60	$102,627.20	$106,371.20	$110,260.80	$114,441.60	$118,726.40	$123,240.00	GRADE 14
GRADE 15	$97,697.60	$101,233.60	$104,873.60	$108,742.40	$112,652.80	$116,729.60	$121,201.60	$125,777.60	$130,582.40	GRADE 15
GRADE 16	$102,294.40	$106,038.40	$109,865.60	$113,880.00	$118,040.00	$122,366.40	$127,046.40	$131,913.60	$136,926.40	GRADE 16
GRADE 17	$106,912.00	$110,822.40	$114,878.40	$119,059.20	$123,468.80	$128,024.00	$132,932.80	$137,966.40	$143,249.60	GRADE 17
GRADE 18	$111,779.20	$115,897.60	$120,140.80	$124,550.40	$129,168.00	$133,910.40	$139,027.20	$144,352.00	$149,905.60	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2026 ICCEA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.39	$23.08	$23.81	$24.58	$25.37	$26.29	$27.22	$28.17	$29.23	GRADE 1
GRADE 2	$22.83	$23.56	$24.32	$24.96	$25.91	$26.82	$27.79	$28.79	$29.87	GRADE 2
GRADE 3	$23.42	$24.16	$24.92	$25.73	$26.57	$27.53	$28.49	$29.51	$30.62	GRADE 3
GRADE 4	$24.14	$24.87	$25.71	$26.55	$27.42	$28.40	$29.41	$30.48	$31.62	GRADE 4
GRADE 5	$24.85	$25.66	$26.50	$27.36	$28.29	$29.29	$30.34	$31.44	$32.62	GRADE 5
GRADE 6	$25.68	$26.50	$27.36	$28.30	$29.24	$30.26	$31.38	$32.49	$33.71	GRADE 6
GRADE 7	$26.75	$27.66	$28.56	$29.51	$30.51	$31.57	$32.74	$33.93	$35.20	GRADE 7
GRADE 8	$28.08	$28.98	$29.96	$30.97	$32.00	$33.17	$34.39	$35.65	$36.99	GRADE 8
GRADE 9	$29.56	$30.55	$31.55	$32.63	$33.75	$34.96	$36.26	$37.61	$39.02	GRADE 9
GRADE 10	$32.63	$33.75	$34.90	$36.12	$37.35	$38.75	$40.17	$41.65	$43.21	GRADE 10
GRADE 11	$35.83	$37.09	$38.38	$39.71	$41.10	$42.62	$44.20	$45.86	$47.58	GRADE 11
GRADE 12	$39.38	$40.78	$42.22	$43.72	$45.27	$46.97	$48.71	$50.55	$52.45	GRADE 12
GRADE 13	$43.36	$44.91	$46.49	$48.17	$49.92	$51.80	$53.75	$55.77	$57.86	GRADE 13
GRADE 14	$47.60	$49.29	$51.07	$52.93	$54.87	$56.95	$59.08	$61.32	$63.62	GRADE 14
GRADE 15	$50.37	$52.18	$54.11	$56.06	$58.08	$60.31	$62.59	$64.98	$67.42	GRADE 15
GRADE 16	$52.76	$54.67	$56.67	$58.74	$60.89	$63.22	$65.64	$68.13	$70.68	GRADE 16
GRADE 17	$55.14	$57.16	$59.24	$61.44	$63.70	$66.15	$68.65	$71.28	$73.95	GRADE 17
GRADE 18	$57.67	$59.78	$61.98	$64.27	$66.63	$69.18	$71.83	$74.59	$77.39	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2026 ICCEA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$46,571.20	$48,006.40	$49,524.80	$51,126.40	$52,769.60	$54,683.20	$56,617.60	$58,593.60	$60,798.40	GRADE 1
GRADE 2	$47,486.40	$49,004.80	$50,585.60	$51,916.80	$53,892.80	$55,785.60	$57,803.20	$59,883.20	$62,129.60	GRADE 2
GRADE 3	$48,713.60	$50,252.80	$51,833.60	$53,518.40	$55,265.60	$57,262.40	$59,259.20	$61,380.80	$63,689.60	GRADE 3
GRADE 4	$50,211.20	$51,729.60	$53,476.80	$55,224.00	$57,033.60	$59,072.00	$61,172.80	$63,398.40	$65,769.60	GRADE 4
GRADE 5	$51,688.00	$53,372.80	$55,120.00	$56,908.80	$58,843.20	$60,923.20	$63,107.20	$65,395.20	$67,849.60	GRADE 5
GRADE 6	$53,414.40	$55,120.00	$56,908.80	$58,864.00	$60,819.20	$62,940.80	$65,270.40	$67,579.20	$70,116.80	GRADE 6
GRADE 7	$55,640.00	$57,532.80	$59,404.80	$61,380.80	$63,460.80	$65,665.60	$68,099.20	$70,574.40	$73,216.00	GRADE 7
GRADE 8	$58,406.40	$60,278.40	$62,316.80	$64,417.60	$66,560.00	$68,993.60	$71,531.20	$74,152.00	$76,939.20	GRADE 8
GRADE 9	$61,484.80	$63,544.00	$65,624.00	$67,870.40	$70,200.00	$72,716.80	$75,420.80	$78,228.80	$81,161.60	GRADE 9
GRADE 10	$67,870.40	$70,200.00	$72,592.00	$75,129.60	$77,688.00	$80,600.00	$83,553.60	$86,632.00	$89,876.80	GRADE 10
GRADE 11	$74,526.40	$77,147.20	$79,830.40	$82,596.80	$85,488.00	$88,649.60	$91,936.00	$95,388.80	$98,966.40	GRADE 11
GRADE 12	$81,910.40	$84,822.40	$87,817.60	$90,937.60	$94,161.60	$97,697.60	$101,316.80	$105,144.00	$109,096.00	GRADE 12
GRADE 13	$90,188.80	$93,412.80	$96,699.20	$100,193.60	$103,833.60	$107,744.00	$111,800.00	$116,001.60	$120,348.80	GRADE 13
GRADE 14	$99,008.00	$102,523.20	$106,225.60	$110,094.40	$114,129.60	$118,456.00	$122,886.40	$127,545.60	$132,329.60	GRADE 14
GRADE 15	$104,769.60	$108,534.40	$112,548.80	$116,604.80	$120,806.40	$125,444.80	$130,187.20	$135,158.40	$140,233.60	GRADE 15
GRADE 16	$109,740.80	$113,713.60	$117,873.60	$122,179.20	$126,651.20	$131,497.60	$136,531.20	$141,710.40	$147,014.40	GRADE 16
GRADE 17	$114,691.20	$118,892.80	$123,219.20	$127,795.20	$132,496.00	$137,592.00	$142,792.00	$148,262.40	$153,816.00	GRADE 17
GRADE 18	$119,953.60	$124,342.40	$128,918.40	$133,681.60	$138,590.40	$143,894.40	$149,406.40	$155,147.20	$160,971.20	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICCEA ANNUAL PAY PLAN 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$23.06	$23.77	$24.52	$25.32	$26.13	$27.08	$28.04	$29.02	$30.11	GRADE 1
GRADE 2	$23.51	$24.27	$25.05	$25.71	$26.69	$27.62	$28.62	$29.65	$30.77	GRADE 2
GRADE 3	$24.12	$24.88	$25.67	$26.50	$27.37	$28.36	$29.34	$30.40	$31.54	GRADE 3
GRADE 4	$24.86	$25.62	$26.48	$27.35	$28.24	$29.25	$30.29	$31.39	$32.57	GRADE 4
GRADE 5	$25.60	$26.43	$27.30	$28.18	$29.14	$30.17	$31.25	$32.38	$33.60	GRADE 5
GRADE 6	$26.45	$27.30	$28.18	$29.15	$30.12	$31.17	$32.32	$33.46	$34.72	GRADE 6
GRADE 7	$27.55	$28.49	$29.42	$30.40	$31.43	$32.52	$33.72	$34.95	$36.26	GRADE 7
GRADE 8	$28.92	$29.85	$30.86	$31.90	$32.96	$34.17	$35.42	$36.72	$38.10	GRADE 8
GRADE 9	$30.45	$31.47	$32.50	$33.61	$34.76	$36.01	$37.35	$38.74	$40.19	GRADE 9
GRADE 10	$33.61	$34.76	$35.95	$37.20	$38.47	$39.91	$41.38	$42.90	$44.51	GRADE 10
GRADE 11	$36.90	$38.20	$39.53	$40.90	$42.33	$43.90	$45.53	$47.24	$49.01	GRADE 11
GRADE 12	$40.56	$42.00	$43.49	$45.03	$46.63	$48.38	$50.17	$52.07	$54.02	GRADE 12
GRADE 13	$44.66	$46.26	$47.88	$49.62	$51.42	$53.35	$55.36	$57.44	$59.60	GRADE 13
GRADE 14	$49.03	$50.77	$52.60	$54.52	$56.52	$58.66	$60.85	$63.16	$65.53	GRADE 14
GRADE 15	$51.88	$53.75	$55.73	$57.74	$59.82	$62.12	$64.47	$66.93	$69.44	GRADE 15
GRADE 16	$54.34	$56.31	$58.37	$60.50	$62.72	$65.12	$67.61	$70.17	$72.80	GRADE 16
GRADE 17	$56.79	$58.87	$61.02	$63.28	$65.61	$68.13	$70.71	$73.42	$76.17	GRADE 17
GRADE 18	$59.40	$61.57	$63.84	$66.20	$68.63	$71.26	$73.98	$76.83	$79.71	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICCEA ANNUAL PAY PLAN 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,964.80	$49,441.60	$51,001.60	$52,665.60	$54,350.40	$56,326.40	$58,323.20	$60,361.60	$62,628.80	GRADE 1
GRADE 2	$48,900.80	$50,481.60	$52,104.00	$53,476.80	$55,515.20	$57,449.60	$59,529.60	$61,672.00	$64,001.60	GRADE 2
GRADE 3	$50,169.60	$51,750.40	$53,393.60	$55,120.00	$56,929.60	$58,988.80	$61,027.20	$63,232.00	$65,603.20	GRADE 3
GRADE 4	$51,708.80	$53,289.60	$55,078.40	$56,888.00	$58,739.20	$60,840.00	$63,003.20	$65,291.20	$67,745.60	GRADE 4
GRADE 5	$53,248.00	$54,974.40	$56,784.00	$58,614.40	$60,611.20	$62,753.60	$65,000.00	$67,350.40	$69,888.00	GRADE 5
GRADE 6	$55,016.00	$56,784.00	$58,614.40	$60,632.00	$62,649.60	$64,833.60	$67,225.60	$69,596.80	$72,217.60	GRADE 6
GRADE 7	$57,304.00	$59,259.20	$61,193.60	$63,232.00	$65,374.40	$67,641.60	$70,137.60	$72,696.00	$75,420.80	GRADE 7
GRADE 8	$60,153.60	$62,088.00	$64,188.80	$66,352.00	$68,556.80	$71,073.60	$73,673.60	$76,377.60	$79,248.00	GRADE 8
GRADE 9	$63,336.00	$65,457.60	$67,600.00	$69,908.80	$72,300.80	$74,900.80	$77,688.00	$80,579.20	$83,595.20	GRADE 9
GRADE 10	$69,908.80	$72,300.80	$74,776.00	$77,376.00	$80,017.60	$83,012.80	$86,070.40	$89,232.00	$92,580.80	GRADE 10
GRADE 11	$76,752.00	$79,456.00	$82,222.40	$85,072.00	$88,046.40	$91,312.00	$94,702.40	$98,259.20	$101,940.80	GRADE 11
GRADE 12	$84,364.80	$87,360.00	$90,459.20	$93,662.40	$96,990.40	$100,630.40	$104,353.60	$108,305.60	$112,361.60	GRADE 12
GRADE 13	$92,892.80	$96,220.80	$99,590.40	$103,209.60	$106,953.60	$110,968.00	$115,148.80	$119,475.20	$123,968.00	GRADE 13
GRADE 14	$101,982.40	$105,601.60	$109,408.00	$113,401.60	$117,561.60	$122,012.80	$126,568.00	$131,372.80	$136,302.40	GRADE 14
GRADE 15	$107,910.40	$111,800.00	$115,918.40	$120,099.20	$124,425.60	$129,209.60	$134,097.60	$139,214.40	$144,435.20	GRADE 15
GRADE 16	$113,027.20	$117,124.80	$121,409.60	$125,840.00	$130,457.60	$135,449.60	$140,628.80	$145,953.60	$151,424.00	GRADE 16
GRADE 17	$118,123.20	$122,449.60	$126,921.60	$131,622.40	$136,468.80	$141,710.40	$147,076.80	$152,713.60	$158,433.60	GRADE 17
GRADE 18	$123,552.00	$128,065.60	$132,787.20	$137,696.00	$142,750.40	$148,220.80	$153,878.40	$159,806.40	$165,796.80	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

EXEMPT/NON-EXEMPT POSITIONS - CONFIDENTIAL UNIT

Job Title	**Exempt/ Non-Exempt**
Human Resources Assistant	Non-exempt
Human Resources Specialist	Non-exempt
Human Resources Director	Exempt
Accounting Manager	Exempt

APPENDIX D-Updated MOU-Military Leave Pool

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Itasca County Confidential Employees' Association to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week. [1] Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted–whichever occurs first. [2]

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[1] No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

[2] The value of the pool will be established by actual count of hours donated and the
actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is $50/hour and Employee B donates 8 hours of vacation and B's pay is $100/hour then the value of the pool is 12 hours with a $1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives $1/hour difference (P makes $9 in the military and $10 at the County) and is gone for 25 work days or 200 work hours, then $200 is taken from the MLP and the MLP new balance is $800.

[3] Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on
the Employee Attendance Record during each year in January or during the occurring month of
donation. To submit donated contribution, complete the Payroll form.[4]

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.[5]

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances[6] must submit written
request with documentation of current military salary to Courthouse or Human Services Payroll. [7]
Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits. [3]

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.[8]

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[4]Payroll will create the necessary forms.

[5]Presumes the MLP is available for future military leaves even after Operating Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

[6]This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

[7]Does the Board want to accept a request from other "immediate family member", how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

[8]Language addresses those who may be on local duty with time available to work.

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supercedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001.

Was signed by: County Board Chair Robert Frick, Coordinator Robert R. Olson, ICCEA President Terry Snyder.

AGREEMENT BETWEEN

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION

and

THE COUNTY OF ITASCA

JANUARY 1, 2025 - DECEMBER 31, 2027

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AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the "Employer," and the Itasca County Confidential Employees' Association, hereinafter referred to as the "Association."

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

1.2 The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Association or a violation by the Employer of this Agreement. As the representative of the employees, the Association may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis.

A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 "Retiree" means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the Itasca County Confidential Employees' Association as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Association as the exclusive collective bargaining agency for each Association employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

4.1 Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA Minnesota Statues Chapter 179A as amended.

4.2 The Employer, including its department heads, managers, supervisors, and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Association, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of employees to become or continue as members of the Association.

4.5 Nondiscrimination: No discrimination shall be exercised against any employee because of Association membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 The Employer and Association recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6. HOURS OF WORK

6.1 Normal Hours of Work

A. Exempt Employees: Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is understood that in certain circumstances responsibilities will warrant periodic deviations from the norm. The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

B. Non-Exempt Employees: The normal hours of work for non-exempt employees shall be 8 hours per day and 40 hours per week during normal office hours, subject to the Department Head's discretion to schedule hours of work as deemed necessary by the Department Head.

C. Normal Hours of Work: Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday – Friday (MN statute 373.052, as amended).

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Breaks – While ensuring that service needs are met, employees may take a fifteen minute break during each four-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30 minute non-paid meal period taken during the middle of each shift.

6.2 Overtime/Compensatory Time

All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue a maximum of 80 hours of compensatory time.

Exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

Non-exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the rate of time and one-half the normal hourly rate, as per the Fair Labor Standards Act.

Vacation, sick leave, holidays, compensatory time and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Travel Time: Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 7. BENEFITS

7.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

New Year's Day	Juneteenth
President's Day	Labor Day
Thanksgiving Day	Veterans Day

Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	4 Floating Holidays

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
June 19 - Juneteenth
July 4 - Independence Day
November 11 - Veteran's Day
December 24 - Christmas Eve Day
December 25 - Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Part-time employees who work at least 20 hours per week will receive pro-rated holiday pay based on the FTE status as approved in the organizational chart and County budget.

7.2 Floating Holiday

Four floating holidays (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Part-time employees who work at least 20 hours per week will receive pro-rated floating holiday based on the FTE status as approved in the organizational chart and County budget.

Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday April 1st, one floating holiday on July 1st, and 1 floating holiday on October 1st. Probationary employees can use floating holidays during the probationary period.

7.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

Completed months Of Service	Rate of Accumulation of Vacation Hours
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status as approved in the organizational chart and County budget.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who retires or resigns without giving the Employer at least 30 days' advance written notice of resignation shall forfeit all accumulated, unused vacation, unless the Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

C. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

D. In the event an employee has an accumulation of 248 hours on December 31 the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 600 hours or greater.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum following federal & state regulations.

7.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

C. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian.

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status as approved in the organizational chart and County budget.

7.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of the employee's accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

(a) The employee has less than 5 years of continuous service with Itasca County; or
(b) The employee is terminated by the Employer for cause.

B. Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall take 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

C. Any payment made upon termination due to death will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

F. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit.

7.6 Bereavement Leave

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses, thereof,
- Domestic partner or guardian

7.7 Life Insurance

A. Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee. Said insurance includes a double indemnity clause, Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense

All employer provided insurance and employee elected additional insurance coverage will terminate upon the employee leaving employment.

7.8 Group Dental Insurance

A. The employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

The maximum annual benefit is $1,500 per person.

C. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

7.9 Group Hospital-Medical Insurance

A. Active Employees

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility. Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is

cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily terminate employment without due notice of 30 calendar days to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. High Deductible Plan (Option 1) Deductible or the High Deductible Plan (Option 2) Deductible both with a Health Savings Account (HSA) shall be the medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the employee is enrolled in the plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts by the 2nd payroll in January for employees who are enrolled in the health insurance plan for the year.

7. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement

Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Agreement, the County Board decides to change insurance carriers, equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) Deductible or the High Deductible Plan (Option 2) Deductible both with a Health Saving Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. The Employer shall pay the full

single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan but will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement

2. For employees newly hired to Itasca County after ratification of the 1994-96 contract, the maximum County payment for retirement group insurance premiums and the County HSA or VEBA contribution shall not exceed $10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

E. Retiree Health Insurance Caps

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT

capped for purposes of retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit.

F. All employees classified as part-time will receive pro-rated insurance benefits based on the FTE status as approved in the organizational chart and County budgets.

G. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Itasca County Employees Association	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

H. Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), on their date of hire, or the very next pay period. Said employee shall contribute 1% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period if that employee has 0-60 months of Itasca County Service Credit. Said employee shall contribute 2% of their regular wages* if that employee has 61-120 months of Itasca County Service Credit. Said employee shall contribute 3% of their regular wages* if that employee has 121 or more months of Itasca County Service Credit.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on-call pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

7.10 Leaves of Absence

A. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA Leave is available for use before or after all earned leave has been exhausted and after all requirements have been met.

C. Extended Parenting or Medical Leave: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Sabbatical Leave: An employee who has completed 15 or more calendar years of service may be given the opportunity for a sabbatical leave of absence without pay upon mutual agreement of the Board and Department Head where such leave would be to the benefit of the County, subject to the following:

(i) The length of the sabbatical leave may vary between 2 and 12 months and will be determined by mutual agreement between the employee and the Department Head, subject to the approval of the County Board.

(ii) Requests for such leave shall be submitted in writing to the Department Head at least 2 months prior to the commencement of the leave. Such requests shall include the reason and length of the leave.

(iii) Length of service and vacation benefits will not accrue during such leave, but will remain the same as at the commencement of the leave.

(iv) The employee shall be returned to the first available vacancy in the classification after expiration of the leave. Provided, however, the Department Head and the employee may mutually agree prior to commencement of the leave that the employee's position will not be permanently filled during such leave, and that at the conclusion of the leave the employee shall be returned to their position without having to wait for a vacancy.

F. MN Paid Leave: The County and employee will pay their respective share of the premium contribution formula as outline in Minn. Stat. Sec. 268B.14, Subd. 3.

G. Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181. (ESST) Leave.

7.11 Workers' Compensation

An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

7.12 Eligibility of Regular Part-Time Employees For Benefits

To be eligible for pro-rated fringe benefits including insurance benefits, a regular part-time employee must be regularly scheduled to work 20 or more hours per week. The proration for insurance benefits, holidays, vacation and sick leave will be based on the FTE status as approved in the organizational chart and County budgets.

ARTICLE 8. SENIORITY

8.1 Seniority Standing

Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

8.2 Seniority Standing for Layoffs

Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

8.3 Loss of Seniority

A regular employee shall lose their seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to accept recall from layoff;

8.4 Layoff

In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Association. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference

shall advise the Human Resources Director of the specific position into which the employee intends to bump.

8.5 Promotional Policy

Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice for a period of a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.6 Transfers/Promotions/Demotions

Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks' notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees,

whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.7 Seniority Lists

Seniority lists shall be brought up to date on March 1 of each calendar year. Copies of seniority lists shall be sent to the President of the Association.

8.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

ARTICLE 9. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 10. DISCIPLINE

All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 11. GRIEVANCE PROCEDURE

SECTION A:
GRIEVANCE PROCEDURE
A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCEs through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement,

request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCEs as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority:

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Past Practices: The Association agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 12. BULLETIN BOARD

The Employer may erect and maintain a bulletin board of reasonable size to be placed in all locations that may be mutually agreed upon between the Association and Employer, which bulletin board shall be for the use of the Association to post any notice or document relating to Association affairs.

ARTICLE 13. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

13.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Itasca County Confidential Employee Association Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive effective 01/01/2025 a 9% increase (3% increase and 6% market adjustment); 01/01/2026 a 3.5% increase; and 01/01/2027 a 3% increase.

For the year 2026: Drop existing first step and add new top step, which will reflect 3.75% above the prior top step.

a. The parties agree that the Employer may unilaterally increase the salary range applicable to one or more bargaining unit classification during the term of the 2025-2027 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the employer's review of the applicable external market for the classification.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

New hires for department head positions may be placed at any step within the range by County Board decision as the hiring authority.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the six-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the six-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted and submitted to the office of the Human Resources Director. Department Heads must verify satisfactory performance. The anniversary increases will become effective on the classification date and upon successful review of the performance. The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

F. Payroll

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2 week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

2. There shall be pay days every other Friday, with the exception of when a pay day falls on a holiday. In such cases, the pay day shall be the day before the holiday.

13.2 Administrative Requirements

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the Human Resources department in writing by the respective department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing

pay period. The Human Resources department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

C. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus one step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

13.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

B. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-

evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay.

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified to a lower grade; because of lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with these rules.

2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.

3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 14. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully

set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 15. ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Association and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 16. SAVINGS CLAUSE

Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 17. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025, through December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA:

Casey Venema
County Board Chair

Brett Skyles
County Administrator

7/22/2025
Date

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION:

Association President

7/22/25
Date

APPENDIX A-Language Interpreting Provisions in Agreement

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX B-Pay Plan

APPENDIX B

01/01/2025 ICCEA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$20.97	$21.63	$22.30	$23.00	$23.75	$24.51	$25.40	$26.30	$27.22	GRADE 1
GRADE 2	$21.44	$22.06	$22.76	$23.50	$24.12	$25.03	$25.91	$26.85	$27.82	GRADE 2
GRADE 3	$21.93	$22.63	$23.34	$24.08	$24.86	$25.67	$26.60	$27.53	$28.51	GRADE 3
GRADE 4	$22.61	$23.32	$24.03	$24.84	$25.65	$26.49	$27.44	$28.42	$29.45	GRADE 4
GRADE 5	$23.29	$24.01	$24.79	$25.60	$26.43	$27.33	$28.30	$29.31	$30.38	GRADE 5
GRADE 6	$24.01	$24.81	$25.60	$26.43	$27.34	$28.25	$29.24	$30.32	$31.39	GRADE 6
GRADE 7	$25.03	$25.85	$26.72	$27.59	$28.51	$29.48	$30.50	$31.63	$32.78	GRADE 7
GRADE 8	$26.27	$27.13	$28.00	$28.95	$29.92	$30.92	$32.05	$33.23	$34.44	GRADE 8
GRADE 9	$27.70	$28.56	$29.52	$30.48	$31.53	$32.61	$33.78	$35.03	$36.34	GRADE 9
GRADE 10	$30.48	$31.53	$32.61	$33.72	$34.90	$36.09	$37.44	$38.81	$40.24	GRADE 10
GRADE 11	$33.47	$34.62	$35.84	$37.08	$38.37	$39.71	$41.18	$42.71	$44.31	GRADE 11
GRADE 12	$36.75	$38.05	$39.40	$40.79	$42.24	$43.74	$45.38	$47.06	$48.84	GRADE 12
GRADE 13	$40.46	$41.89	$43.39	$44.92	$46.54	$48.23	$50.05	$51.93	$53.88	GRADE 13
GRADE 14	$44.37	$45.99	$47.62	$49.34	$51.14	$53.01	$55.02	$57.08	$59.25	GRADE 14
GRADE 15	$46.97	$48.67	$50.42	$52.28	$54.16	$56.12	$58.27	$60.47	$62.78	GRADE 15
GRADE 16	$49.18	$50.98	$52.82	$54.75	$56.75	$58.83	$61.08	$63.42	$65.83	GRADE 16
GRADE 17	$51.40	$53.28	$55.23	$57.24	$59.36	$61.55	$63.91	$66.33	$68.87	GRADE 17
GRADE 18	$53.74	$55.72	$57.76	$59.88	$62.10	$64.38	$66.84	$69.40	$72.07	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2025 ICCEA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$43,617.60	$44,990.40	$46,384.00	$47,840.00	$49,400.00	$50,980.80	$52,832.00	$54,704.00	$56,617.60	GRADE 1
GRADE 2	$44,595.20	$45,884.80	$47,340.80	$48,880.00	$50,169.60	$52,062.40	$53,892.80	$55,848.00	$57,865.60	GRADE 2
GRADE 3	$45,614.40	$47,070.40	$48,547.20	$50,086.40	$51,708.80	$53,393.60	$55,328.00	$57,262.40	$59,300.80	GRADE 3
GRADE 4	$47,028.80	$48,505.60	$49,982.40	$51,667.20	$53,352.00	$55,099.20	$57,075.20	$59,113.60	$61,256.00	GRADE 4
GRADE 5	$48,443.20	$49,940.80	$51,563.20	$53,248.00	$54,974.40	$56,846.40	$58,864.00	$60,964.80	$63,190.40	GRADE 5
GRADE 6	$49,940.80	$51,604.80	$53,248.00	$54,974.40	$56,867.20	$58,760.00	$60,819.20	$63,065.60	$65,291.20	GRADE 6
GRADE 7	$52,062.40	$53,768.00	$55,577.60	$57,387.20	$59,300.80	$61,318.40	$63,440.00	$65,790.40	$68,182.40	GRADE 7
GRADE 8	$54,641.60	$56,430.40	$58,240.00	$60,216.00	$62,233.60	$64,313.60	$66,664.00	$69,118.40	$71,635.20	GRADE 8
GRADE 9	$57,616.00	$59,404.80	$61,401.60	$63,398.40	$65,582.40	$67,828.80	$70,262.40	$72,862.40	$75,587.20	GRADE 9
GRADE 10	$63,398.40	$65,582.40	$67,828.80	$70,137.60	$72,592.00	$75,067.20	$77,875.20	$80,724.80	$83,699.20	GRADE 10
GRADE 11	$69,617.60	$72,009.60	$74,547.20	$77,126.40	$79,809.60	$82,596.80	$85,654.40	$88,836.80	$92,164.80	GRADE 11
GRADE 12	$76,440.00	$79,144.00	$81,952.00	$84,843.20	$87,859.20	$90,979.20	$94,390.40	$97,884.80	$101,587.20	GRADE 12
GRADE 13	$84,156.80	$87,131.20	$90,251.20	$93,433.60	$96,803.20	$100,318.40	$104,104.00	$108,014.40	$112,070.40	GRADE 13
GRADE 14	$92,289.60	$95,659.20	$99,049.60	$102,627.20	$106,371.20	$110,260.80	$114,441.60	$118,726.40	$123,240.00	GRADE 14
GRADE 15	$97,697.60	$101,233.60	$104,873.60	$108,742.40	$112,652.80	$116,729.60	$121,201.60	$125,777.60	$130,582.40	GRADE 15
GRADE 16	$102,294.40	$106,038.40	$109,865.60	$113,880.00	$118,040.00	$122,366.40	$127,046.40	$131,913.60	$136,926.40	GRADE 16
GRADE 17	$106,912.00	$110,822.40	$114,878.40	$119,059.20	$123,468.80	$128,024.00	$132,932.80	$137,966.40	$143,249.60	GRADE 17
GRADE 18	$111,779.20	$115,897.60	$120,140.80	$124,550.40	$129,168.00	$133,910.40	$139,027.20	$144,352.00	$149,905.60	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2026 ICCEA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.39	$23.08	$23.81	$24.58	$25.37	$26.29	$27.22	$28.17	$29.23	GRADE 1
GRADE 2	$22.83	$23.56	$24.32	$24.96	$25.91	$26.82	$27.79	$28.79	$29.87	GRADE 2
GRADE 3	$23.42	$24.16	$24.92	$25.73	$26.57	$27.53	$28.49	$29.51	$30.62	GRADE 3
GRADE 4	$24.14	$24.87	$25.71	$26.55	$27.42	$28.40	$29.41	$30.48	$31.62	GRADE 4
GRADE 5	$24.85	$25.66	$26.50	$27.36	$28.29	$29.29	$30.34	$31.44	$32.62	GRADE 5
GRADE 6	$25.68	$26.50	$27.36	$28.30	$29.24	$30.26	$31.38	$32.49	$33.71	GRADE 6
GRADE 7	$26.75	$27.66	$28.56	$29.51	$30.51	$31.57	$32.74	$33.93	$35.20	GRADE 7
GRADE 8	$28.08	$28.98	$29.96	$30.97	$32.00	$33.17	$34.39	$35.65	$36.99	GRADE 8
GRADE 9	$29.56	$30.55	$31.55	$32.63	$33.75	$34.96	$36.26	$37.61	$39.02	GRADE 9
GRADE 10	$32.63	$33.75	$34.90	$36.12	$37.35	$38.75	$40.17	$41.65	$43.21	GRADE 10
GRADE 11	$35.83	$37.09	$38.38	$39.71	$41.10	$42.62	$44.20	$45.86	$47.58	GRADE 11
GRADE 12	$39.38	$40.78	$42.22	$43.72	$45.27	$46.97	$48.71	$50.55	$52.45	GRADE 12
GRADE 13	$43.36	$44.91	$46.49	$48.17	$49.92	$51.80	$53.75	$55.77	$57.86	GRADE 13
GRADE 14	$47.60	$49.29	$51.07	$52.93	$54.87	$56.95	$59.08	$61.32	$63.62	GRADE 14
GRADE 15	$50.37	$52.18	$54.11	$56.06	$58.08	$60.31	$62.59	$64.98	$67.42	GRADE 15
GRADE 16	$52.76	$54.67	$56.67	$58.74	$60.89	$63.22	$65.64	$68.13	$70.68	GRADE 16
GRADE 17	$55.14	$57.16	$59.24	$61.44	$63.70	$66.15	$68.65	$71.28	$73.95	GRADE 17
GRADE 18	$57.67	$59.78	$61.98	$64.27	$66.63	$69.18	$71.83	$74.59	$77.39	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2026 ICCEA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$46,571.20	$48,006.40	$49,524.80	$51,126.40	$52,769.60	$54,683.20	$56,617.60	$58,593.60	$60,798.40	GRADE 1
GRADE 2	$47,486.40	$49,004.80	$50,585.60	$51,916.80	$53,892.80	$55,785.60	$57,803.20	$59,883.20	$62,129.60	GRADE 2
GRADE 3	$48,713.60	$50,252.80	$51,833.60	$53,518.40	$55,265.60	$57,262.40	$59,259.20	$61,380.80	$63,689.60	GRADE 3
GRADE 4	$50,211.20	$51,729.60	$53,476.80	$55,224.00	$57,033.60	$59,072.00	$61,172.80	$63,398.40	$65,769.60	GRADE 4
GRADE 5	$51,688.00	$53,372.80	$55,120.00	$56,908.80	$58,843.20	$60,923.20	$63,107.20	$65,395.20	$67,849.60	GRADE 5
GRADE 6	$53,414.40	$55,120.00	$56,908.80	$58,864.00	$60,819.20	$62,940.80	$65,270.40	$67,579.20	$70,116.80	GRADE 6
GRADE 7	$55,640.00	$57,532.80	$59,404.80	$61,380.80	$63,460.80	$65,665.60	$68,099.20	$70,574.40	$73,216.00	GRADE 7
GRADE 8	$58,406.40	$60,278.40	$62,316.80	$64,417.60	$66,560.00	$68,993.60	$71,531.20	$74,152.00	$76,939.20	GRADE 8
GRADE 9	$61,484.80	$63,544.00	$65,624.00	$67,870.40	$70,200.00	$72,716.80	$75,420.80	$78,228.80	$81,161.60	GRADE 9
GRADE 10	$67,870.40	$70,200.00	$72,592.00	$75,129.60	$77,688.00	$80,600.00	$83,553.60	$86,632.00	$89,876.80	GRADE 10
GRADE 11	$74,526.40	$77,147.20	$79,830.40	$82,596.80	$85,488.00	$88,649.60	$91,936.00	$95,388.80	$98,966.40	GRADE 11
GRADE 12	$81,910.40	$84,822.40	$87,817.60	$90,937.60	$94,161.60	$97,697.60	$101,316.80	$105,144.00	$109,096.00	GRADE 12
GRADE 13	$90,188.80	$93,412.80	$96,699.20	$100,193.60	$103,833.60	$107,744.00	$111,800.00	$116,001.60	$120,348.80	GRADE 13
GRADE 14	$99,008.00	$102,523.20	$106,225.60	$110,094.40	$114,129.60	$118,456.00	$122,886.40	$127,545.60	$132,329.60	GRADE 14
GRADE 15	$104,769.60	$108,534.40	$112,548.80	$116,604.80	$120,806.40	$125,444.80	$130,187.20	$135,158.40	$140,233.60	GRADE 15
GRADE 16	$109,740.80	$113,713.60	$117,873.60	$122,179.20	$126,651.20	$131,497.60	$136,531.20	$141,710.40	$147,014.40	GRADE 16
GRADE 17	$114,691.20	$118,892.80	$123,219.20	$127,795.20	$132,496.00	$137,592.00	$142,792.00	$148,262.40	$153,816.00	GRADE 17
GRADE 18	$119,953.60	$124,342.40	$128,918.40	$133,681.60	$138,590.40	$143,894.40	$149,406.40	$155,147.20	$160,971.20	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICCEA ANNUAL PAY PLAN 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$23.06	$23.77	$24.52	$25.32	$26.13	$27.08	$28.04	$29.02	$30.11	GRADE 1
GRADE 2	$23.51	$24.27	$25.05	$25.71	$26.69	$27.62	$28.62	$29.65	$30.77	GRADE 2
GRADE 3	$24.12	$24.88	$25.67	$26.50	$27.37	$28.36	$29.34	$30.40	$31.54	GRADE 3
GRADE 4	$24.86	$25.62	$26.48	$27.35	$28.24	$29.25	$30.29	$31.39	$32.57	GRADE 4
GRADE 5	$25.60	$26.43	$27.30	$28.18	$29.14	$30.17	$31.25	$32.38	$33.60	GRADE 5
GRADE 6	$26.45	$27.30	$28.18	$29.15	$30.12	$31.17	$32.32	$33.46	$34.72	GRADE 6
GRADE 7	$27.55	$28.49	$29.42	$30.40	$31.43	$32.52	$33.72	$34.95	$36.26	GRADE 7
GRADE 8	$28.92	$29.85	$30.86	$31.90	$32.96	$34.17	$35.42	$36.72	$38.10	GRADE 8
GRADE 9	$30.45	$31.47	$32.50	$33.61	$34.76	$36.01	$37.35	$38.74	$40.19	GRADE 9
GRADE 10	$33.61	$34.76	$35.95	$37.20	$38.47	$39.91	$41.38	$42.90	$44.51	GRADE 10
GRADE 11	$36.90	$38.20	$39.53	$40.90	$42.33	$43.90	$45.53	$47.24	$49.01	GRADE 11
GRADE 12	$40.56	$42.00	$43.49	$45.03	$46.63	$48.38	$50.17	$52.07	$54.02	GRADE 12
GRADE 13	$44.66	$46.26	$47.88	$49.62	$51.42	$53.35	$55.36	$57.44	$59.60	GRADE 13
GRADE 14	$49.03	$50.77	$52.60	$54.52	$56.52	$58.66	$60.85	$63.16	$65.53	GRADE 14
GRADE 15	$51.88	$53.75	$55.73	$57.74	$59.82	$62.12	$64.47	$66.93	$69.44	GRADE 15
GRADE 16	$54.34	$56.31	$58.37	$60.50	$62.72	$65.12	$67.61	$70.17	$72.80	GRADE 16
GRADE 17	$56.79	$58.87	$61.02	$63.28	$65.61	$68.13	$70.71	$73.42	$76.17	GRADE 17
GRADE 18	$59.40	$61.57	$63.84	$66.20	$68.63	$71.26	$73.98	$76.83	$79.71	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICCEA ANNUAL PAY PLAN 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,964.80	$49,441.60	$51,001.60	$52,665.60	$54,350.40	$56,326.40	$58,323.20	$60,361.60	$62,628.80	GRADE 1
GRADE 2	$48,900.80	$50,481.60	$52,104.00	$53,476.80	$55,515.20	$57,449.60	$59,529.60	$61,672.00	$64,001.60	GRADE 2
GRADE 3	$50,169.60	$51,750.40	$53,393.60	$55,120.00	$56,929.60	$58,988.80	$61,027.20	$63,232.00	$65,603.20	GRADE 3
GRADE 4	$51,708.80	$53,289.60	$55,078.40	$56,888.00	$58,739.20	$60,840.00	$63,003.20	$65,291.20	$67,745.60	GRADE 4
GRADE 5	$53,248.00	$54,974.40	$56,784.00	$58,614.40	$60,611.20	$62,753.60	$65,000.00	$67,350.40	$69,888.00	GRADE 5
GRADE 6	$55,016.00	$56,784.00	$58,614.40	$60,632.00	$62,649.60	$64,833.60	$67,225.60	$69,596.80	$72,217.60	GRADE 6
GRADE 7	$57,304.00	$59,259.20	$61,193.60	$63,232.00	$65,374.40	$67,641.60	$70,137.60	$72,696.00	$75,420.80	GRADE 7
GRADE 8	$60,153.60	$62,088.00	$64,188.80	$66,352.00	$68,556.80	$71,073.60	$73,673.60	$76,377.60	$79,248.00	GRADE 8
GRADE 9	$63,336.00	$65,457.60	$67,600.00	$69,908.80	$72,300.80	$74,900.80	$77,688.00	$80,579.20	$83,595.20	GRADE 9
GRADE 10	$69,908.80	$72,300.80	$74,776.00	$77,376.00	$80,017.60	$83,012.80	$86,070.40	$89,232.00	$92,580.80	GRADE 10
GRADE 11	$76,752.00	$79,456.00	$82,222.40	$85,072.00	$88,046.40	$91,312.00	$94,702.40	$98,259.20	$101,940.80	GRADE 11
GRADE 12	$84,364.80	$87,360.00	$90,459.20	$93,662.40	$96,990.40	$100,630.40	$104,353.60	$108,305.60	$112,361.60	GRADE 12
GRADE 13	$92,892.80	$96,220.80	$99,590.40	$103,209.60	$106,953.60	$110,968.00	$115,148.80	$119,475.20	$123,968.00	GRADE 13
GRADE 14	$101,982.40	$105,601.60	$109,408.00	$113,401.60	$117,561.60	$122,012.80	$126,568.00	$131,372.80	$136,302.40	GRADE 14
GRADE 15	$107,910.40	$111,800.00	$115,918.40	$120,099.20	$124,425.60	$129,209.60	$134,097.60	$139,214.40	$144,435.20	GRADE 15
GRADE 16	$113,027.20	$117,124.80	$121,409.60	$125,840.00	$130,457.60	$135,449.60	$140,628.80	$145,953.60	$151,424.00	GRADE 16
GRADE 17	$118,123.20	$122,449.60	$126,921.60	$131,622.40	$136,468.80	$141,710.40	$147,076.80	$152,713.60	$158,433.60	GRADE 17
GRADE 18	$123,552.00	$128,065.60	$132,787.20	$137,696.00	$142,750.40	$148,220.80	$153,878.40	$159,806.40	$165,796.80	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX C-Exempt/Non-Exempt Positions

EXEMPT/NON-EXEMPT POSITIONS - CONFIDENTIAL UNIT

Job Title	Exempt/ Non-Exempt
Human Resources Assistant	Non-exempt
Human Resources Specialist	Non-exempt
Human Resources Director	Exempt
Accounting Manager	Exempt

APPENDIX D-Updated MOU-Military Leave Pool

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Itasca County Confidential Employees' Association to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week. [1] Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted–whichever occurs first. [2]

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[1] No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

[2] The value of the pool will be established by actual count of hours donated and the
actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is $50/hour and Employee B donates 8 hours of vacation and B's pay is $100/hour then the value of the pool is 12 hours with a $1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives $1/hour difference (P makes $9 in the military and $10 at the County) and is gone for 25 work days or 200 work hours, then $200 is taken from the MLP and the MLP new balance is $800.

[3] Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on
the Employee Attendance Record during each year in January or during the occurring month of
donation. To submit donated contribution, complete the Payroll form.[4]

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.[5]

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances[6] must submit written
request with documentation of current military salary to Courthouse or Human Services Payroll. [7]
Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits. [3]

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.[8]

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[4]Payroll will create the necessary forms.

[5]Presumes the MLP is available for future military leaves even after Operating Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

[6]This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

[7]Does the Board want to accept a request from other "immediate family member", how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

[8]Language addresses those who may be on local duty with time available to work.

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supercedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001.

Was signed by: County Board Chair Robert Frick, Coordinator Robert R. Olson, ICCEA President Terry Snyder.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-494

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 ICHHSSA Labor Contract

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 ICHHSSA Labor Contract which represents the Health & Human Services Supervisors.

BACKGROUND:
The labor management committee has been negotiating the 2025-2027 collective bargaining agreemeent with the Itasca County Health & Human Services Supervisors Association (ICHHSSA). This collective bargaining agreement has been voted on and approved by ICHHSSA and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement ICHHSSA CLEAN Draft
2. ICCEA 2025-2027 CBA Fully Executed

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

AGREEMENT BETWEEN

ITASCA COUNTY HEALTH AND HUMAN SERVICES SUPERVISORS ASSOCIATION

AND

THE COUNTY OF ITASCA

JANUARY 1, 2025 - DECEMBER 31, 2027

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AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the "Employer," and the Itasca County Health and Human Services Supervisors Association, hereinafter referred to as the "Association."

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

1.2 The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Association or a violation by the Employer of this Agreement. As the representative of the employees, the Association may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 "Retiree" means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the Itasca County Health and Human Services Supervisors Association as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Association as the exclusive collective bargaining agency for each Association employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

4.1 Each of the parties of this Agreement acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA Minnesota Statues Chapter 179A as amended.

4.2 The Employer, including its department heads, managers, supervisors, and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Association, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of employees to become or continue as members of the Association.

4.5 Nondiscrimination. No discrimination shall be exercised against any employee because of Association membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 The Employer and Association recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to

determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6. HOURS OF WORK

6.1. Normal Hours of Work

A. Exempt Employees: Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is under-stood that in certain circumstances responsibilities will warrant periodic deviations from the norm. The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

B. Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday-Friday, (MN statute 373.052)

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Breaks: While ensuring that service needs are met, employees may take a 15-minute break during each 4-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30-minute non-paid meal period taken during the middle of each shift.

6.2 Overtime Compensatory Time.

A. All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue a maximum of 80 hours of compensatory time annually from January 1 to December 31 and may accumulate a maximum of 80 hours of compensatory time at any one time.

B. Exempt Employees: All hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

C . Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case, will compensatory time earned and compensatory time taken occur in the same day.

6.3 On Call

Employees who are scheduled by their supervisor to be on call shall be compensated at the rate of $3.00 per hour for each hour of scheduled on call. On call requirements shall be as established by policy of the employee's supervisor, which policy may be amended from time to time by the employee's supervisor at the employee's supervisor's discretion.

6.4 Call Out

A Call Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back, nor is phone support. If an employee is called back to the worksite after completing the regular work day or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 2 hours pay at the classified hourly rate.

6.5 Travel Time

Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 7. BENEFITS

7.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays
Juneteenth	

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
November 11 -Veteran's Day
July 4 - Independence Day
December 24 –Christmas Eve Day
December 25 -Christmas Day
June 19 - Juneteenth

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Part-time employees who work at least 20 hours per week will receive pro-rated holiday pay based on the FTE status as approved in the organizational chart and County budget.

7.2 Floating Holiday

Three floating holidays (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Part-time employees who work at least 20 hours per week will receive pro-rated floating holiday based on the FTE status as approved in the organizational chart and County budget.

Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st. Probationary employees can use floating holidays during the probationary period.

7.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

Completed Months of Service	Rate of Accumulation of Vacation Hours Per Pay Period of Work
0-59 months	3.693 hours
60-119 months	5.539 hours
120-179 months	6.154 hours per pay period
180-239 months	7.693 hours per pay period
240+ months	8.001 hours per pay period

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status as approved in the organizational chart and County budget.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who resigns without giving the Employer at least 30 days advance written notice of resignation or retirement shall forfeit all accumulated, unused vacation, unless the Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

C. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

D. In the event an employee has an accumulation of 248 hours on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 25 hours and all additional hours shall be lost.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 600 hours or greater.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum following federal & state regulations.

7.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

C. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,

- Domestic partner or guardian

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status as approved in the organizational chart and County budget.

7.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

a. The employee has less than 5 years of continuous service with Itasca County; or

b. The employee is terminated by the Employer for cause.

B. Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall allocate 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

C. Any payment made upon termination due to death will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in ICHHSSA, the employee will continue as a NOT capped employee in ICHHSSA.

F. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and takes a position in ICHHSSA, the employee will be allowed to keep the higher cap limit.

7.6 Bereavement Leave

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours of Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

7.7 Life Insurance

A. Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee. Said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

7.8 Group Dental Insurance

A. The Employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or

re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20%) of the dependents' cost of said insurance.

The maximum annual benefit is $1,500 per person.

C. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

7.9 Group Hospital-Medical Insurance

A. Active Employees

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month.

(However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. High Deductible Plan (Option 1) $1750/$3500 (in 20212) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via and HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employees who are enrolled in the health insurance plan for the year.

7. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the

Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Agreement, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% percent of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The

retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement.

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. For employees newly hired to Itasca County after ratification of the 1994-1996 contract (12/22/1995), the maximum County payment for retirement group insurance premiums and the County HSA or VEBA contribution shall not exceed $10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance and takes a position in ICHHSSA, the employee will continue as a NOT capped employee in ICHHSSA.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in ICHHSSA, the employee will be allowed to keep the higher cap limit.

F. All employees classified as part-time will receive pro-rated insurance benefits based on the FTE status as approved in the organizational chart and County budgets.

G. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Itasca Co HHS Supervisors Assoc.	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

H. Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 4% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on call pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

7.10 Leaves of Absence

A. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA leave is available for use before or after all earned leave has been exhausted and after all requirements have been met.

C. Extended Parenting or Medical Leave: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Earned Sick and Safe Time: Employees will be covered and eligible for Earned Sick and Safe Time as outlined in MN State Statute 181.

F. MN Paid Leave. The parties have not agreed to alter the 50% employer/50% employee premium contribution formula outlined in Minn. Stat. Sec. 268B.14, Subd. 3.

7.11 Workers' Compensation: An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

7.12 Eligibility of Regular Part-Time Employees For Benefits: To be eligible for pro-rated fringe benefits including insurance benefits, a regular part-time employee must be regularly scheduled to work 20 or more hours per week. The proration for insurance benefits, holidays, vacation and sick leave will be based on the FTE status as approved in the organization chart and County budgets..

ARTICLE 8. SENIORITY

8.1 Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

8.2 Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

8.3 A regular employee shall lose his/her seniority standing in the following situations:

a. Voluntary resignation;
b. Discharge for just cause;
c. Retirement;
d. Failure to accept recall from layoff;

8.4 In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Association. Within five working days after receiving notice of layoff, an employee intending to

exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump.

8.5 Promotional Policy: Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice for a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

When an employee accepts a promotion, they shall receive the appropriate salary corresponding with the job classification upon the first day of work in the promotional position. If the rate of pay of that classification does not reflect an increase of 1 pay level, he/she should be advanced the number of steps required to show 1 pay level increase from the old rate of pay for such employee.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.6 Transfers: Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.7 Seniority lists shall be brought up to date on March 1 of each calendar year. Copies of seniority lists shall be sent to the President of the Association.

8.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

ARTICLE 9. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 10. DISCIPLINE

10.1 All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 11. GRIEVANCE PROCEDURE

SECTION A:
GRIEVANCE PROCEDURE
A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCEs through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or

other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who

will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCEs as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority:

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Past Practices. The Association agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 12. BULLETIN BOARD

12.1 The Employer may erect and maintain a bulletin board of reasonable size to be placed in all locations that may be mutually agreed upon between the Association and

Employer, which bulletin board shall be for the use of the Association to post any notice or document relating to Association affairs.

ARTICLE 13. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

13.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Itasca County Health and Human Service Supervisors Association Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive effective 01/01/2025 a 9% increase; 01/01/2026 a 3.5% increase and a drop step of 3.5%; and 01/01/2027 a 3.5% increase and a drop step of 3.5%.

Definition of Drop Step: For the years 2026-2027 Drop existing first step and add new top step for each classification in the bargaining unit with a 3.5% increase being added to the new top step. The result is employees at the existing first step would move to the new first step. All other employees shall drop back one step and would advance a step forward on their hire date anniversary.

The parties agree that the Employer may unilaterally increase the salary range applicable to one or more bargaining unit classification during the term of the 2025-2027 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the employer's review of the applicable external marking for the classification.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The Division Manager or Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the 6-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the 6-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted

and submitted to the Human Resources Director. Division Managers and/or Department Heads must verify satisfactory performance. The anniversary increases will become effective on the classification date and upon successful review of the performance The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

F. Payroll Procedures:

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2 week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

2. There shall be pay days every other Friday, with the exception of when a pay day falls on a holiday. In such cases, the pay day shall be the day before the holiday.

13.2 Administrative Requirements.

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the Human Resources department in writing by the respective division manager or department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing pay period. The Human Resources department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

C. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid.

Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus one step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

13.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted from outside or within the bargaining unit to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

B. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay.

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified to a lower grade; because of lack of work, lack of funds,

or the return to work from authorized leave of another employee to such a position in accordance with these rules.

2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.

3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 14. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 15. ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Association and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective

bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 16. SAVINGS CLAUSE

16.1 Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 17. DURATION OF AGREEMENT

17.1 This Agreement will be in effect from January 1, 2025, through December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA:

_____	_____
Casey Venema County Board Chair	Brett Skyles County Administrator

_____
Dated

ITASCA COUNTY Health and Human Services Supervisors ASSOCIATION:

_____	_____
Association President	Association Vice-President

_____
Dated

APPENDIX A-LANGUAGE INTERPRETATION-RETIREES

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX B-PAY PLANS

APPENDIX B

01/01/2025 ICHHSSA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$20.97	$21.63	$22.30	$23.00	$23.75	$24.51	$25.40	$26.30	$27.22	**GRADE 1**
GRADE 2	$21.44	$22.06	$22.76	$23.50	$24.26	$25.03	$25.91	$26.85	$27.82	**GRADE 2**
GRADE 3	$21.93	$22.63	$23.34	$24.08	$24.86	$25.67	$26.60	$27.53	$28.51	**GRADE 3**
GRADE 4	$22.61	$23.32	$24.03	$24.84	$25.65	$26.49	$27.44	$28.42	$29.45	**GRADE 4**
GRADE 5	$23.29	$24.01	$24.79	$25.60	$26.43	$27.33	$28.30	$29.31	$30.38	**GRADE 5**
GRADE 6	$24.01	$24.81	$25.60	$26.43	$27.34	$28.25	$29.24	$30.32	$31.39	**GRADE 6**
GRADE 7	$25.03	$25.85	$26.72	$27.59	$28.51	$29.48	$30.50	$31.63	$32.78	**GRADE 7**
GRADE 8	$26.27	$27.13	$28.00	$28.95	$29.92	$30.92	$32.05	$33.23	$34.44	**GRADE 8**
GRADE 9	$27.70	$28.56	$29.52	$30.48	$31.53	$32.61	$33.78	$35.03	$36.34	**GRADE 9**
GRADE 10	$30.48	$31.53	$32.61	$33.72	$34.90	$36.09	$37.44	$38.81	$40.24	**GRADE 10**
GRADE 11	$33.47	$34.62	$35.84	$37.08	$38.37	$39.71	$41.18	$42.71	$44.31	**GRADE 11**
GRADE 12	$36.75	$38.05	$39.40	$40.79	$42.24	$43.74	$45.38	$47.06	$48.84	**GRADE 12**
GRADE 13	$40.46	$41.89	$43.39	$44.92	$46.54	$48.23	$50.05	$51.93	$53.88	**GRADE 13**
GRADE 14	$44.37	$45.99	$47.62	$49.34	$51.14	$53.01	$55.02	$57.08	$59.25	**GRADE 14**
GRADE 15	$46.97	$48.67	$50.42	$52.28	$54.16	$56.12	$58.27	$60.47	$62.78	**GRADE 15**
GRADE 16	$49.18	$50.98	$52.82	$54.75	$56.75	$58.83	$61.08	$63.42	$65.83	**GRADE 16**
GRADE 17	$51.40	$53.28	$55.23	$57.24	$59.36	$61.55	$63.91	$66.33	$68.87	**GRADE 17**
GRADE 18	$53.74	$55.72	$57.76	$59.88	$62.10	$64.38	$66.84	$69.40	$72.07	**GRADE 18**

APPENDIX B

01/01/2025 ICHHSSA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$43,617.60	$44,990.40	$46,384.00	$47,840.00	$49,400.00	$50,980.80	$52,832.00	$54,704.00	$56,617.60	**GRADE 1**
GRADE 2	$44,595.20	$45,884.80	$47,340.80	$48,880.00	$50,460.80	$52,062.40	$53,892.80	$55,848.00	$57,865.60	**GRADE 2**
GRADE 3	$45,614.40	$47,070.40	$48,547.20	$50,086.40	$51,708.80	$53,393.60	$55,328.00	$57,262.40	$59,300.80	**GRADE 3**
GRADE 4	$47,028.80	$48,505.60	$49,982.40	$51,667.20	$53,352.00	$55,099.20	$57,075.20	$59,113.60	$61,256.00	**GRADE 4**
GRADE 5	$48,443.20	$49,940.80	$51,563.20	$53,248.00	$54,974.40	$56,846.40	$58,864.00	$60,964.80	$63,190.40	**GRADE 5**
GRADE 6	$49,940.80	$51,604.80	$53,248.00	$54,974.40	$56,867.20	$58,760.00	$60,819.20	$63,065.60	$65,291.20	**GRADE 6**
GRADE 7	$52,062.40	$53,768.00	$55,577.60	$57,387.20	$59,300.80	$61,318.40	$63,440.00	$65,790.40	$68,182.40	**GRADE 7**
GRADE 8	$54,641.60	$56,430.40	$58,240.00	$60,216.00	$62,233.60	$64,313.60	$66,664.00	$69,118.40	$71,635.20	**GRADE 8**
GRADE 9	$57,616.00	$59,404.80	$61,401.60	$63,398.40	$65,582.40	$67,828.80	$70,262.40	$72,862.40	$75,587.20	**GRADE 9**
GRADE 10	$63,398.40	$65,582.40	$67,828.80	$70,137.60	$72,592.00	$75,067.20	$77,875.20	$80,724.80	$83,699.20	**GRADE 10**
GRADE 11	$69,617.60	$72,009.60	$74,547.20	$77,126.40	$79,809.60	$82,596.80	$85,654.40	$88,836.80	$92,164.80	**GRADE 11**
GRADE 12	$76,440.00	$79,144.00	$81,952.00	$84,843.20	$87,859.20	$90,979.20	$94,390.40	$97,884.80	$101,587.20	**GRADE 12**
GRADE 13	$84,156.80	$87,131.20	$90,251.20	$93,433.60	$96,803.20	$100,318.40	$104,104.00	$108,014.40	$112,070.40	**GRADE 13**
GRADE 14	$92,289.60	$95,659.20	$99,049.60	$102,627.20	$106,371.20	$110,260.80	$114,441.60	$118,726.40	$123,240.00	**GRADE 14**
GRADE 15	$97,697.60	$101,233.60	$104,873.60	$108,742.40	$112,652.80	$116,729.60	$121,201.60	$125,777.60	$130,582.40	**GRADE 15**
GRADE 16	$102,294.40	$106,038.40	$109,865.60	$113,880.00	$118,040.00	$122,366.40	$127,046.40	$131,913.60	$136,926.40	**GRADE 16**
GRADE 17	$106,912.00	$110,822.40	$114,878.40	$119,059.20	$123,468.80	$128,024.00	$132,932.80	$137,966.40	$143,249.60	**GRADE 17**
GRADE 18	$111,779.20	$115,897.60	$120,140.80	$124,550.40	$129,168.00	$133,910.40	$139,027.20	$144,352.00	$149,905.60	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2026 ICHHSSA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.39	$23.08	$23.81	$24.58	$25.37	$26.29	$27.22	$28.17	$29.16	**GRADE 1**
GRADE 2	$22.83	$23.56	$24.32	$25.11	$25.91	$26.82	$27.79	$28.79	$29.80	**GRADE 2**
GRADE 3	$23.42	$24.16	$24.92	$25.73	$26.57	$27.53	$28.49	$29.51	$30.54	**GRADE 3**
GRADE 4	$24.14	$24.87	$25.71	$26.55	$27.42	$28.40	$29.41	$30.48	$31.55	**GRADE 4**
GRADE 5	$24.85	$25.66	$26.50	$27.36	$28.29	$29.29	$30.34	$31.44	$32.54	**GRADE 5**
GRADE 6	$25.68	$26.50	$27.36	$28.30	$29.24	$30.26	$31.38	$32.49	$33.63	**GRADE 6**
GRADE 7	$26.75	$27.66	$28.56	$29.51	$30.51	$31.57	$32.74	$33.93	$35.12	**GRADE 7**
GRADE 8	$28.08	$28.98	$29.96	$30.97	$32.00	$33.17	$34.39	$35.65	$36.90	**GRADE 8**
GRADE 9	$29.56	$30.55	$31.55	$32.63	$33.75	$34.96	$36.26	$37.61	$38.93	**GRADE 9**
GRADE 10	$32.63	$33.75	$34.90	$36.12	$37.35	$38.75	$40.17	$41.65	$43.11	**GRADE 10**
GRADE 11	$35.83	$37.09	$38.38	$39.71	$41.10	$42.62	$44.20	$45.86	$47.47	**GRADE 11**
GRADE 12	$39.38	$40.78	$42.22	$43.72	$45.27	$46.97	$48.71	$50.55	$52.32	**GRADE 12**
GRADE 13	$43.36	$44.91	$46.49	$48.17	$49.92	$51.80	$53.75	$55.77	$57.72	**GRADE 13**
GRADE 14	$47.60	$49.29	$51.07	$52.93	$54.87	$56.95	$59.08	$61.32	$63.47	**GRADE 14**
GRADE 15	$50.37	$52.18	$54.11	$56.06	$58.08	$60.31	$62.59	$64.98	$67.25	**GRADE 15**
GRADE 16	$52.76	$54.67	$56.67	$58.74	$60.89	$63.22	$65.64	$68.13	$70.51	**GRADE 16**
GRADE 17	$55.14	$57.16	$59.24	$61.44	$63.70	$66.15	$68.65	$71.28	$73.77	**GRADE 17**
GRADE 18	$57.67	$59.78	$61.98	$64.27	$66.63	$69.18	$71.83	$74.59	$77.20	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2026 ICHHSSA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$46,571.20	$48,006.40	$49,524.80	$51,126.40	$52,769.60	$54,683.20	$56,617.60	$58,593.60	$60,652.80	**GRADE 1**
GRADE 2	$47,486.40	$49,004.80	$50,585.60	$52,228.80	$53,892.80	$55,785.60	$57,803.20	$59,883.20	$61,984.00	**GRADE 2**
GRADE 3	$48,713.60	$50,252.80	$51,833.60	$53,518.40	$55,265.60	$57,262.40	$59,259.20	$61,380.80	$63,523.20	**GRADE 3**
GRADE 4	$50,211.20	$51,729.60	$53,476.80	$55,224.00	$57,033.60	$59,072.00	$61,172.80	$63,398.40	$65,624.00	**GRADE 4**
GRADE 5	$51,688.00	$53,372.80	$55,120.00	$56,908.80	$58,843.20	$60,923.20	$63,107.20	$65,395.20	$67,683.20	**GRADE 5**
GRADE 6	$53,414.40	$55,120.00	$56,908.80	$58,864.00	$60,819.20	$62,940.80	$65,270.40	$67,579.20	$69,950.40	**GRADE 6**
GRADE 7	$55,640.00	$57,532.80	$59,404.80	$61,380.80	$63,460.80	$65,665.60	$68,099.20	$70,574.40	$73,049.60	**GRADE 7**
GRADE 8	$58,406.40	$60,278.40	$62,316.80	$64,417.60	$66,560.00	$68,993.60	$71,531.20	$74,152.00	$76,752.00	**GRADE 8**
GRADE 9	$61,484.80	$63,544.00	$65,624.00	$67,870.40	$70,200.00	$72,716.80	$75,420.80	$78,228.80	$80,974.40	**GRADE 9**
GRADE 10	$67,870.40	$70,200.00	$72,592.00	$75,129.60	$77,688.00	$80,600.00	$83,553.60	$86,632.00	$89,668.80	**GRADE 10**
GRADE 11	$74,526.40	$77,147.20	$79,830.40	$82,596.80	$85,488.00	$88,649.60	$91,936.00	$95,388.80	$98,737.60	**GRADE 11**
GRADE 12	$81,910.40	$84,822.40	$87,817.60	$90,937.60	$94,161.60	$97,697.60	$101,316.80	$105,144.00	$108,825.60	**GRADE 12**
GRADE 13	$90,188.80	$93,412.80	$96,699.20	$100,193.60	$103,833.60	$107,744.00	$111,800.00	$116,001.60	$120,057.60	**GRADE 13**
GRADE 14	$99,008.00	$102,523.20	$106,225.60	$110,094.40	$114,129.60	$118,456.00	$122,886.40	$127,545.60	$132,017.60	**GRADE 14**
GRADE 15	$104,769.60	$108,534.40	$112,548.80	$116,604.80	$120,806.40	$125,444.80	$130,187.20	$135,158.40	$139,880.00	**GRADE 15**
GRADE 16	$109,740.80	$113,713.60	$117,873.60	$122,179.20	$126,651.20	$131,497.60	$136,531.20	$141,710.40	$146,660.80	**GRADE 16**
GRADE 17	$114,691.20	$118,892.80	$123,219.20	$127,795.20	$132,496.00	$137,592.00	$142,792.00	$148,262.40	$153,441.60	**GRADE 17**
GRADE 18	$119,953.60	$124,342.40	$128,918.40	$133,681.60	$138,590.40	$143,894.40	$149,406.40	$155,147.20	$160,576.00	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICHHSSA ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$49,691.20	$51,251.20	$52,915.20	$54,620.80	$56,596.80	$58,593.60	$60,652.80	$62,774.40	$64,979.20	**GRADE 1**
GRADE 2	$50,710.40	$52,353.60	$54,059.20	$55,785.60	$57,740.80	$59,820.80	$61,984.00	$64,147.20	$66,393.60	**GRADE 2**
GRADE 3	$52,020.80	$53,643.20	$55,390.40	$57,200.00	$59,259.20	$61,339.20	$63,523.20	$65,748.80	$68,057.60	**GRADE 3**
GRADE 4	$53,539.20	$55,348.80	$57,158.40	$59,030.40	$61,131.20	$63,315.20	$65,624.00	$67,912.00	$70,283.20	**GRADE 4**
GRADE 5	$55,244.80	$57,054.40	$58,905.60	$60,902.40	$63,065.60	$65,312.00	$67,683.20	$70,054.40	$72,508.80	**GRADE 5**
GRADE 6	$57,054.40	$58,905.60	$60,923.20	$62,940.80	$65,145.60	$67,558.40	$69,950.40	$72,404.80	$74,942.40	**GRADE 6**
GRADE 7	$59,550.40	$61,484.80	$63,523.20	$65,686.40	$67,953.60	$70,491.20	$73,049.60	$75,608.00	$78,249.60	**GRADE 7**
GRADE 8	$62,379.20	$64,500.80	$66,664.00	$68,889.60	$71,406.40	$74,027.20	$76,752.00	$79,435.20	$82,222.40	**GRADE 8**
GRADE 9	$65,769.60	$67,912.00	$70,241.60	$72,654.40	$75,254.40	$78,062.40	$80,974.40	$83,803.20	$86,736.00	**GRADE 9**
GRADE 10	$72,654.40	$75,129.60	$77,750.40	$80,412.80	$83,428.80	$86,486.40	$89,668.80	$92,809.60	$96,054.40	**GRADE 10**
GRADE 11	$79,851.20	$82,617.60	$85,488.00	$88,483.20	$91,748.80	$95,160.00	$98,737.60	$102,190.40	$105,768.00	**GRADE 11**
GRADE 12	$87,796.80	$90,896.00	$94,120.00	$97,448.00	$101,108.80	$104,852.80	$108,825.60	$112,632.00	$116,584.00	**GRADE 12**
GRADE 13	$96,678.40	$100,089.60	$103,708.80	$107,473.60	$111,508.80	$115,710.40	$120,057.60	$124,259.20	$128,606.40	**GRADE 13**
GRADE 14	$106,121.60	$109,948.80	$113,942.40	$118,123.20	$122,595.20	$127,192.00	$132,017.60	$136,635.20	$141,419.20	**GRADE 14**
GRADE 15	$112,340.80	$116,480.00	$120,681.60	$125,028.80	$129,833.60	$134,742.40	$139,880.00	$144,768.00	$149,843.20	**GRADE 15**
GRADE 16	$117,686.40	$121,992.00	$126,464.00	$131,081.60	$136,094.40	$141,315.20	$146,660.80	$151,798.40	$157,102.40	**GRADE 16**
GRADE 17	$123,052.80	$127,524.80	$132,267.20	$137,134.40	$142,417.60	$147,784.00	$153,441.60	$158,808.00	$164,361.60	**GRADE 17**
GRADE 18	$128,689.60	$133,432.00	$138,361.60	$143,436.80	$148,928.00	$154,627.20	$160,576.00	$166,192.00	$172,016.00	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICHHSSA ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$23.89	$24.64	$25.44	$26.26	$27.21	$28.17	$29.16	$30.18	$31.24	**GRADE 1**
GRADE 2	$24.38	$25.17	$25.99	$26.82	$27.76	$28.76	$29.80	$30.84	$31.92	**GRADE 2**
GRADE 3	$25.01	$25.79	$26.63	$27.50	$28.49	$29.49	$30.54	$31.61	$32.72	**GRADE 3**
GRADE 4	$25.74	$26.61	$27.48	$28.38	$29.39	$30.44	$31.55	$32.65	$33.79	**GRADE 4**
GRADE 5	$26.56	$27.43	$28.32	$29.28	$30.32	$31.40	$32.54	$33.68	$34.86	**GRADE 5**
GRADE 6	$27.43	$28.32	$29.29	$30.26	$31.32	$32.48	$33.63	$34.81	$36.03	**GRADE 6**
GRADE 7	$28.63	$29.56	$30.54	$31.58	$32.67	$33.89	$35.12	$36.35	$37.62	**GRADE 7**
GRADE 8	$29.99	$31.01	$32.05	$33.12	$34.33	$35.59	$36.90	$38.19	$39.53	**GRADE 8**
GRADE 9	$31.62	$32.65	$33.77	$34.93	$36.18	$37.53	$38.93	$40.29	$41.70	**GRADE 9**
GRADE 10	$34.93	$36.12	$37.38	$38.66	$40.11	$41.58	$43.11	$44.62	$46.18	**GRADE 10**
GRADE 11	$38.39	$39.72	$41.10	$42.54	$44.11	$45.75	$47.47	$49.13	$50.85	**GRADE 11**
GRADE 12	$42.21	$43.70	$45.25	$46.85	$48.61	$50.41	$52.32	$54.15	$56.05	**GRADE 12**
GRADE 13	$46.48	$48.12	$49.86	$51.67	$53.61	$55.63	$57.72	$59.74	$61.83	**GRADE 13**
GRADE 14	$51.02	$52.86	$54.78	$56.79	$58.94	$61.15	$63.47	$65.69	$67.99	**GRADE 14**
GRADE 15	$54.01	$56.00	$58.02	$60.11	$62.42	$64.78	$67.25	$69.60	$72.04	**GRADE 15**
GRADE 16	$56.58	$58.65	$60.80	$63.02	$65.43	$67.94	$70.51	$72.98	$75.53	**GRADE 16**
GRADE 17	$59.16	$61.31	$63.59	$65.93	$68.47	$71.05	$73.77	$76.35	$79.02	**GRADE 17**
GRADE 18	$61.87	$64.15	$66.52	$68.96	$71.60	$74.34	$77.20	$79.90	$82.70	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX C-EXEMPT/NON_EXEMPT POSITIONS

EXEMPT/NON-EXEMPT POSITIONS - SUPERVISORY UNIT

Job Title	Exempt/ Non-Exempt
Child Support Supervisor	Exempt
Financial Assistance Supervisor	Exempt
IMCare Quality Director	Exempt
IMCare Claims Supervisor	Exempt
Public Health Supervisor	Exempt
Social Services Supervisor	Exempt

APPENDIX D-UPDATED MOU RE: MILITARY LEAVE POOL

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Itasca County Employees' Association to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week. [1] Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted–whichever occurs first. [2]

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

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[1] No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

[2] The value of the pool will be established by actual count of hours donated and the actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is $50/hour and Employee B donates 8 hours of vacation and B's pay is $100/hour then the value of the pool is 12 hours with a $1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives $1/hour difference (P makes $9 in the military and $10 at the County) and is gone for 25 work days or 200 work hours, then $200 is taken from the MLP and the MLP new balance is $800.

[3] Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on the Employee Attendance Record during each year in January or during the occurring month of donation. To submit donated contribution, complete the Payroll form.[4]

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.[5]

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances[6] must submit written request with documentation of current military salary to Courthouse or Human Services Payroll. [7] Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits. [3]

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.[8]

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supersedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001.

Was signed by: County Board Chair Robert Frick, ICEA President Tim Oakley, Coordinator Robert R. Olson

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[4]Payroll will create the necessary forms.

[5]Presumes the MLP is available for future military leaves even after Operating Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

[6]This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

[7]Does the Board want to accept a request from other "immediate family member", how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

[8]Language addresses those who may be on local duty with time available to work.

AGREEMENT BETWEEN

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION

and

THE COUNTY OF ITASCA

JANUARY 1, 2025 - DECEMBER 31, 2027

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AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the "Employer," and the Itasca County Confidential Employees' Association, hereinafter referred to as the "Association."

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

1.2 The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Association or a violation by the Employer of this Agreement. As the representative of the employees, the Association may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis.

A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 "Retiree" means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the Itasca County Confidential Employees' Association as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Association as the exclusive collective bargaining agency for each Association employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

4.1 Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA Minnesota Statues Chapter 179A as amended.

4.2 The Employer, including its department heads, managers, supervisors, and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Association, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of employees to become or continue as members of the Association.

4.5 Nondiscrimination: No discrimination shall be exercised against any employee because of Association membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 The Employer and Association recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6. HOURS OF WORK

6.1 Normal Hours of Work

A. Exempt Employees: Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is understood that in certain circumstances responsibilities will warrant periodic deviations from the norm. The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

B. Non-Exempt Employees: The normal hours of work for non-exempt employees shall be 8 hours per day and 40 hours per week during normal office hours, subject to the Department Head's discretion to schedule hours of work as deemed necessary by the Department Head.

C. Normal Hours of Work: Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday – Friday (MN statute 373.052, as amended).

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Breaks – While ensuring that service needs are met, employees may take a fifteen minute break during each four-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30 minute non-paid meal period taken during the middle of each shift.

6.2 Overtime/Compensatory Time

All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue a maximum of 80 hours of compensatory time.

Exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

Non-exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the rate of time and one-half the normal hourly rate, as per the Fair Labor Standards Act.

Vacation, sick leave, holidays, compensatory time and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Travel Time: Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 7. BENEFITS

7.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

New Year's Day	Juneteenth
President's Day	Labor Day
Thanksgiving Day	Veterans Day

Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	4 Floating Holidays

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
June 19 - Juneteenth
July 4 - Independence Day
November 11 - Veteran's Day
December 24 - Christmas Eve Day
December 25 - Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Part-time employees who work at least 20 hours per week will receive pro-rated holiday pay based on the FTE status as approved in the organizational chart and County budget.

7.2 Floating Holiday

Four floating holidays (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Part-time employees who work at least 20 hours per week will receive pro-rated floating holiday based on the FTE status as approved in the organizational chart and County budget.

Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday April 1st, one floating holiday on July 1st, and 1 floating holiday on October 1st. Probationary employees can use floating holidays during the probationary period.

7.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

Completed months Of Service	Rate of Accumulation of Vacation Hours
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status as approved in the organizational chart and County budget.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who retires or resigns without giving the Employer at least 30 days' advance written notice of resignation shall forfeit all accumulated, unused vacation, unless the Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

C. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

D. In the event an employee has an accumulation of 248 hours on December 31 the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 600 hours or greater.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum following federal & state regulations.

7.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

C. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian.

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status as approved in the organizational chart and County budget.

7.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of the employee's accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

(a) The employee has less than 5 years of continuous service with Itasca County; or
(b) The employee is terminated by the Employer for cause.

B. Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall take 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

C. Any payment made upon termination due to death will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

F. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit.

7.6 Bereavement Leave

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses, thereof,
- Domestic partner or guardian

7.7 Life Insurance

A. Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee. Said insurance includes a double indemnity clause, Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense

All employer provided insurance and employee elected additional insurance coverage will terminate upon the employee leaving employment.

7.8 Group Dental Insurance

A. The employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

The maximum annual benefit is $1,500 per person.

C. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

7.9 Group Hospital-Medical Insurance

A. Active Employees

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility. Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is

cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily terminate employment without due notice of 30 calendar days to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. High Deductible Plan (Option 1) Deductible or the High Deductible Plan (Option 2) Deductible both with a Health Savings Account (HSA) shall be the medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the employee is enrolled in the plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts by the 2nd payroll in January for employees who are enrolled in the health insurance plan for the year.

7. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement

Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Agreement, the County Board decides to change insurance carriers, equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) Deductible or the High Deductible Plan (Option 2) Deductible both with a Health Saving Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. The Employer shall pay the full

single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan but will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement

2. For employees newly hired to Itasca County after ratification of the 1994-96 contract, the maximum County payment for retirement group insurance premiums and the County HSA or VEBA contribution shall not exceed $10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

E. Retiree Health Insurance Caps

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT

capped for purposes of retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit.

F. All employees classified as part-time will receive pro-rated insurance benefits based on the FTE status as approved in the organizational chart and County budgets.

G. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Itasca County Employees Association	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

H. Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), on their date of hire, or the very next pay period. Said employee shall contribute 1% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period if that employee has 0-60 months of Itasca County Service Credit. Said employee shall contribute 2% of their regular wages* if that employee has 61-120 months of Itasca County Service Credit. Said employee shall contribute 3% of their regular wages* if that employee has 121 or more months of Itasca County Service Credit.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on-call pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

7.10 Leaves of Absence

A. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA Leave is available for use before or after all earned leave has been exhausted and after all requirements have been met.

C. Extended Parenting or Medical Leave: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Sabbatical Leave: An employee who has completed 15 or more calendar years of service may be given the opportunity for a sabbatical leave of absence without pay upon mutual agreement of the Board and Department Head where such leave would be to the benefit of the County, subject to the following:

(i) The length of the sabbatical leave may vary between 2 and 12 months and will be determined by mutual agreement between the employee and the Department Head, subject to the approval of the County Board.

(ii) Requests for such leave shall be submitted in writing to the Department Head at least 2 months prior to the commencement of the leave. Such requests shall include the reason and length of the leave.

(iii) Length of service and vacation benefits will not accrue during such leave, but will remain the same as at the commencement of the leave.

(iv) The employee shall be returned to the first available vacancy in the classification after expiration of the leave. Provided, however, the Department Head and the employee may mutually agree prior to commencement of the leave that the employee's position will not be permanently filled during such leave, and that at the conclusion of the leave the employee shall be returned to their position without having to wait for a vacancy.

F. MN Paid Leave: The County and employee will pay their respective share of the premium contribution formula as outline in Minn. Stat. Sec. 268B.14, Subd. 3.

G. Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181. (ESST) Leave.

7.11 Workers' Compensation

An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

7.12 Eligibility of Regular Part-Time Employees For Benefits

To be eligible for pro-rated fringe benefits including insurance benefits, a regular part-time employee must be regularly scheduled to work 20 or more hours per week. The proration for insurance benefits, holidays, vacation and sick leave will be based on the FTE status as approved in the organizational chart and County budgets.

ARTICLE 8. SENIORITY

8.1 Seniority Standing

Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

8.2 Seniority Standing for Layoffs

Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

8.3 Loss of Seniority

A regular employee shall lose their seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to accept recall from layoff;

8.4 Layoff

In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Association. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference

shall advise the Human Resources Director of the specific position into which the employee intends to bump.

8.5 Promotional Policy

Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice for a period of a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.6 Transfers/Promotions/Demotions

Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks' notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees,

whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.7 Seniority Lists

Seniority lists shall be brought up to date on March 1 of each calendar year. Copies of seniority lists shall be sent to the President of the Association.

8.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

ARTICLE 9. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 10. DISCIPLINE

All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 11. GRIEVANCE PROCEDURE

SECTION A:
GRIEVANCE PROCEDURE
A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCEs through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement,

request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCEs as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority:

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Past Practices: The Association agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 12. BULLETIN BOARD

The Employer may erect and maintain a bulletin board of reasonable size to be placed in all locations that may be mutually agreed upon between the Association and Employer, which bulletin board shall be for the use of the Association to post any notice or document relating to Association affairs.

ARTICLE 13. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

13.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Itasca County Confidential Employee Association Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive effective 01/01/2025 a 9% increase (3% increase and 6% market adjustment); 01/01/2026 a 3.5% increase; and 01/01/2027 a 3% increase.

For the year 2026: Drop existing first step and add new top step, which will reflect 3.75% above the prior top step.

a. The parties agree that the Employer may unilaterally increase the salary range applicable to one or more bargaining unit classification during the term of the 2025-2027 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the employer's review of the applicable external market for the classification.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

New hires for department head positions may be placed at any step within the range by County Board decision as the hiring authority.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the six-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the six-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted and submitted to the office of the Human Resources Director. Department Heads must verify satisfactory performance. The anniversary increases will become effective on the classification date and upon successful review of the performance. The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

F. Payroll

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2 week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

2. There shall be pay days every other Friday, with the exception of when a pay day falls on a holiday. In such cases, the pay day shall be the day before the holiday.

13.2 Administrative Requirements

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the Human Resources department in writing by the respective department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing

pay period. The Human Resources department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

C. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus one step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

13.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

B. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-

evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay.

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified to a lower grade; because of lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with these rules.

2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.

3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 14. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully

set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 15. ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Association and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 16. SAVINGS CLAUSE

Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 17. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025, through December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA:

Casey Venema
County Board Chair

Brett Skyles
County Administrator

7/22/2025
Date

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION:

Association President

7/22/25
Date

APPENDIX A-Language Interpreting Provisions in Agreement

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX B-Pay Plan

APPENDIX B

01/01/2025 ICCEA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$20.97	$21.63	$22.30	$23.00	$23.75	$24.51	$25.40	$26.30	$27.22	GRADE 1
GRADE 2	$21.44	$22.06	$22.76	$23.50	$24.12	$25.03	$25.91	$26.85	$27.82	GRADE 2
GRADE 3	$21.93	$22.63	$23.34	$24.08	$24.86	$25.67	$26.60	$27.53	$28.51	GRADE 3
GRADE 4	$22.61	$23.32	$24.03	$24.84	$25.65	$26.49	$27.44	$28.42	$29.45	GRADE 4
GRADE 5	$23.29	$24.01	$24.79	$25.60	$26.43	$27.33	$28.30	$29.31	$30.38	GRADE 5
GRADE 6	$24.01	$24.81	$25.60	$26.43	$27.34	$28.25	$29.24	$30.32	$31.39	GRADE 6
GRADE 7	$25.03	$25.85	$26.72	$27.59	$28.51	$29.48	$30.50	$31.63	$32.78	GRADE 7
GRADE 8	$26.27	$27.13	$28.00	$28.95	$29.92	$30.92	$32.05	$33.23	$34.44	GRADE 8
GRADE 9	$27.70	$28.56	$29.52	$30.48	$31.53	$32.61	$33.78	$35.03	$36.34	GRADE 9
GRADE 10	$30.48	$31.53	$32.61	$33.72	$34.90	$36.09	$37.44	$38.81	$40.24	GRADE 10
GRADE 11	$33.47	$34.62	$35.84	$37.08	$38.37	$39.71	$41.18	$42.71	$44.31	GRADE 11
GRADE 12	$36.75	$38.05	$39.40	$40.79	$42.24	$43.74	$45.38	$47.06	$48.84	GRADE 12
GRADE 13	$40.46	$41.89	$43.39	$44.92	$46.54	$48.23	$50.05	$51.93	$53.88	GRADE 13
GRADE 14	$44.37	$45.99	$47.62	$49.34	$51.14	$53.01	$55.02	$57.08	$59.25	GRADE 14
GRADE 15	$46.97	$48.67	$50.42	$52.28	$54.16	$56.12	$58.27	$60.47	$62.78	GRADE 15
GRADE 16	$49.18	$50.98	$52.82	$54.75	$56.75	$58.83	$61.08	$63.42	$65.83	GRADE 16
GRADE 17	$51.40	$53.28	$55.23	$57.24	$59.36	$61.55	$63.91	$66.33	$68.87	GRADE 17
GRADE 18	$53.74	$55.72	$57.76	$59.88	$62.10	$64.38	$66.84	$69.40	$72.07	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2025 ICCEA ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$43,617.60	$44,990.40	$46,384.00	$47,840.00	$49,400.00	$50,980.80	$52,832.00	$54,704.00	$56,617.60	GRADE 1
GRADE 2	$44,595.20	$45,884.80	$47,340.80	$48,880.00	$50,169.60	$52,062.40	$53,892.80	$55,848.00	$57,865.60	GRADE 2
GRADE 3	$45,614.40	$47,070.40	$48,547.20	$50,086.40	$51,708.80	$53,393.60	$55,328.00	$57,262.40	$59,300.80	GRADE 3
GRADE 4	$47,028.80	$48,505.60	$49,982.40	$51,667.20	$53,352.00	$55,099.20	$57,075.20	$59,113.60	$61,256.00	GRADE 4
GRADE 5	$48,443.20	$49,940.80	$51,563.20	$53,248.00	$54,974.40	$56,846.40	$58,864.00	$60,964.80	$63,190.40	GRADE 5
GRADE 6	$49,940.80	$51,604.80	$53,248.00	$54,974.40	$56,867.20	$58,760.00	$60,819.20	$63,065.60	$65,291.20	GRADE 6
GRADE 7	$52,062.40	$53,768.00	$55,577.60	$57,387.20	$59,300.80	$61,318.40	$63,440.00	$65,790.40	$68,182.40	GRADE 7
GRADE 8	$54,641.60	$56,430.40	$58,240.00	$60,216.00	$62,233.60	$64,313.60	$66,664.00	$69,118.40	$71,635.20	GRADE 8
GRADE 9	$57,616.00	$59,404.80	$61,401.60	$63,398.40	$65,582.40	$67,828.80	$70,262.40	$72,862.40	$75,587.20	GRADE 9
GRADE 10	$63,398.40	$65,582.40	$67,828.80	$70,137.60	$72,592.00	$75,067.20	$77,875.20	$80,724.80	$83,699.20	GRADE 10
GRADE 11	$69,617.60	$72,009.60	$74,547.20	$77,126.40	$79,809.60	$82,596.80	$85,654.40	$88,836.80	$92,164.80	GRADE 11
GRADE 12	$76,440.00	$79,144.00	$81,952.00	$84,843.20	$87,859.20	$90,979.20	$94,390.40	$97,884.80	$101,587.20	GRADE 12
GRADE 13	$84,156.80	$87,131.20	$90,251.20	$93,433.60	$96,803.20	$100,318.40	$104,104.00	$108,014.40	$112,070.40	GRADE 13
GRADE 14	$92,289.60	$95,659.20	$99,049.60	$102,627.20	$106,371.20	$110,260.80	$114,441.60	$118,726.40	$123,240.00	GRADE 14
GRADE 15	$97,697.60	$101,233.60	$104,873.60	$108,742.40	$112,652.80	$116,729.60	$121,201.60	$125,777.60	$130,582.40	GRADE 15
GRADE 16	$102,294.40	$106,038.40	$109,865.60	$113,880.00	$118,040.00	$122,366.40	$127,046.40	$131,913.60	$136,926.40	GRADE 16
GRADE 17	$106,912.00	$110,822.40	$114,878.40	$119,059.20	$123,468.80	$128,024.00	$132,932.80	$137,966.40	$143,249.60	GRADE 17
GRADE 18	$111,779.20	$115,897.60	$120,140.80	$124,550.40	$129,168.00	$133,910.40	$139,027.20	$144,352.00	$149,905.60	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2026 ICCEA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.39	$23.08	$23.81	$24.58	$25.37	$26.29	$27.22	$28.17	$29.23	GRADE 1
GRADE 2	$22.83	$23.56	$24.32	$24.96	$25.91	$26.82	$27.79	$28.79	$29.87	GRADE 2
GRADE 3	$23.42	$24.16	$24.92	$25.73	$26.57	$27.53	$28.49	$29.51	$30.62	GRADE 3
GRADE 4	$24.14	$24.87	$25.71	$26.55	$27.42	$28.40	$29.41	$30.48	$31.62	GRADE 4
GRADE 5	$24.85	$25.66	$26.50	$27.36	$28.29	$29.29	$30.34	$31.44	$32.62	GRADE 5
GRADE 6	$25.68	$26.50	$27.36	$28.30	$29.24	$30.26	$31.38	$32.49	$33.71	GRADE 6
GRADE 7	$26.75	$27.66	$28.56	$29.51	$30.51	$31.57	$32.74	$33.93	$35.20	GRADE 7
GRADE 8	$28.08	$28.98	$29.96	$30.97	$32.00	$33.17	$34.39	$35.65	$36.99	GRADE 8
GRADE 9	$29.56	$30.55	$31.55	$32.63	$33.75	$34.96	$36.26	$37.61	$39.02	GRADE 9
GRADE 10	$32.63	$33.75	$34.90	$36.12	$37.35	$38.75	$40.17	$41.65	$43.21	GRADE 10
GRADE 11	$35.83	$37.09	$38.38	$39.71	$41.10	$42.62	$44.20	$45.86	$47.58	GRADE 11
GRADE 12	$39.38	$40.78	$42.22	$43.72	$45.27	$46.97	$48.71	$50.55	$52.45	GRADE 12
GRADE 13	$43.36	$44.91	$46.49	$48.17	$49.92	$51.80	$53.75	$55.77	$57.86	GRADE 13
GRADE 14	$47.60	$49.29	$51.07	$52.93	$54.87	$56.95	$59.08	$61.32	$63.62	GRADE 14
GRADE 15	$50.37	$52.18	$54.11	$56.06	$58.08	$60.31	$62.59	$64.98	$67.42	GRADE 15
GRADE 16	$52.76	$54.67	$56.67	$58.74	$60.89	$63.22	$65.64	$68.13	$70.68	GRADE 16
GRADE 17	$55.14	$57.16	$59.24	$61.44	$63.70	$66.15	$68.65	$71.28	$73.95	GRADE 17
GRADE 18	$57.67	$59.78	$61.98	$64.27	$66.63	$69.18	$71.83	$74.59	$77.39	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2026 ICCEA ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$46,571.20	$48,006.40	$49,524.80	$51,126.40	$52,769.60	$54,683.20	$56,617.60	$58,593.60	$60,798.40	GRADE 1
GRADE 2	$47,486.40	$49,004.80	$50,585.60	$51,916.80	$53,892.80	$55,785.60	$57,803.20	$59,883.20	$62,129.60	GRADE 2
GRADE 3	$48,713.60	$50,252.80	$51,833.60	$53,518.40	$55,265.60	$57,262.40	$59,259.20	$61,380.80	$63,689.60	GRADE 3
GRADE 4	$50,211.20	$51,729.60	$53,476.80	$55,224.00	$57,033.60	$59,072.00	$61,172.80	$63,398.40	$65,769.60	GRADE 4
GRADE 5	$51,688.00	$53,372.80	$55,120.00	$56,908.80	$58,843.20	$60,923.20	$63,107.20	$65,395.20	$67,849.60	GRADE 5
GRADE 6	$53,414.40	$55,120.00	$56,908.80	$58,864.00	$60,819.20	$62,940.80	$65,270.40	$67,579.20	$70,116.80	GRADE 6
GRADE 7	$55,640.00	$57,532.80	$59,404.80	$61,380.80	$63,460.80	$65,665.60	$68,099.20	$70,574.40	$73,216.00	GRADE 7
GRADE 8	$58,406.40	$60,278.40	$62,316.80	$64,417.60	$66,560.00	$68,993.60	$71,531.20	$74,152.00	$76,939.20	GRADE 8
GRADE 9	$61,484.80	$63,544.00	$65,624.00	$67,870.40	$70,200.00	$72,716.80	$75,420.80	$78,228.80	$81,161.60	GRADE 9
GRADE 10	$67,870.40	$70,200.00	$72,592.00	$75,129.60	$77,688.00	$80,600.00	$83,553.60	$86,632.00	$89,876.80	GRADE 10
GRADE 11	$74,526.40	$77,147.20	$79,830.40	$82,596.80	$85,488.00	$88,649.60	$91,936.00	$95,388.80	$98,966.40	GRADE 11
GRADE 12	$81,910.40	$84,822.40	$87,817.60	$90,937.60	$94,161.60	$97,697.60	$101,316.80	$105,144.00	$109,096.00	GRADE 12
GRADE 13	$90,188.80	$93,412.80	$96,699.20	$100,193.60	$103,833.60	$107,744.00	$111,800.00	$116,001.60	$120,348.80	GRADE 13
GRADE 14	$99,008.00	$102,523.20	$106,225.60	$110,094.40	$114,129.60	$118,456.00	$122,886.40	$127,545.60	$132,329.60	GRADE 14
GRADE 15	$104,769.60	$108,534.40	$112,548.80	$116,604.80	$120,806.40	$125,444.80	$130,187.20	$135,158.40	$140,233.60	GRADE 15
GRADE 16	$109,740.80	$113,713.60	$117,873.60	$122,179.20	$126,651.20	$131,497.60	$136,531.20	$141,710.40	$147,014.40	GRADE 16
GRADE 17	$114,691.20	$118,892.80	$123,219.20	$127,795.20	$132,496.00	$137,592.00	$142,792.00	$148,262.40	$153,816.00	GRADE 17
GRADE 18	$119,953.60	$124,342.40	$128,918.40	$133,681.60	$138,590.40	$143,894.40	$149,406.40	$155,147.20	$160,971.20	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICCEA ANNUAL PAY PLAN 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$23.06	$23.77	$24.52	$25.32	$26.13	$27.08	$28.04	$29.02	$30.11	GRADE 1
GRADE 2	$23.51	$24.27	$25.05	$25.71	$26.69	$27.62	$28.62	$29.65	$30.77	GRADE 2
GRADE 3	$24.12	$24.88	$25.67	$26.50	$27.37	$28.36	$29.34	$30.40	$31.54	GRADE 3
GRADE 4	$24.86	$25.62	$26.48	$27.35	$28.24	$29.25	$30.29	$31.39	$32.57	GRADE 4
GRADE 5	$25.60	$26.43	$27.30	$28.18	$29.14	$30.17	$31.25	$32.38	$33.60	GRADE 5
GRADE 6	$26.45	$27.30	$28.18	$29.15	$30.12	$31.17	$32.32	$33.46	$34.72	GRADE 6
GRADE 7	$27.55	$28.49	$29.42	$30.40	$31.43	$32.52	$33.72	$34.95	$36.26	GRADE 7
GRADE 8	$28.92	$29.85	$30.86	$31.90	$32.96	$34.17	$35.42	$36.72	$38.10	GRADE 8
GRADE 9	$30.45	$31.47	$32.50	$33.61	$34.76	$36.01	$37.35	$38.74	$40.19	GRADE 9
GRADE 10	$33.61	$34.76	$35.95	$37.20	$38.47	$39.91	$41.38	$42.90	$44.51	GRADE 10
GRADE 11	$36.90	$38.20	$39.53	$40.90	$42.33	$43.90	$45.53	$47.24	$49.01	GRADE 11
GRADE 12	$40.56	$42.00	$43.49	$45.03	$46.63	$48.38	$50.17	$52.07	$54.02	GRADE 12
GRADE 13	$44.66	$46.26	$47.88	$49.62	$51.42	$53.35	$55.36	$57.44	$59.60	GRADE 13
GRADE 14	$49.03	$50.77	$52.60	$54.52	$56.52	$58.66	$60.85	$63.16	$65.53	GRADE 14
GRADE 15	$51.88	$53.75	$55.73	$57.74	$59.82	$62.12	$64.47	$66.93	$69.44	GRADE 15
GRADE 16	$54.34	$56.31	$58.37	$60.50	$62.72	$65.12	$67.61	$70.17	$72.80	GRADE 16
GRADE 17	$56.79	$58.87	$61.02	$63.28	$65.61	$68.13	$70.71	$73.42	$76.17	GRADE 17
GRADE 18	$59.40	$61.57	$63.84	$66.20	$68.63	$71.26	$73.98	$76.83	$79.71	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 ICCEA ANNUAL PAY PLAN 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,964.80	$49,441.60	$51,001.60	$52,665.60	$54,350.40	$56,326.40	$58,323.20	$60,361.60	$62,628.80	GRADE 1
GRADE 2	$48,900.80	$50,481.60	$52,104.00	$53,476.80	$55,515.20	$57,449.60	$59,529.60	$61,672.00	$64,001.60	GRADE 2
GRADE 3	$50,169.60	$51,750.40	$53,393.60	$55,120.00	$56,929.60	$58,988.80	$61,027.20	$63,232.00	$65,603.20	GRADE 3
GRADE 4	$51,708.80	$53,289.60	$55,078.40	$56,888.00	$58,739.20	$60,840.00	$63,003.20	$65,291.20	$67,745.60	GRADE 4
GRADE 5	$53,248.00	$54,974.40	$56,784.00	$58,614.40	$60,611.20	$62,753.60	$65,000.00	$67,350.40	$69,888.00	GRADE 5
GRADE 6	$55,016.00	$56,784.00	$58,614.40	$60,632.00	$62,649.60	$64,833.60	$67,225.60	$69,596.80	$72,217.60	GRADE 6
GRADE 7	$57,304.00	$59,259.20	$61,193.60	$63,232.00	$65,374.40	$67,641.60	$70,137.60	$72,696.00	$75,420.80	GRADE 7
GRADE 8	$60,153.60	$62,088.00	$64,188.80	$66,352.00	$68,556.80	$71,073.60	$73,673.60	$76,377.60	$79,248.00	GRADE 8
GRADE 9	$63,336.00	$65,457.60	$67,600.00	$69,908.80	$72,300.80	$74,900.80	$77,688.00	$80,579.20	$83,595.20	GRADE 9
GRADE 10	$69,908.80	$72,300.80	$74,776.00	$77,376.00	$80,017.60	$83,012.80	$86,070.40	$89,232.00	$92,580.80	GRADE 10
GRADE 11	$76,752.00	$79,456.00	$82,222.40	$85,072.00	$88,046.40	$91,312.00	$94,702.40	$98,259.20	$101,940.80	GRADE 11
GRADE 12	$84,364.80	$87,360.00	$90,459.20	$93,662.40	$96,990.40	$100,630.40	$104,353.60	$108,305.60	$112,361.60	GRADE 12
GRADE 13	$92,892.80	$96,220.80	$99,590.40	$103,209.60	$106,953.60	$110,968.00	$115,148.80	$119,475.20	$123,968.00	GRADE 13
GRADE 14	$101,982.40	$105,601.60	$109,408.00	$113,401.60	$117,561.60	$122,012.80	$126,568.00	$131,372.80	$136,302.40	GRADE 14
GRADE 15	$107,910.40	$111,800.00	$115,918.40	$120,099.20	$124,425.60	$129,209.60	$134,097.60	$139,214.40	$144,435.20	GRADE 15
GRADE 16	$113,027.20	$117,124.80	$121,409.60	$125,840.00	$130,457.60	$135,449.60	$140,628.80	$145,953.60	$151,424.00	GRADE 16
GRADE 17	$118,123.20	$122,449.60	$126,921.60	$131,622.40	$136,468.80	$141,710.40	$147,076.80	$152,713.60	$158,433.60	GRADE 17
GRADE 18	$123,552.00	$128,065.60	$132,787.20	$137,696.00	$142,750.40	$148,220.80	$153,878.40	$159,806.40	$165,796.80	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX C-Exempt/Non-Exempt Positions

EXEMPT/NON-EXEMPT POSITIONS - CONFIDENTIAL UNIT

Job Title	Exempt/ Non-Exempt
Human Resources Assistant	Non-exempt
Human Resources Specialist	Non-exempt
Human Resources Director	Exempt
Accounting Manager	Exempt

APPENDIX D-Updated MOU-Military Leave Pool

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Itasca County Confidential Employees' Association to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week. [1] Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted–whichever occurs first. [2]

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[1] No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

[2] The value of the pool will be established by actual count of hours donated and the
actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is $50/hour and Employee B donates 8 hours of vacation and B's pay is $100/hour then the value of the pool is 12 hours with a $1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives $1/hour difference (P makes $9 in the military and $10 at the County) and is gone for 25 work days or 200 work hours, then $200 is taken from the MLP and the MLP new balance is $800.

[3] Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on
the Employee Attendance Record during each year in January or during the occurring month of
donation. To submit donated contribution, complete the Payroll form.[4]

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.[5]

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances[6] must submit written
request with documentation of current military salary to Courthouse or Human Services Payroll. [7]
Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits. [3]

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.[8]

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[4]Payroll will create the necessary forms.

[5]Presumes the MLP is available for future military leaves even after Operating Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

[6]This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

[7]Does the Board want to accept a request from other "immediate family member", how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

[8]Language addresses those who may be on local duty with time available to work.

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supercedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001.

Was signed by: County Board Chair Robert Frick, Coordinator Robert R. Olson, ICCEA President Terry Snyder.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-495

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Employment/Severance Agreement - County Administrator

BOARD ACTION REQUESTED:
Approve the updated Employment/Severance Agreement for the position of County Administrator, which includes changes to benefits to reflect current coverage, salary, and other language.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Employment Agreement - Administrator 2025 Clean DRAFT
2. Employment Agreement - Administrator 2025_Fully Executed

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and, County Administrator (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the County Administrator upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 375A.06, Subd. 1, as amended; and

WHEREAS, based on the training, experience, and administrative qualifications of Brett Skyles**,** he has been appointed the County Administrator by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM AND TITLE OF APPOINTMENT.

The County Administrator is appointed to an indefinite term pursuant to M.S 375A.06 Subd. 1, as amended.

2. DUTIES OF COUNTY ADMINISTRATOR.

Subd. 1. County Board to prescribe.

The County Board shall prescribe the duties of the County Administrator pursuant to M.S 375A.06 Subd. 1, as amended.

Subd. 2. Duties and Responsibilities.

Act as Clerk to the County Board and conduct Board research. This function shall include all statutory responsibilities assigned to the Clerk of the County Board.

Supervise preparation of agenda items for regular and special County Board meetings, including background information, correspondence, and documents to accompany the agenda. Responsible for ensuring that the County Board receives agenda and data in a timely manner.

Attend all meetings of the County Board and recommend actions for adoption as deemed advisable and expedient.

Responsible for administrative oversight of the Itasca County Regional Rail Authority.

Manage all department heads and work closely with elected officials. Provide overall direction, coordination, and evaluation of appointed department heads. Carries out these responsibilities in accordance with the organization's policies, applicable laws and goals. Facilitate coordination of activities with state entities working with the County such as Extension and others.

Work with the County Auditor-Treasurer in preparing, submitting and presenting a proposed annual budget and a long-range capital expenditure program, including detailed estimates of revenue and expenditures; work with the County Auditor-Treasurer in enforcing the provisions of the budget. Develop, prepare, coordinate, supervise and manage short- and long-term capital improvement projects. Prepare and administer budgets and make recommendations regarding the capital improvement needs of the County. Periodically update the five-year capital improvement plan with input from County Departments.

Appoint, suspend and remove, with approval of the County Board, all county personnel whose term appointment or removal is a statutory function of the County Board.

Coordinate special projects directed by the County Board.

Develop and submit recommendations on policy and procedural matters to the County Board on the general affairs of the County. Coordinate, develop, implement, maintain, interpret and enforce administrative Board policies and procedures for all County Departments and services. Ensure compliance with Board directives and actions. Promote open communication with the County Board.

Serves as a voting delegate to the Association of Minnesota Counties.

Coordinate data practices and compliance officer responsible authority.

Administer the County-wide strategic planning process. Recommend and ensure County Board goals and objectives are delivered and carried out by appropriate departments. Periodically evaluate county organization, administration and services in order to promote efficiency, consistency and eliminate duplication of services.

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Coordinate public relations activities through public information and media. Communicate Board policies and procedures to individuals, community groups, organizations and media representatives. Represent the Board at media events, public meetings, civic organizations, and interest groups.

Actively participate in internal County committees, appropriate community activities and local government agencies and professional organizations to promote cooperation and collaboration.

Coordinates County department head meetings, prepares agenda and information.

Negotiate labor contracts and supervise administration of collective bargaining agreements at the direction of the County Board.

Provide supervision and direction to the Administrative Services Department and Facility Management Division.

Regular attendance on the job.

Perform other duties as delegated.

3. OTHER CONDITIONS.

The position of County Administrator is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Courthouse are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the County Administrator shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the County Board. The County Administrator shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The County Administrator shall be subject to at least an annual performance appraisal conducted by the Itasca County Board.

4. SALARY and BENEFITS.

The County Administrator is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived there from, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, retiree health insurance, and holiday pay as outlined in Appendix A and attached to this Agreement. The County Administrator shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

The job evaluation of the County Administrator is pay grade 21 or as determined by job evaluation. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 21, Step 7 which is $117,988 annually effective August 28, 2016. The next increase shall be a step on the anniversary date of the appointment and will be determined by satisfactory performance.

The 2025 salary for the County Administrator position will be $164,349.33.

5. SEVERANCE BENEFIT.

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this paragraph shall commence on the 28th day of August 2016.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform the job duties, the Employee shall receive a lump-sum payment of six months base salary as severance. If the Itasca County Board directs the County Administrator to work during the six- month period, vacation and sick leave shall continue to accrue and insurance benefits continued for the six-month period. The Employer may require the Employee to work during this notice period at its discretion.

The six month base salary severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave/severance fund (see paragraph ahead re: sick leave/severance fund) or accrued vacation leave. No six-month base salary severance payment will be made pursuant to this Agreement in the event the Employee resigns from the position with the Employer. No severance payment of any kind will be made pursuant to this Agreement in the event the Employee is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him/her or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FOR ITASCA COUNTY:

_____
COUNTY ADMINISTRATOR

_____
COUNTY BOARD CHAIR

Revised and approved by the County Board on July 22, 2025.

Appendix A

Benefits

HOLIDAYS – 12 paid holidays and 3 floating holidays. Eligibility for floating holiday days: Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating (or personal) day cannot be carried over to the following year.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Brett's service credit date shall be **October 23, 2000.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Brett's service credit date is **October 23, 2000**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE – The High Deductible Plan (Option 1) $2,100/4,200 (in 2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

In the High Deductible Plans Options 1 & 2 with a Health Savings Account (HSA) the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution into an HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage while the employee is enrolled in the Plan. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

The premium participation for said plans shall be 80 percent by Employer and 20 percent by Employee.

In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present hospital/medical insurance shall be provided.

LIFE INSURANCE

ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be:the Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1,500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care

Savings Plan. An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

As per State statutes, any payment or series of payments made upon termination due to death or disability retirement are not subject to Social Security deductions. However, any severance payments upon termination for any other reason or early retirement payments are subject to Social Security deductions. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

RETIREES HEALTH – Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

SURVIVORS OF RETIREES:
Survivors are entitled to remain covered under the group insurance program as long as premiums are paid. Coverage can be canceled at the option of the survivor at any time; but once canceled, coverage cannot be reinstated. The premiums (100%) for continued coverage are the responsibility of the survivor. Survivors must

maintain Medicare A & B (if eligible) in order to remain covered under the Itasca County medical insurance program.

Personnel who become totally disabled prior to retirement, upon meeting the qualifications for retirement as outlined below, shall be eligible to receive benefits upon receipt of due proof that:

a. the individual has become and remains totally disabled by bodily injury or disease to the extent that s/he is unable to perform any work for compensation or profit or to engage in any business or occupation; and
b. such total disability began while the individual was an employee of Itasca County; and
c. such total disability qualifies under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Board Approval Dates: 8/23/2016; 10/24/2017; 06/12/2018; 6/23/2020; 8/23/22; 6/13/23; 7/22/2025

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT

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The 2025 salary for the County Administrator position will be $164,349.33.

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Subject to the provisions for termination as hereinafter provided, the severance benefit described in this paragraph shall commence on the 28th day of August 2016.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform the job duties, the Employee shall receive a lump-sum payment of six months base salary as severance. If the Itasca County Board directs the County Administrator to work during the six- month period, vacation and sick leave shall continue to accrue and insurance benefits continued for the six-month period. The Employer may require the Employee to work during this notice period at its discretion.

The six month base salary severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave/severance fund (see paragraph ahead re: sick leave/severance fund) or accrued vacation leave. No six-month base salary severance payment will be made pursuant to this Agreement in the event the Employee resigns from the position with the Employer. No severance payment of any kind will be made pursuant to this Agreement in the event the Employee is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him/her or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FOR ITASCA COUNTY:

_____
COUNTY ADMINISTRATOR

_____
COUNTY BOARD CHAIR

Revised and approved by the County Board on July 22, 2025.

Appendix A

Benefits

HOLIDAYS – 12 paid holidays and 3 floating holidays. Eligibility for floating holiday days: Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating (or personal) day cannot be carried over to the following year.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Brett's service credit date shall be **October 23, 2000.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Brett's service credit date is **October 23, 2000**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE – The High Deductible Plan (Option 1) $2,100/4,200 (in 2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

In the High Deductible Plans Options 1 & 2 with a Health Savings Account (HSA) the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution into an HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage while the employee is enrolled in the Plan. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

The premium participation for said plans shall be 80 percent by Employer and 20 percent by Employee.

In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present hospital/medical insurance shall be provided.

LIFE INSURANCE

ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be:the Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1,500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care

Savings Plan. An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

As per State statutes, any payment or series of payments made upon termination due to death or disability retirement are not subject to Social Security deductions. However, any severance payments upon termination for any other reason or early retirement payments are subject to Social Security deductions. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

RETIREES HEALTH – Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

SURVIVORS OF RETIREES:
Survivors are entitled to remain covered under the group insurance program as long as premiums are paid. Coverage can be canceled at the option of the survivor at any time; but once canceled, coverage cannot be reinstated. The premiums (100%) for continued coverage are the responsibility of the survivor. Survivors must

maintain Medicare A & B (if eligible) in order to remain covered under the Itasca County medical insurance program.

Personnel who become totally disabled prior to retirement, upon meeting the qualifications for retirement as outlined below, shall be eligible to receive benefits upon receipt of due proof that:

a. the individual has become and remains totally disabled by bodily injury or disease to the extent that s/he is unable to perform any work for compensation or profit or to engage in any business or occupation; and
b. such total disability began while the individual was an employee of Itasca County; and
c. such total disability qualifies under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Board Approval Dates: 8/23/2016; 10/24/2017; 06/12/2018; 6/23/2020; 8/23/22; 6/13/23; 7/22/2025

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-496

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Employment/Severance Agreement - Health and Human Services Director

BOARD ACTION REQUESTED:
Approve the updated Employment/Severance Agreement for the position of Health and Human Services Director, which includes changes to benefits to reflect current coverage, salary, and other language.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Employment Agreement- HHS Director 2025 Clean DRAFT
2. Employment Agreement- HHS Director 2025_Fully Executed

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and Eric Villeneuve, Health and Human Services Director (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the Health and Human Services Director upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 402.05, Subd. 1A; and

WHEREAS, based on the training, experience, and administrative qualifications of **Eric Villeneuve,** he has been appointed the Health and Human Services Director by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM OF APPOINTMENT.

The Health and Human Services Director is appointed to an indefinite term pursuant to M.S. 402.05, Subd. 1a.

2. DUTIES OF HUMAN SERVICES DIRECTOR.

A. Human Services Board to prescribe.

The Human Services Board (as appointed by the Itasca County Board) shall prescribe the duties of the Health and Human Services Director. Insofar as required by the Human Services Board, the Health and Human Services Director is responsible to the Human Services Board for the proper administration and management of any assigned duty and for these purposes is considered the head of the Human Services Department.

B. Duties and Responsibilities.

The Health and Human Services Director may be assigned any of the following duties and responsibilities:

(i) To manage any or all of the affairs of the Human Services Department which the Itasca County Board has authority to control and which the Itasca County Board has authority to delegate to the Human Services Board;

(ii) To submit to the Human Services Board recommendations concerning the affairs of the Department, its future financial needs, and its offices, divisions, and units as the Health and Human Services Director considers proper;

(iii) To see that all orders, resolutions, and regulations of the Itasca County Board and Human Services Board are faithfully executed;

(iv) To initiate and present a proposed annual budget to the Human Services Board for its review and consideration; and

(v) To serve as Clerk of the Human Services Board;

(vi) Other duties as assigned.

3. OTHER CONDITIONS.

The position of Health and Human Services Director is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Health and Human Services Building are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and the FLSA executive employee definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the Health and Human Services Director shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the Human Services Board. The Health and Human Services Director shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The Health and Human Services Director shall be subject to at least an annual performance appraisal conducted by the Itasca County Board or its designated representative(s).

4. SALARY and BENEFITS.

The Health and Human Services Director is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived therefrom, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, medical pool, and holiday pay as outlined in Appendix A and attached to this Agreement. The Health and Human Services Director shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

The Health and Human Services Director served a six-month probationary period commencing November 1, 2013, through May 1, 2014. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 18, Step 6 which is $46.06 hourly/ $95, 804.22 annually. Based on satisfactory performance, a one step increase was granted at six months. Annual steps on the anniversary date of the appointment will also be based on satisfactory performance.

The 2025 salary for the Health & Human Services Director position will be $149,907.26.

5. SEVERANCE BENEFIT

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this Section 5 shall commence on the 1**st** day of **November,** 2013.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform his duties, the Employee shall receive a severance allowance of **six months** base salary. Vacation and sick leave shall continue to accrue and insurance benefits continued for this six **month** period, if the Itasca County Board directs the Health and Human Services Director to work during the six **month** period. The Employer may require the Employee to work during this notice period at its discretion. If the Health and Human Services Director position is eliminated by action of State or Federal Government beyond the control of the Itasca County Board, then the severance allowance referred to in this paragraph shall not be payable.

This severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave fund or accrued vacation leave.

No severance payment will be made pursuant to this Agreement in the event the Employee resigns from his position with the Employer or is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

The Health and Human Services Director shall give sixty (60) days' advance notice of voluntary resignation or retirement. The period of advance notice may be modified or waived upon mutual agreement between the Health and Human Services Director and the Itasca County Board.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, this agreement shall become effective on the date of final execution

_____
HEALTH AND HUMAN SERVICES DIRECTOR

DATE:_____

ATTEST: _____
CASEY VENEMA, BOARD CHAIRPERSON
DATE:_____

ATTEST: _____
BRETT SKYLES, COUNTY ADMINISTRATOR

DATE:_____

Revised and approved by the County Board on July 22, 2025.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Appendix A

Benefits

Holiday:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day
	3 Floating Holidays

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

Vacation

As vacation is earned, it shall be recorded on an hourly basis and may be used as it is earned. Eric Villeneuve shall be allowed to carry over vacation accrued since his first date of employment (as of May 16, 2002) with Itasca County. For purposes of vacation accrual only, Eric's service credit date will be May 16, 2002.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours prior to December 31st, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Employee shall earn 1.847 hours of bonus vacation for each pay period that the beginning balance of his sick leave is 600 hours or greater.

The Employee shall be paid for any accumulated vacation credit upon termination of employment for any cause.

Sick Time - Sick leave shall be earned at the rate of 3.693 hours per pay period in which at least 40 hours have been worked. Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Eric Villeneuve shall be allowed to carry over any sick

leave accrued since his first date of employment (May 16, 2002) with Itasca County. For purposes of sick leave accrual only, his service credit date will be May 16, 2002.

Bereavement Leave - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of one hundred fifty (150) miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

Severance - Upon termination of employment prior to, on, or subsequent to the normal retirement date, the Health and Human Services Director shall allocate as Severance Pay seventy (70%) percent of his accumulated but unused sick leave. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. For the purposes of severance, the service credit date of May 16, 2002 will be used.

The Health and Human Services Director will not receive severance pay if: he has less than five years of continuous service, from his original hire date of May 16, 2002, with Itasca County, or he is terminated by the Employer for cause.

Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner not to exceed five years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

There is no severance cap for Eric Villeneuve, based on the ICCEA MOU dated 5-15-2012 regarding such).

Health Insurance:

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible, both with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Options 1 & 2 of the High Deductible Plans, the Employer will pay 80% of the annual deductible, via a contribution to an HSA, on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Employment Agreement – Health & Human Services Director.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be, the High Deductible Plan (Option1) $2,100/$4,200 (in 2025) Deductible or the High Deductible Plan (Option2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will

automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted.

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining thirty (30%) balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

The employee must have a minimum of ten (10) years of service with Itasca County to be eligible for County payment toward hospital, and medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

The maximum County payment for retirement group insurance premiums shall not exceed $20,000 (based on the ICCEA MOU dated 5/15/2012 regarding such).

Life Insurance - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance

and employee elected additional insurance will terminate upon the employee leaving employment.

Dental - Upon completing 1040 hours of service, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent.

The premium participation shall be: The Employer shall pay the full single premium and eighty (80) percent of the dependents' cost of said insurance. The Employee shall pay twenty (20) percent of the dependents' cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period

The maximum annual benefit is $1,500 per person.

Employer Obligation Limited - The parties agree that any description of insurance benefits contained in this agreement are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier

Post Health Care Savings Plan - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Administration of all benefits shall be in accordance with the Itasca County Policy Manual, or, if the Policy should be abolished, then in accordance with the ongoing practice of Itasca County.

Board Approval Dates: 10/24/17; 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22; 6/13/23; 7/22/2025

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Memorandum of Understanding (MOU)

This MOU is agreed to between Itasca County and the Itasca County Confidential Employees' Association, ICCEA, to enter into an agreement relative to caps on severance pay and retirement health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 for severance and not for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and not capped for retiree health insurance.

X is not capped in Local 1626 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 1452 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 639 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is capped in Local 639 for severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and is not capped for retiree health insurance.

X is not capped in Local 580 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in AEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in ICEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the

employee will be allowed to keep the higher cap limit. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 at $10,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $20,000 retiree health insurance.

X is capped in Local 1452 at $20,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $20,000 severance and $20,000 retiree health insurance.

X is capped in Local 639 at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

X is capped in Local 639 at $10,000 severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and is not capped for retiree health insurance.

X is capped in Local 580 at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

X is capped in Local 580 at $20,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $20,000 severance and $20,000 retiree health insurance.

X is capped in AEA at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for $10,000 severance and $10,000 retiree health insurance.

X is capped in ICEA at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

Exceptions to this MOU based on previous agreements and circumstances are outlined in Attachment B.

Employees who have already transferred to ICCEA that now have a higher cap or are uncapped based upon this MOU are outlined in Attachment C.

This MOU supersedes any agreements in conflict with this MOU.

Future grievances stemming from this MOU are barred.

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The effective date of this MOU shall be 05/15/2012 (date of the last party to approve the MOU) and covers current and future employees coming into ICCEA from another bargaining unit.

COUNTY OF Itasca County
By**: *Signature on file in HR**
Catherine McLynn
County Board Chair

By: ***Signature on file in HR**
Trish Klein
Administrator

Itasca County Confidential Employees' Association
By: ***Signature on file in HR**
Its:_____

By:_____
Its:_____

ITASCA COUNTY
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Attachment A
05/02/2012
The present-day cba language regarding caps in the units is listed below for reference.

01/01/2007-12/31/2009; extended thru 12/31/2012
ICEA p. 8 Sec 8.5 D and page 14 section 11 and ICCEA p. 8 Sec 8.5 D and page 14 section 11
For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 1626 p. 10
For employees hired after ratification of the 1994-1996 contract which was ratified on 11/08/1994, the maximum County payment for the 70% dollar value of an employee's accumulated unusued sick leave (severance pay) shall be $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of ane mployee's accumulated unusued sick leave which is used for the employee's share of dependent group health insurance premium.

For employees hired after January 1, 2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $20,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
AEA p. 27
16.12 For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 580 , Article XVIII. Group Insurance Benefits, Section B. Coverage, II. Group Hospital and Medical Insurance, Retired Employees
(12) For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed $10,000 (per Art. IX, Sec. D and Art. XVIII, Sec. B, II) and the maximum County payment for retirement group insurance premiums shall not exceed $10,000. For Public Health nurses hired before January 1, 1994, the maximum County payment for severance shall not exceed $20,000 and the maximum County payment for retirement group insurance premiums shall not exceed $20,000.

01/01/2007-12/31/2009
Local 639 AND for Local 639A p. 13 & 14

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For employees hired after ratification of the 1994 - 1996 contract (08/23/1994), the maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $10,000. (That is, 75% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 25% dollar value of an employee's accumulated unused sick leave which is used for the employee's share of dependent group health insurance premium.

Local 639 AND for Local 639A p. 24
4.211 For employees hired after January 1, 1998, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 1452 p. 9
For employees hired after January 1, 2000, the maximum County payment for severance shall be $20,000 and the maximum County payment for retiree health insurance premiums shall be $20,000.

ITASCA COUNTY
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Attachment B-ICCEA
-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had $10,000 severance SL cap and $20,000 retiree health cap;

Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA $10,000 severance SL cap and $10,000 retiree health cap.

Effective 07/11/2005 promoted to a job in ICCEA.

No letter to him but found in interview questions at the end, **"Employees transferring from a bargaining unit into the ICCEA may carry over accumulated service credit for application to fringe benefits. Seniority Date would change in the new unit. You would need to successfully complete a six month probation, and after successful completion of the six month probation, a step increase would be awarded. Thereafter, annual increases shall be awarded, if and where applicable. Longevity is awarded in ICCEA; funeral leave is deducted from sick leave; and there will be no cap on severance as you are not a newly hired employee."**

Was told NO CAP ON SEVERANCE—must honor! Eric Villeneuve has no cap on his severance based upon this previous agreement which exists in the Administrative Services Department personnel file.

ITASCA COUNTY
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Attachment C-ICCEA

-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had $10,000 severance SL cap and $20,000 retiree health cap; Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA $10,000 severance SL cap and $10,000 retiree health cap. Effective 07/11/2005 promoted to a job in ICCEA.

Based upon this MOU, Eric Villeneuve has a $20,000 retiree health cap in ICCEA. Eric Villeneuve has no cap on his severance based upon a previous agreement which exists in the Administrative Services Department personnel file (See Attachment B).

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and Eric Villeneuve, Health and Human Services Director (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the Health and Human Services Director upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 402.05, Subd. 1A; and

WHEREAS, based on the training, experience, and administrative qualifications of **Eric Villeneuve,** he has been appointed the Health and Human Services Director by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM OF APPOINTMENT.

The Health and Human Services Director is appointed to an indefinite term pursuant to M.S. 402.05, Subd. 1a.

2. DUTIES OF HUMAN SERVICES DIRECTOR.

A. Human Services Board to prescribe.

The Human Services Board (as appointed by the Itasca County Board) shall prescribe the duties of the Health and Human Services Director. Insofar as required by the Human Services Board, the Health and Human Services Director is responsible to the Human Services Board for the proper administration and management of any assigned duty and for these purposes is considered the head of the Human Services Department.

B. Duties and Responsibilities.

The Health and Human Services Director may be assigned any of the following duties and responsibilities:

(i) To manage any or all of the affairs of the Human Services Department which the Itasca County Board has authority to control and which the Itasca County Board has authority to delegate to the Human Services Board;

(ii) To submit to the Human Services Board recommendations concerning the affairs of the Department, its future financial needs, and its offices, divisions, and units as the Health and Human Services Director considers proper;

(iii) To see that all orders, resolutions, and regulations of the Itasca County Board and Human Services Board are faithfully executed;

(iv) To initiate and present a proposed annual budget to the Human Services Board for its review and consideration; and

(v) To serve as Clerk of the Human Services Board;

(vi) Other duties as assigned.

3. OTHER CONDITIONS.

The position of Health and Human Services Director is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Health and Human Services Building are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and the FLSA executive employee definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the Health and Human Services Director shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the Human Services Board. The Health and Human Services Director shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The Health and Human Services Director shall be subject to at least an annual performance appraisal conducted by the Itasca County Board or its designated representative(s).

4. SALARY and BENEFITS.

The Health and Human Services Director is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived therefrom, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, medical pool, and holiday pay as outlined in Appendix A and attached to this Agreement. The Health and Human Services Director shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

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The Health and Human Services Director served a six-month probationary period commencing November 1, 2013, through May 1, 2014. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 18, Step 6 which is $46.06 hourly/ $95, 804.22 annually. Based on satisfactory performance, a one step increase was granted at six months. Annual steps on the anniversary date of the appointment will also be based on satisfactory performance.

The 2025 salary for the Health & Human Services Director position will be $149,907.26.

5. SEVERANCE BENEFIT

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this Section 5 shall commence on the 1**st** day of **November,** 2013.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform his duties, the Employee shall receive a severance allowance of **six months** base salary. Vacation and sick leave shall continue to accrue and insurance benefits continued for this six **month** period, if the Itasca County Board directs the Health and Human Services Director to work during the six **month** period. The Employer may require the Employee to work during this notice period at its discretion. If the Health and Human Services Director position is eliminated by action of State or Federal Government beyond the control of the Itasca County Board, then the severance allowance referred to in this paragraph shall not be payable.

This severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave fund or accrued vacation leave.

No severance payment will be made pursuant to this Agreement in the event the Employee resigns from his position with the Employer or is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

The Health and Human Services Director shall give sixty (60) days' advance notice of voluntary resignation or retirement. The period of advance notice may be modified or waived upon mutual agreement between the Health and Human Services Director and the Itasca County Board.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, this agreement shall become effective on the date of final execution

Eric Villeme
HEALTH AND HUMAN SERVICES DIRECTOR

DATE: 7.23.2025

ATTEST: _____
CASEY VENEMA, BOARD CHAIRPERSON
DATE: 7.22.2025

ATTEST: _____
BRETT SKYLES, COUNTY ADMINISTRATOR

DATE: 7.22.2025

Revised and approved by the County Board on July 22, 2025.

ITASCA COUNTY
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Appendix A

Benefits

Holiday:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day
	3 Floating Holidays

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

Vacation

As vacation is earned, it shall be recorded on an hourly basis and may be used as it is earned. Eric Villeneuve shall be allowed to carry over vacation accrued since his first date of employment (as of May 16, 2002) with Itasca County. For purposes of vacation accrual only, Eric's service credit date will be May 16, 2002.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours prior to December 31st, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Employee shall earn 1.847 hours of bonus vacation for each pay period that the beginning balance of his sick leave is 600 hours or greater.

The Employee shall be paid for any accumulated vacation credit upon termination of employment for any cause.

Sick Time - Sick leave shall be earned at the rate of 3.693 hours per pay period in which at least 40 hours have been worked. Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Eric Villeneuve shall be allowed to carry over any sick

leave accrued since his first date of employment (May 16, 2002) with Itasca County. For purposes of sick leave accrual only, his service credit date will be May 16, 2002.

Bereavement Leave - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of one hundred fifty (150) miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

Severance - Upon termination of employment prior to, on, or subsequent to the normal retirement date, the Health and Human Services Director shall allocate as Severance Pay seventy (70%) percent of his accumulated but unused sick leave. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. For the purposes of severance, the service credit date of May 16, 2002 will be used.

The Health and Human Services Director will not receive severance pay if: he has less than five years of continuous service, from his original hire date of May 16, 2002, with Itasca County, or he is terminated by the Employer for cause.

Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner not to exceed five years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

There is no severance cap for Eric Villeneuve, based on the ICCEA MOU dated 5-15-2012 regarding such).

Health Insurance:

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible, both with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Options 1 & 2 of the High Deductible Plans, the Employer will pay 80% of the annual deductible, via a contribution to an HSA, on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Employment Agreement – Health & Human Services Director.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be, the High Deductible Plan (Option1) $2,100/$4,200 (in 2025) Deductible or the High Deductible Plan (Option2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will

automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted.

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining thirty (30%) balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

The employee must have a minimum of ten (10) years of service with Itasca County to be eligible for County payment toward hospital, and medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

The maximum County payment for retirement group insurance premiums shall not exceed $20,000 (based on the ICCEA MOU dated 5/15/2012 regarding such).

Life Insurance - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance

and employee elected additional insurance will terminate upon the employee leaving employment.

Dental - Upon completing 1040 hours of service, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent.

The premium participation shall be: The Employer shall pay the full single premium and eighty (80) percent of the dependents' cost of said insurance. The Employee shall pay twenty (20) percent of the dependents' cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period

The maximum annual benefit is $1,500 per person.

Employer Obligation Limited - The parties agree that any description of insurance benefits contained in this agreement are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier

Post Health Care Savings Plan - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Administration of all benefits shall be in accordance with the Itasca County Policy Manual, or, if the Policy should be abolished, then in accordance with the ongoing practice of Itasca County.

Board Approval Dates: 10/24/17; 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22; 6/13/23; 7/22/2025

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Memorandum of Understanding (MOU)

This MOU is agreed to between Itasca County and the Itasca County Confidential Employees' Association, ICCEA, to enter into an agreement relative to caps on severance pay and retirement health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 for severance and not for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and not capped for retiree health insurance.

X is not capped in Local 1626 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 1452 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 639 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is capped in Local 639 for severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and is not capped for retiree health insurance.

X is not capped in Local 580 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in AEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in ICEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the

employee will be allowed to keep the higher cap limit. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 at $10,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $20,000 retiree health insurance.

X is capped in Local 1452 at $20,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $20,000 severance and $20,000 retiree health insurance.

X is capped in Local 639 at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

X is capped in Local 639 at $10,000 severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and is not capped for retiree health insurance.

X is capped in Local 580 at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

X is capped in Local 580 at $20,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $20,000 severance and $20,000 retiree health insurance.

X is capped in AEA at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for $10,000 severance and $10,000 retiree health insurance.

X is capped in ICEA at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

Exceptions to this MOU based on previous agreements and circumstances are outlined in Attachment B.

Employees who have already transferred to ICCEA that now have a higher cap or are uncapped based upon this MOU are outlined in Attachment C.

This MOU supersedes any agreements in conflict with this MOU.

Future grievances stemming from this MOU are barred.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

The effective date of this MOU shall be 05/15/2012 (date of the last party to approve the MOU) and covers current and future employees coming into ICCEA from another bargaining unit.

COUNTY OF Itasca County
By: ***Signature on file in HR**
Catherine McLynn
County Board Chair

By: ***Signature on file in HR**
Trish Klein
Administrator

Itasca County Confidential Employees' Association
By: ***Signature on file in HR**
Its:_____

By:_____
Its:_____

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Attachment A
05/02/2012
The present-day cba language regarding caps in the units is listed below for reference.

01/01/2007-12/31/2009; extended thru 12/31/2012
ICEA p. 8 Sec 8.5 D and page 14 section 11 and ICCEA p. 8 Sec 8.5 D and page 14 section 11
For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 1626 p. 10
For employees hired after ratification of the 1994-1996 contract which was ratified on 11/08/1994, the maximum County payment for the 70% dollar value of an employee's accumulated unusued sick leave (severance pay) shall be $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of ane mployee's accumulated unusued sick leave which is used for the employee's share of dependent group health insurance premium.

For employees hired after January 1, 2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $20,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
AEA p. 27
16.12 For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 580 , Article XVIII. Group Insurance Benefits, Section B. Coverage, II. Group Hospital and Medical Insurance, Retired Employees
(12) For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed $10,000 (per Art. IX, Sec. D and Art. XVIII, Sec. B, II) and the maximum County payment for retirement group insurance premiums shall not exceed $10,000. For Public Health nurses hired before January 1, 1994, the maximum County payment for severance shall not exceed $20,000 and the maximum County payment for retirement group insurance premiums shall not exceed $20,000.

01/01/2007-12/31/2009
Local 639 AND for Local 639A p. 13 & 14

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

For employees hired after ratification of the 1994 - 1996 contract (08/23/1994), the maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $10,000. (That is, 75% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 25% dollar value of an employee's accumulated unused sick leave which is used for the employee's share of dependent group health insurance premium.

Local 639 AND for Local 639A p. 24
4.211 For employees hired after January 1, 1998, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 1452 p. 9
For employees hired after January 1, 2000, the maximum County payment for severance shall be $20,000 and the maximum County payment for retiree health insurance premiums shall be $20,000.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Attachment B-ICCEA
-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had $10,000 severance SL cap and $20,000 retiree health cap;

Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA $10,000 severance SL cap and $10,000 retiree health cap.

Effective 07/11/2005 promoted to a job in ICCEA.

No letter to him but found in interview questions at the end, **"Employees transferring from a bargaining unit into the ICCEA may carry over accumulated service credit for application to fringe benefits. Seniority Date would change in the new unit. You would need to successfully complete a six month probation, and after successful completion of the six month probation, a step increase would be awarded. Thereafter, annual increases shall be awarded, if and where applicable. Longevity is awarded in ICCEA; funeral leave is deducted from sick leave; and there will be no cap on severance as you are not a newly hired employee."**

Was told NO CAP ON SEVERANCE—must honor! Eric Villeneuve has no cap on his severance based upon this previous agreement which exists in the Administrative Services Department personnel file.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Attachment C-ICCEA

-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had $10,000 severance SL cap and $20,000 retiree health cap; Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA $10,000 severance SL cap and $10,000 retiree health cap. Effective 07/11/2005 promoted to a job in ICCEA.

Based upon this MOU, Eric Villeneuve has a $20,000 retiree health cap in ICCEA. Eric Villeneuve has no cap on his severance based upon a previous agreement which exists in the Administrative Services Department personnel file (See Attachment B).

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-497

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Fringe Benefits - County Engineer

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits for the position of County Engineer, which includes changes to benefits to reflect current coverage, salary, and other language.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - County Engineer 2025 Clean DRAFT

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

FRINGE BENEFITS COUNTY ENGINEER

The following fringe benefits for the County Engineer is effective June 1, 2023, until declared otherwise by the Itasca County Board.

The 2025 salary for the County Engineer position will be $149,907.26.

Karin Grandia has served a six-month probationary period and upon the successful completion and performance review of the six months, a step increase was granted.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day
	3 Floating Holidays

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Effective 1/1/17:

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

For purposes of vacation accrual, Karin's service credit date shall be **August 11, 2003.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation. For purposes of sick leave accrual, Karin's service credit date shall be **August 11, 2003.**

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – County Engineer document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide

equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE

A. ACTIVE EMPLOYEES: The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

DENTAL INSURANCE - Upon successful completion of the employee's probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent=s cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required probationary period, or during an open enrollment period.

The maximum annual benefit is $1,500 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

An employee will not receive severance pay if: he has less than 5 years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee' option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

WORK HOURS - The appointed positions are full time positions and shall require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed

employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Date: 10/11/2016/ 10/24/2017/ 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22; 7/22/2025

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-498

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Fringe Benefits - Probation Department Director

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits for the position of Probation Department Director, which includes changes to benefits to reflect current coverage, salary, and other language.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - Probation Department Director 2025 Clean DRAFT

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

The following fringe benefits for the Probation Department Director is effective June 1, 2023.

Kevin Glass will serve a twelve-month probationary period. Upon the successful completion of the probationary period and performance evaluation a step increase will be granted. The salary grade will align with the Itasca County Managers Association pay scale at a Grade 14.

The 2025 salary for the Probation Department Director position will be $118,733.26.

HOLIDAYS - The following are paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas
3 Floating Holidays (8 hours per holiday)

Initial employment probationary employees will be eligible for 1 floating holiday as of: date of hire, May 1st and September 1st. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

If on December 31, an employee has an accumulation in excess of 248 hours, the excess hours will be converted to a contribution to their HCSP unless the employee has a Waiver of Participation then the hours in excess are forfeited. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, service credit date for Kevin Glass shall be **April 17, 2023.**

SICK TIME – Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked. Sick leave may be used during the probationary period.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation.

BEREAVEMENT LEAVE - Bereavement leave time can be used in case of death in the immediate family up to 24 hours. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents, and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. Coverage shall commence at the beginning date of employment upon completion of the necessary enrollment process.

2. Employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after an authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

3. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

4. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

5. High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both with a Health Savings Account (HSA) Plan, shall be the health insurance coverage. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be

indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 or 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

6. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

7. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within this Fringe Benefits document.

B. Retired Employees

1. Health coverage provided for retirees shall be the High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) (both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the

county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward health insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

The maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE - The County will provide and pay the entire premium for group life insurance in the amount of $25,000 that will include Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer-provided insurance and employee-elected additional insurance will terminate upon the employee leaving employment.

FLEXIBLE SPENDING ACCOUNTS- The County may provide flexible spending account programs. Employees may elect to participate on an annual basis.

DENTAL INSURANCE - Upon the first day of the month following the hire date, and provided all necessary enrollment processes have been completed, the Employer will provide dental insurance. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost. The employee shall pay 20% of the dependent's cost.

The maximum annual benefit is $1,500 per person.

POST HEALTH CARE SAVINGS PLAN – Participation in the Post Health Care Savings Plan (HCSP), will begin after 1 year of employment on their anniversary date of hire, or the very next pay period. Employee contribution shall be 2% of their regular wages earned during the biweekly pay period (excluding severance payout).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Waiver of Participation - You may opt out of the HCSP if you are:

- eligible for TRICARE retiree benefits;
  Please note*:* to apply for a waiver, you must already have obtained 20 years of military service and therefore, are either currently eligible for TRICARE retiree benefits or eligible for TRICARE retiree benefits in the future

- eligible for V.A. medical benefits due to a service-connected disability

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's HCSP unless the employee has a Waiver of Participation from the Post HCSP then the 30% balance is forfeited. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's HCSP after all regular pay has been paid out.

An employee will not receive severance pay if:

- The employee has less than 5 years of continuous service with Itasca County; or
- The employee is terminated by the Employer for cause.

Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee' option, in one lump sum

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

The maximum County payment for severance shall not exceed $10,000.

WORK HOURS - The appointed positions are full-time positions and shall require full-time efforts of the Employee. The general office hours are 8:00AM until 4:30PM, Monday through Friday, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract. This is an appointed/at-will position. Pursuant to the Minnesota Judicial Branch Policy and Minn. Stat. 244.19, County Probation Directors serve at the pleasure of the court and in all other aspects are County employees including discipline and discharge.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-499

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Fringe Benefits - County Surveyor

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits for the position of County Surveyor, which includes changes to benefits to reflect current coverage, salary, and other language.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - County Surveyor 2025 Clean DRAFT

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

FRINGE BENEFITS--COUNTY SURVEYOR

The following fringe benefits for the County Surveyor is effective June 1, 2023, until declared otherwise by the Itasca County Board.

Guy Carlson will serve a six-month probationary period beginning on August 9, 2016, and upon the successful completion and performance review of the six months, a step increase will be granted. Annual step increases on the anniversary date of the appointment will also be based on satisfactory performance.

The 2025 salary for the County Surveyor position will be $123,244.99.

HOLIDAYS – The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

Effective 1/1/16:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Indigenous Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Eve Day
13. Christmas Day

Effective 6/1/23:

New Year’s Day
Martin Luther King Day
President’s Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
3 Floating Holidays

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st, and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. **Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Guy's service credit date shall be **June 22, 1992.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Guy Carlson's service credit date is **June 22, 1992**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible, via a contribution to HSA, on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – County Surveyor document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is

exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

Guy Carlson is promoted from a position covered by ICEA in which he IS NOT capped for purposes of retiree health insurance (based on ICEA MOU dated 5-11-2012).

LIFE INSURANCE

A. ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: the Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1500.00 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan.

An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, or if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed five (5) years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

Guy Carlson is promoted from a position covered by ICEA in which he IS NOT capped for purposes of severance and is NOT capped for purposes of retiree health insurance. Therefore, he will remain uncapped for purposes of severance and retiree health insurance (based on ICEA MOU dated 5-11-2012).

WORK HOURS

Appointed positions are considered full time and require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Dates. 10/11/2016; 10/24/2017; 12/18/2018; 6/23/2020; 8/23/22; 7/22/2025

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-500

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Fringe Benefits - Veterans Service Officer

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits for the position of Veterans Service Officer, which includes changes to benefits to reflect current coverage, salary, and other language.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - VSO 2025 Clean DRAFT

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

FRINGE BENEFITS VETERANS SERVICE OFFICER

The following fringe benefits for the Veterans Service Officer is effective July 29, 2024, until declared otherwise by the Itasca County Board.

John Prepodnik will serve a six-month probationary period and upon the successful completion and performance review of the six months, a step increase will be granted.

The 2025 salary for the Veterans Service Officer position will be $74,545.54.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	3 Floating Holidays
Labor Day	

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Effective 1/1/17:

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

For purposes of vacation accrual, the service credit date shall be **July 29, 2024.**

SICK TIME - New employees on probation may accrue and use their sick time immediately upon hire. Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation. For purposes of sick leave accrual, the service credit date shall be **July 29, 2024.**

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental

insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions moving forward. Employees who are discharged for cause shall forfeit all rights to Employer contributions moving forward.

6. The High Deductible Plan (Option 1) $2,100/$4,200 (in2025) Deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – VSO document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee’s rights as provided by state and federal statutes relating to their health and welfare

insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) deductible or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE

A. ACTIVE EMPLOYEES: The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

DENTAL INSURANCE - The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date under Delta Dental Plan of Minnesota or its equivalent.

The maximum annual benefit is $1,500 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Teamsters 320-Supervisors pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

An employee will not receive severance pay if: he has less than 5 years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee' option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

WORK HOURS - The appointed positions are full time positions and shall require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Date: 07/23/24; 7/22/2025

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-480

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
One-Day Liquor License Date Change

BOARD ACTION REQUESTED:
Approve date change for One Day Liquor License for Forward Health Foundation that was approved by the board on July 1, 2025. The new date for the event is August 14, 2025. The event will be held at Malbay Estate Reception located at 31122 Malbay Rd, Cohasset, MN 55721 located in Unorganized 56-26.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-490

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
New On-Sale, Sunday Liquor Licenses

BOARD ACTION REQUESTED:
Approve new On-Sale, Sunday Sales Liquor Licenses for Blueberry Hills Golf Course, Inc, dba Blueberry Hills Golf Course located at 44510 Golf Course Road, Deer River, MN 56636 for the period of August 1, 2025 to December 31, 2025.

BACKGROUND:
Blueberry Hills Golf Course, Inc. dba Blueberry Hills Golf Course is owned by Jordan and Nicole Osse. Blueberry Hills Golf Course currently has 2025 Wine License with Strong Beer authorization and would like to switch to On-Sale with Sunday Sales licenses.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Resolution Township Approval ON-sale - Blueberry

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

ITASCA COUNTY

TOWNSHIP RESOLUTION

FOR ON/OFF-SALE INTOXICATING LIQUOR LICENSE

The Township Supervisors of Deer River Township

Township, Itasca County, Minnesota at a meeting held on the

20th day of February, 2025, do hereby

adopt a Resolution approving/consenting the application of

Blueberry Hills Golf Course, Inc. to sell **ON/OFF-SALE**

(Licensee Name)

INTOXICATING LIQUOR at the establishment know as,

Blueberry Hills Golf Course, Inc.

(Business Name)

Chairman Signature: _____ Date: 2-20-2025

Clerk Signature: Cindy Sherwin Date: 2-20-2025

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-493

DEPARTMENT: Health & Human Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
Application - Opioid Epidemic Response Services Grant

BOARD ACTION REQUESTED:
Approve Public Health submitting an application for the Opioid Epidemic Response Services grant.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. OERS grant RBA 7.17.25
2. Documentation to Establish Financial Stability
3. Exceptions to Terms and Conditions
4. Responder Information and Declarations
5. Medicaid Covered Services
6. Documentation to Establish Financial Stability_SIGNED
7. Exceptions to Terms and Conditions_SIGNED
8. Responder Information and Declarations_SIGNED
9. Medicaid Covered Services

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
NAYS:	Larry Hopkins

Board Action Requested

Itasca County Public Health requests the board's approval to submit an application for up to $700,000 in response to the Minnesota Department of Human Services/Behavioral Health Division's RFP to Provide Opioid Epidemic Response Services. These funds will be used to expand and enhance the continuum of care for people experiencing opioid-related substance use disorder in Itasca County and services would be provided by Mission Restart. Itasca County would be the fiscal host. Public Health requests approval to submit the grant and the County Administrator to sign the required documents.

Background

The Opioid Epidemic Response Advisory Council, in conjunction with the Minnesota Department of Human Services, through its Behavioral Health Division, is seeking Request of Proposals from qualified responders to provide a range of services aimed at addressing the opioid epidemic in Minnesota. These services include prevention and harm reduction for opioid use disorder, workforce development and training on opioid addiction treatment, expansion and enhancement of the continuum of care for opioid-related substance use disorders, and chronic pain management and alternative treatments.

This grant prioritizes reaching underserved and hard-to-reach populations with the greatest need for services, including racially diverse communities such as American Indians and tribal communities, African American, East African, and other populations experiencing disparities by race, geographic location, and justice involvement but would serve all residents in Itasca County.

The anticipated term for any resulting contract is three and a half years, from January 1, 2026, to June 30, 2029, with the potential for the state to extend the contract up to a total of five years.

Clear Form

DEPARTMENT OF HUMAN SERVICES

DHS-7896-ENG 1-24

Documentation to Establish Financial Stability – Grants

RESPONDER/COMPANY NAME

Itasca County

It is the policy of the State of Minnesota (State) to make grants to organizations that are sufficiently financially stable to carry out the purpose of the grant.

The information collected in response to this form will be used in State's determination of the award of the contract and is mandated by Minnesota law. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If a Responder does not provide the requested financial information prior to grant contract execution upon State's request as indicated below, the Proposal will be found nonresponsive and given no further consideration. If a Responder's submission in response to this component does not demonstrate its financial stability, Responder may fail this requirement and be disqualified from further consideration. State reserves the right to request any additional information to assure itself of a Responder's financial reliability. In order to comply with this requirement, the documents identified will need to be submitted in response to the State's request before the grant contract agreement is fully executed.

All grantees as defined in Minn. Stat. §16B.981, subd. 1 (c) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award of $50,000 and higher. Select the option below that applies to Responder's organization. State will contact the Responder and request the indicated documentation upon its determination that Responder is a finalist in the solicitation process.

1. Nongovernmental Organizations

Responders must establish their financial stability consistent with the Office of Grants Management Policy 08-06 by submitting the indicated documentation upon State's request.

1. Was Responder required to submit a 990 or 990-EZ for Responder organization's last fiscal year?
   ◯ Yes ◯ No
2. If Responder is exempt from filing or the organization has been in business for less than one year, please describe the internal controls Responder has over business expenditures and outcomes of the grant funds, if awarded. Examples of internal controls include, but are not limited to: documented policies and procedures; segregation of duties such as having different staff who enter receivables versus those who post payments; using a payroll system; requiring usernames and passwords, along with appropriate levels of access to systems; supervisor review and approval of payments and timecards; and other internal controls, including but not limited to those listed in the RFP, to ensure compliance with laws and regulations and safeguard use of grant funds.
3. Is Responder a charitable organization that made over $750,000 in the last fiscal year and was required to have an audited financial statement per Minn. Stat. § 309.53?
   ◯ Yes ◯ No
4. Non-profit grant applicants may be required to submit the following documents upon State's request, as applicable to the organization and as required by Minn. Stat. 16B.981, subd. 2(2) and 2(5) as part of the pre-award risk assessment:

- Most recent 990 or Form 990-EZ filed with the IRS
- If not in existence long enough or not required to file Form 990, Form 990 EZ or most recent audit, the nonprofit grant applicant must:
  - Demonstrate exemption – i.e., Provide a copy of the IRS determination letter
  - Submit the most recent set of board-reviewed (or managing group if applicable) financial statements
- Most recent audit as required, under Section 309.53, subd. 3.

2. Governmental Organizations

Responders that have either 1) had an audit in the last year by the State Auditor or an outside auditing firm or 2) meet the requirements of the Single Audit Act are not required to submit financial statements under this section. State reserves the right to request financial information to assure itself of a governmental organization's financial status.

3. For-Profit Organizations

Please answer the following questions and certify the following:

1. Has the for-profit entity filed its most recent state and federal tax returns?

◯ Yes ◯ No

2. If Responder has been in business less than a year, please describe the internal controls Responder has over business expenditures and outcomes of the grant funds, if awarded. Examples of internal controls include but are not limited to: documented policies and procedures; segregation of duties such as having different staff who enter receivables versus those who post payments, using a payroll system, requiring usernames and passwords along with appropriate levels of access to systems, supervisor review and approval of payments and timecards, and other internal controls, including but not limited to those listed in the RFP, to ensure compliance with laws and regulations and safeguard use of grant funds.

DESCRIBE

3. Asset lien disclosure:

◯ Responder does not have any liens on assets

◯ Responder does have liens on assets: Please describe the assets and associated liens below:

DESCRIBE

4. Certify not under bankruptcy proceedings:

By signing this form, Responder certifies that the business is not under bankruptcy proceedings.

5. For-profit business Responders may be required to submit the appropriate documents upon State's request, pursuant to Minn. Stat. § 16B.981, subd. 3 as part of the pre-award risk assessment:

- Most recent federal and state tax returns
- Current financial statements

4. Supplemental Documentation

Responders concerned that their most recent IRS Form 990 does not demonstrate their organization's fiscal responsibility may supplement their Proposal with any of the additional material described in section 3.5(a)(1) above.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject an organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

By signing this statement, Responder certifies that all information provided is true, correct, and reliable and that all indicated financial documentation will be provided to State upon State's request.

SIGNATURE	PRINTED NAME	
	Brett Skyles	
TITLE	PHONE NUMBER	DATE
Administrator	218-327-7363	



For accessible formats of this information or assistance with additional equal access to human services, write to DHS.info@state.mn.us, call 651-431-3612, or use your preferred relay service. ADA1 (2-18)

Clear Form

DEPARTMENT OF HUMAN SERVICES

DHS-7019-ENG 6-21

Exceptions to Terms and Conditions Form – Grant RFP

A responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM AN RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification that 1) affords the responder taking the exception a competitive advantage over other responders, or 2) gives the state something significantly different than the state requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to state terms and conditions (including those found in the attached sample contract in the appendix, if any. Reference the actual number of the state's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the responder must sign and date this form and submit it as part of their proposal. (Add additional pages if necessary.)

RESPONDER NAME

Term and condition number/provision	Explanation of exception

Term and condition number/provision	Explanation of exception

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

SIGNATURE	DATE

PRINTED NAME	TITLE

Clear Form

DEPARTMENT OF HUMAN SERVICES

DHS-7020-ENG 1-24

Responder Information/Declarations Form – Grant RFP

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award, and the Responder is competent to provide all the services set forth in its proposal. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. **Non-Collusion Certification.**

1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
2. The contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

D. **Organizational Conflicts of Interest.** State grant policy requires that steps and procedures are in place to prevent organizational conflicts of interest per 08-01 Conflict of Interest in State Grant-Making Policy. To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

1. A Responder is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties; or
2. The Responder's objectivity in performing the grant contract work is or might be otherwise impaired due to competing duties or loyalties.

If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.

In cases where a conflict of interest is in question, discovered, or disclosed, the Responders or grantees will be notified and given an opportunity to respond. Based on a review of the response and relevant facts, one or more of the following actions may be pursued:

- revising the grant work plan or grantee duties to mitigate the risk,
- requesting the grant applicant to submit an organizational conflict of interest mitigation plan,
- disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

E. **Certification Regarding Lobbying.** For State of Minnesota contracts and grants over $100,000 that will use (or may potentially use) any amount of federal funds to pay for all or part of the work under the contract, the undersigned certifies, to the best of the undersigned's knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

F. **Subcontractors.** Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.

G. **Parent companies or affiliates.** If there is a reasonable expectation that the responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and comptroller general of the United States. If, at any time after a proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within 10 working days after forming the relationship.

H. **Performance Capacity:** Please respond to these questions as required by Minn. Stat. § 16B.981, subd. 2(1):

a) Describe Responder's history of performing the work that will be funded by the grant:

- This includes describing the organization's current staffing, current budget and grant capacity requirements related to the deliverables as set forth in the RFP.

DESCRIBE

b) Has Responder been awarded or have an active grant from the Minnesota Department of Human Services in the past 5 years?

◯ Yes ◯ No

I. **No Felony Financial Crime:** Minn. Stat. § 16B.981, subd. 2(6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used.

By signing this form, Responder warrants that no current principal of Responder's organization has been convicted of a felony financial crime in the last 10 years. **Upload or attach an organizational chart or list of principals to Responder's Proposal for whom Responder is certifying.**

J. **Evidence of Good Standing:** Potential grantees must certify that the organization has a status of "In Good Standing" with the Secretary of State as required by Minn. Stat. § 16B.981, subd. 2(3) and as part of the response to this RFP.

Is your organization (for-profit or nonprofit) registered with the Secretary of State and have a status of "In Good Standing"?

◯ Yes ◯ No

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above and that all information is true and correct.

COMPANY NAME		TITLE OF RFP	
SIGNATURE			DATE
PRINTED NAME		TITLE	
PHONE NUMBER	EMAIL ADDRESS		



For accessible formats of this information or assistance with additional equal access to human services, write to DHS.info@state.mn.us, call 651-431-3612, or use your preferred relay service. ADA1 (2-18)

APPENDIX I – Medicaid Covered Services Compliance Statement

By submitting this grant proposal, the applicant organization certifies that all proposed activities, services, and budget expenditures have been thoroughly reviewed and do not duplicate, supplant, or violate the approved scope of services covered by Minnesota's Medicaid reimbursable treatment services, such as those listed in 245G.07 or reimbursable services listed within 245F.

The applicant affirms that no grant funds awarded will be utilized to pay for any services, treatments, equipment, supplies, or other costs that are already covered and reimbursable under Minnesota's Medicaid program policies and fee schedules. Please note that this does not exclude eligible vendors from applying for grant funds (i.e., inpatient or outpatient SUD treatment providers)

The applicant understands that intentionally misrepresenting proposed activities, services, or budgeted costs in order to secure grant funding for Medicaid-covered services constitutes fraud and may result in termination of the grant award, recovery of funds, and potential civil/criminal penalties.

The applicant agrees to provide any additional documentation, information, or clarification requested by grant program administrators to verify compliance with this Medicaid covered services requirement both during the proposal review process and over the course of the grant performance period if awarded.

By signing below, the authorized representative of the applicant organization certifies compliance with this statement:

Printed Name: Brett Skyles

Title: Administrator

Signature:

Date:

This compliance statement puts the onus on the applicant organization to attest that their proposal does not violate Medicaid covered service rules. Some key elements:

- Explicit certification that activities don't duplicate Medicaid services
- Acknowledgment that grant funds cannot pay for Medicaid covered costs
- Warning about fraud implications of misrepresentation
- Agreement to provide documentation/verification as requested
- Official signature by authorized representative binding the organization

Having applicants formally agree to a compliance statement upfront establishes the requirements clearly and can enable enforcement actions if violated.

DEPARTMENT OF HUMAN SERVICES

DHS-7896-ENG 1-24

Documentation to Establish Financial Stability – Grants

RESPONDER/COMPANY NAME

Itasca County

It is the policy of the State of Minnesota (State) to make grants to organizations that are sufficiently financially stable to carry out the purpose of the grant.

The information collected in response to this form will be used in State's determination of the award of the contract and is mandated by Minnesota law. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If a Responder does not provide the requested financial information prior to grant contract execution upon State's request as indicated below, the Proposal will be found nonresponsive and given no further consideration. If a Responder's submission in response to this component does not demonstrate its financial stability, Responder may fail this requirement and be disqualified from further consideration. State reserves the right to request any additional information to assure itself of a Responder's financial reliability. In order to comply with this requirement, the documents identified will need to be submitted in response to the State's request before the grant contract agreement is fully executed.

All grantees as defined in Minn. Stat. §16B.981, subd. 1 (c) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award of $50,000 and higher. Select the option below that applies to Responder's organization. State will contact the Responder and request the indicated documentation upon its determination that Responder is a finalist in the solicitation process.

1. Nongovernmental Organizations

Responders must establish their financial stability consistent with the Office of Grants Management Policy 08-06 by submitting the indicated documentation upon State's request.

1. Was Responder required to submit a 990 or 990-EZ for Responder organization's last fiscal year?
   ◯ Yes ◯ No
2. If Responder is exempt from filing or the organization has been in business for less than one year, please describe the internal controls Responder has over business expenditures and outcomes of the grant funds, if awarded. Examples of internal controls include, but are not limited to: documented policies and procedures; segregation of duties such as having different staff who enter receivables versus those who post payments; using a payroll system; requiring usernames and passwords, along with appropriate levels of access to systems; supervisor review and approval of payments and timecards; and other internal controls, including but not limited to those listed in the RFP, to ensure compliance with laws and regulations and safeguard use of grant funds.
3. Is Responder a charitable organization that made over $750,000 in the last fiscal year and was required to have an audited financial statement per Minn. Stat. § 309.53?
   ◯ Yes ◯ No
4. Non-profit grant applicants may be required to submit the following documents upon State's request, as applicable to the organization and as required by Minn. Stat. 16B.981, subd. 2(2) and 2(5) as part of the pre-award risk assessment:

   - Most recent 990 or Form 990-EZ filed with the IRS
   - If not in existence long enough or not required to file Form 990, Form 990 EZ or most recent audit, the nonprofit grant applicant must:
     - Demonstrate exemption – i.e., Provide a copy of the IRS determination letter
     - Submit the most recent set of board-reviewed (or managing group if applicable) financial statements
   - Most recent audit as required, under Section 309.53, subd. 3.

2. Governmental Organizations

Responders that have either 1) had an audit in the last year by the State Auditor or an outside auditing firm or 2) meet the requirements of the Single Audit Act are not required to submit financial statements under this section. State reserves the right to request financial information to assure itself of a governmental organization's financial status.

3. For-Profit Organizations

Please answer the following questions and certify the following:

1. Has the for-profit entity filed its most recent state and federal tax returns?

◯ Yes ◯ No

2. If Responder has been in business less than a year, please describe the internal controls Responder has over business expenditures and outcomes of the grant funds, if awarded. Examples of internal controls include but are not limited to: documented policies and procedures; segregation of duties such as having different staff who enter receivables versus those who post payments, using a payroll system, requiring usernames and passwords along with appropriate levels of access to systems, supervisor review and approval of payments and timecards, and other internal controls, including but not limited to those listed in the RFP, to ensure compliance with laws and regulations and safeguard use of grant funds.

DESCRIBE

3. Asset lien disclosure:

◯ Responder does not have any liens on assets

◯ Responder does have liens on assets: Please describe the assets and associated liens below:

DESCRIBE

4. Certify not under bankruptcy proceedings:

By signing this form, Responder certifies that the business is not under bankruptcy proceedings.

5. For-profit business Responders may be required to submit the appropriate documents upon State's request, pursuant to Minn. Stat. § 16B.981, subd. 3 as part of the pre-award risk assessment:

- Most recent federal and state tax returns
- Current financial statements

4. Supplemental Documentation

Responders concerned that their most recent IRS Form 990 does not demonstrate their organization's fiscal responsibility may supplement their Proposal with any of the additional material described in section 3.5(a)(1) above.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject an organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

By signing this statement, Responder certifies that all information provided is true, correct, and reliable and that all indicated financial documentation will be provided to State upon State's request.

SIGNATURE	PRINTED NAME		
	Brett Skyles		
TITLE		PHONE NUMBER	DATE
Administrator		218-327-7363	7.22.2025



For accessible formats of this information or assistance with additional equal access to human services, write to DHS.info@state.mn.us, call 651-431-3612, or use your preferred relay service. ADA1 (2-18)

DEPARTMENT OF HUMAN SERVICES

DHS-7019-ENG 6-21

Exceptions to Terms and Conditions Form – Grant RFP

A responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM AN RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification that 1) affords the responder taking the exception a competitive advantage over other responders, or 2) gives the state something significantly different than the state requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to state terms and conditions (including those found in the attached sample contract in the appendix, if any. Reference the actual number of the state's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the responder must sign and date this form and submit it as part of their proposal. (Add additional pages if necessary.)

RESPONDER NAME
Itasca County

Term and condition number/provision	Explanation of exception
NONE	

Term and condition number/provision	Explanation of exception

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

SIGNATURE	DATE
	7.22.2025
PRINTED NAME	TITLE
Brett Skyles	Administrator

DEPARTMENT OF HUMAN SERVICES

DHS-7020-ENG 1-24

Responder Information/Declarations Form – Grant RFP

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award, and the Responder is competent to provide all the services set forth in its proposal. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. **Non-Collusion Certification.**

1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
2. The contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

D. **Organizational Conflicts of Interest.** State grant policy requires that steps and procedures are in place to prevent organizational conflicts of interest per 08-01 Conflict of Interest in State Grant-Making Policy. To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

1. A Responder is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties; or
2. The Responder's objectivity in performing the grant contract work is or might be otherwise impaired due to competing duties or loyalties.

If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.

In cases where a conflict of interest is in question, discovered, or disclosed, the Responders or grantees will be notified and given an opportunity to respond. Based on a review of the response and relevant facts, one or more of the following actions may be pursued:

- revising the grant work plan or grantee duties to mitigate the risk,
- requesting the grant applicant to submit an organizational conflict of interest mitigation plan,
- disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

E. **Certification Regarding Lobbying.** For State of Minnesota contracts and grants over $100,000 that will use (or may potentially use) any amount of federal funds to pay for all or part of the work under the contract, the undersigned certifies, to the best of the undersigned's knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

F. **Subcontractors.** Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.

G. **Parent companies or affiliates.** If there is a reasonable expectation that the responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and comptroller general of the United States. If, at any time after a proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within 10 working days after forming the relationship.

H. **Performance Capacity:** Please respond to these questions as required by Minn. Stat. § 16B.981, subd. 2(1):

a) Describe Responder's history of performing the work that will be funded by the grant:

- This includes describing the organization's current staffing, current budget and grant capacity requirements related to the deliverables as set forth in the RFP.

DESCRIBE

Itasca County has a history of collaboration with local and regional partners to address the opioid epidemic. In 2020, the county received a three-year grant from the US Department of Justice to help undertake this critical work. The county continues to collaborate with a ride range of partners in relation to the opioid epidemic, has a stable budget, and has the staff capacity to undertake the proposed project.

b) Has Responder been awarded or have an active grant from the Minnesota Department of Human Services in the past 5 years?

(●) Yes ( ) No

I. **No Felony Financial Crime:** Minn. Stat. § 16B.981, subd. 2(6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used.

By signing this form, Responder warrants that no current principal of Responder's organization has been convicted of a felony financial crime in the last 10 years. **Upload or attach an organizational chart or list of principals to Responder's Proposal for whom Responder is certifying.**

J. **Evidence of Good Standing:** Potential grantees must certify that the organization has a status of "In Good Standing" with the Secretary of State as required by Minn. Stat. § 16B.981, subd. 2(3) and as part of the response to this RFP.

Is your organization (for-profit or nonprofit) registered with the Secretary of State and have a status of "In Good Standing"?

(•) Yes ( ) No

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above and that all information is true and correct.

COMPANY NAME	TITLE OF RFP	
Itasca County	Opioid Epidemic Response Services	
SIGNATURE		DATE
		7.22.2025
PRINTED NAME	TITLE	
Brett Skyles	Administrator	
PHONE NUMBER	EMAIL ADDRESS	
218-327-7363	brett.skyles@co.itasca.mn.us	



For accessible formats of this information or assistance with additional equal access to human services, write to DHS.info@state.mn.us, call 651-431-3612, or use your preferred relay service. ADA1 (2-18)

APPENDIX I – Medicaid Covered Services Compliance Statement

By submitting this grant proposal, the applicant organization certifies that all proposed activities, services, and budget expenditures have been thoroughly reviewed and do not duplicate, supplant, or violate the approved scope of services covered by Minnesota's Medicaid reimbursable treatment services, such as those listed in 245G.07 or reimbursable services listed within 245F.

The applicant affirms that no grant funds awarded will be utilized to pay for any services, treatments, equipment, supplies, or other costs that are already covered and reimbursable under Minnesota's Medicaid program policies and fee schedules. Please note that this does not exclude eligible vendors from applying for grant funds (i.e., inpatient or outpatient SUD treatment providers)

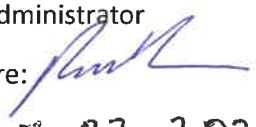
The applicant understands that intentionally misrepresenting proposed activities, services, or budgeted costs in order to secure grant funding for Medicaid-covered services constitutes fraud and may result in termination of the grant award, recovery of funds, and potential civil/criminal penalties.

The applicant agrees to provide any additional documentation, information, or clarification requested by grant program administrators to verify compliance with this Medicaid covered services requirement both during the proposal review process and over the course of the grant performance period if awarded.

By signing below, the authorized representative of the applicant organization certifies compliance with this statement:

Printed Name: Brett Skyles

Title: Administrator

Signature: 

Date: 1-22-2025

This compliance statement puts the onus on the applicant organization to attest that their proposal does not violate Medicaid covered service rules. Some key elements:

- Explicit certification that activities don't duplicate Medicaid services
- Acknowledgment that grant funds cannot pay for Medicaid covered costs
- Warning about fraud implications of misrepresentation
- Agreement to provide documentation/verification as requested
- Official signature by authorized representative binding the organization

Having applicants formally agree to a compliance statement upfront establishes the requirements clearly and can enable enforcement actions if violated.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-486

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Bonding Resolution - 2025

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Bridge Bonding (Revised 7/16/2025).

BACKGROUND:
Periodically we must update the bridge bonding resolution for various reasons, such as the addition or completion of projects, change of year of construction, etc. The resolution is required by MnDOT as one of the first steps in obtaining bridge bonding funds from the State.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION: None

07/22/2025

RESULT:	**PULLED FROM AGENDA**

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

RESOLUTION

RE: BRIDGE BONDING (REVISED 7/16/2025)

WHEREAS, Itasca County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government,

WHEREAS, Itasca County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five (5) years;

NOW, THEREFORE BE IT RESOLVED that the following bridges are high priority and Itasca County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number and Name	Crossing	LPI	Total Project Cost	Township or State Bridge Funds Requested	Federal Funds	Local or State Aid Funds	Proposed Const. Year
7026	CR 439	Split Hand Creek	45	$700,000	$625,000		$75,000	2026
7027	CSAH 68	Split Hand Creek	46	$750,000	$350,000		$400,000	2026
7146	CSAH 17	Pokegama Lake	58	$1,450,000	$550,000		$900,000	2027
92970	CR 533	Deer River	57	$800,000	$700,000		$100,000	2027
31507	CSAH 71	Swan River	52	$1,200,000	$400,000		$800,000	2028
31522	CSAH 40	Bigfork	73	$1,600,000	$800,000		$800,000	2028
31504	CSAH 69	Swan River	60	$900,000	$450,000		$450,000	2029
88215	CR 254	Rice River	59	$900,000	$450,000		$450,000	2029

88246	CSAH 80	BNSR RR	46	$1,000,000	$500,000		$500,000	2030
31520	CSAH 7	Prairie River	61	$1,400,000	$700,000		$700,000	2030
31502	CSAH 32	Popple River	68	$1,000,000	$500,000		$500,000	2030

FURTHERMORE, Itasca County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Itasca County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-154

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

BACKGROUND:
The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/22/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-189

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

BOARD ACTION REQUESTED:
To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

Congratulations to Timothy Francisco who was promoted from Help Desk Technician to IT Data Analyst in the MIS Department, which was effective July 6, 2025.

Congratulations to Mandy Windorski who was promoted from HR Specialist to HR Director in the Human Resources Department which was effective July 6, 2025.

Congratulations to Emilie Rondeau who transferred from Eligibility Specialist to Accounting Technician with the Health and Human Services Department, which was effective July 6, 2025.

Congratulations to Mary Bodin who transferred from Administrative Support in Veterans Services Office to Social Worker in the Health and Human Services department, which was effective July 13, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/22/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-489

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Employee Recognition - Continuous Years of Service

BOARD ACTION REQUESTED:
To recognize County employees who have moved into a new benchmark recognition category during 2024 for continuous years of service.

BACKGROUND:
The Employee Recognition Program was launched in 1992 with the approval of the County Board. The Employee Recognition Program is recognition for the employees' service to Itasca County. The program provides for a time when the County Board and department managers formally express appreciation to employees for their contribution to the successful operations of Itasca County government. Letters of appreciation will be distributed to the employees via the department manager.

COUNTY ATTORNEY REVIEW: N/A

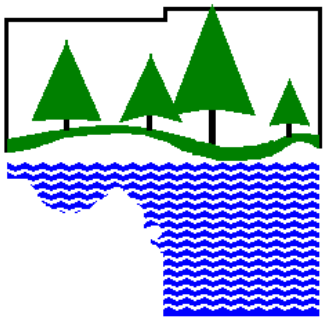
SUPPORTING DOCUMENTATION:
1. Employee Recognition for year 2024

07/22/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY

Human Resources
123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2836 Fax (218) 327-7382



Human Services:

Stephanie Longmore	25 years
Sarah Anderson	25 years
Michelle Johnson	20 years
Cara Scott	15 years
Tammi Alm	15 years
Wendy Mathews	15 years
Melissa Koski	10 years
Holly Buescher	10 years
Teresa Anderson	10 years
Kim Pluff	10 years
Brianna Roberts	10 years
Leah Martinetto	10 years
Mathew Alstad	5 years
Tanya Smith	5 years
Quinn Haggen	5 years
Lynn Cochran	5 years
Rebecca Tillma	5 years
Amber Silliman	5 years
Roberta Hansen	5 years

Veteran Service Dept:

Michelle Nelson	15 years

Sheriff Dept:

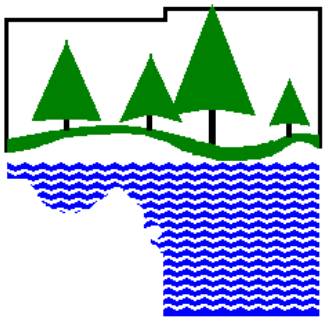
Leeha Gustafson	25 years
Robert LeClair	20 years
Chad Latvala	10 years
Jeremy Hanson	10 years
Kyle Bonestell	10 years
Dylan McBride	5 years
Jackson Purdie	5 years
Linette Welshinger	5 years
Lisa Evans	5 years
Justin Derickson	5 years
Kathy Derickson	5 years

Land:

Adam Olson	25 years

ITASCA COUNTY

Human Resources
123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2836 Fax (218) 327-7382



Transportation:

Don Warwas	30 years
David Mueller	25 years
Rachel Metelak	15 years
Jacob Lindgren	10 years
Tyler Kasper	10 years
Scott Smith	10 years
John Meyers	10 years
Greg Chambers	10 years
Andrew Elj	10 years
Dustin Nelson	5 years
Richard Herrick	5 years
Matthew Voight	5 years
Brian Hopkins	5 years
Jacob Neumayer	5 years
Ross Burt	5 years
Ryan Johnson	5 years

MIS:

Justin Whirley	10 years
Jason Chamberlain	10 years

Surveyor:

Jeffrey Braaten	25 years

Probation:

Brenda Simonson	30 years
Tianna Carlson	15 years

Environment:

Greg Stolz	10 years

Recorder:

Tarryn Steele	10 years
Alissa Riehle	5 years

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-83

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of July 23, 2025, in the amount of $1,139,948.99.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-111

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
ICHHS Warrants

BOARD ACTION REQUESTED:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for July 2025, in the amount of $1,371,735.78.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. July 2025 Board Report

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744
Hearing Impaired Number TDD: 218-327-5549
218-327-2941
Visit us at : www.co.itasca.mn.us

July 2025

Income Maint/Admin Payments	$	208,529.25
Social Services - Waivers	$	14,742.74
Social Services - Non-Waivers	$	698,642.75
Foster Care/Out of Home/FamilySupport	$	380,255.92
Relative Custody/Preventive Placement Costs/Incidentals	$	10,777.02
Public Health	$	57,358.11
Community Health Board	$	1,429.99
Total	$	1,371,735.78

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

July 2025
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison

	Actual 2025	Actual 2024	Actual 2023	Actual 2022	Actual 2021 (COVID Yr)
January	407,984.28	358,655.03	481,711.66	433,150.76	375,450.87
February	419,438.58	392,553.96	553,117.21	348,631.48	276,036.33
March	360,646.28	406,513.25	549,963.91	390,198.68	470,336.10
April	503,076.21	490,023.47	519,051.04	552,814.60	327,746.28
May	486,088.00	499,374.53	438,535.58	487,698.28	435,540.15
June	419,736.48	358,348.53	563,762.89	585,853.92	453,742.31
July	380,255.92	424,373.46	429,881.33	400,212.87	295,647.79
August		381,991.86	482,732.73	484,467.08	406,809.83
September		471,425.74	397,517.32	499,454.00	351,501.34
October		465,927.89	445,148.34	596,946.77	253,884.89
November		384,937.51	510,070.44	361,433.79	424,163.31
December		422,698.84	383,715.02	510,726.16	280,089.95
Total	2,977,225.75	5,056,824.07	5,755,207.47	5,651,588.39	4,350,949.15

Child Protection Statistics

	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	34	8	24%	4	50%
February	117	27	23%	7	26%
March	94	32	34%	6	19%
April	86	25	29%	6	24%
May	108	35	32%	4	11%
June	105	25	24%	5	20%
July	68	29	43%	7	24%
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	612	181	30%	39	22%
			average		average
2024	472	191	40%	80	42%
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%
2021 (COVID Yr)	522	343	67%	95	28%

July 2025

Out of Home Placement Payments by Vendor

		Rate		Invoices Paid
North Homes	-	$175 - $573/day		$ 95,124
The Bridge Residential Facility	-	$255/day		$ 54,825
Bar None	-	$559/day		$ 31,356
Northwood	-	$294-$441/day		$ 29,772
Lutheran Social Services	-	$148-$366/day		$ 18,722
Snyders/Foundation for Life	-	$200/day		$ 18,000
Nexus	-	$296 - $556/day		$ 13,400
Little Sand Group Home	-	$394/day		$ 12,622
Northstar	-	$200/day		$ 12,000
Heartland Girls Ranch	-	$249 - $359/day		$ 10,780
Village Ranch	-	$249 - $318/day		$ 9,460
Lighthouse	-	$200/day		$ 6,000
Dungarvin	-	$35/day		$ 3,169
180 Degrees Inc	-	$500 - $566/day		$ -
Anoka County Juvenile Center	-	$395/day		$ -
Arrowhead Juvenile Center	-	$286/day		$ -
Crow Wing Community Serv	-	$295/day		$ -
Dakota County Juvenile Serv	-	$325 - $340/day		$ -
East Central Regional Juvenile	-	$375/day		$ -
Fond Du Lac Foster Care	-	$40 - $90/day		$ -
MCF - Redwing	-	$260/day		$ -
MN Dept of Corrections	-	$269/day		$ -
New Trails Group Home	-	$331/day		$ -
Northwestern MN Juvenile	-	$260-$372/day		$ -
Peace House	-	$115/day		$ -
Port Group Homes	-	$381/day		$ -
Prairie Lakes Youth Program	-	$209 - $410/day		$ -
Volunteers of America	-	$330 - $590/day		$ -
West Central Juvenile Center	-	$300 - $595/day		$ -
Woodland Hills	-	$290 - $331/day		$ -
Individuals*	-	$21 - $121/day		$ 65,026
Total				**$ 380,256**

*Individuals : Includes Foster Care & Family Support Programs

July 2025
North Homes & Northwestern Placement Breakdown

North Homes

	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	9,003.33	3,858.57	11,009.65	19,134.09	4,287.30	6,296.10	53,589.04
Feb	9,175.49	10,800.81	11,890.36	9,789.64	-	6,443.04	48,099.34
Mar	-	-	-	-	-	-	-
Apr	8,391.12	20,628.17	22,630.04	11,508.29	-	13,395.04	76,552.66
May	-	1,048.89	11,506.80	34,544.20	9,723.63	8,903.40	65,726.92
Jun	-	-	-	-	-	12,542.20	12,542.20
Jul	40,094.53	2,315.15	11,890.36	10,504.04	22,688.47	7,631.40	95,123.95
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	66,664.47	38,651.59	68,927.21	85,480.26	36,699.40	55,211.18	351,634.11

Northwestern

		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		25,175.95	14,602.00	12,936.00	-		52,713.95
Feb		19,530.00	9,525.00	20,770.00	-		49,825.00
Mar		18,585.00	10,725.00	33,547.25	-		62,857.25
Apr		39,690.00	19,500.00	26,506.89	-		85,696.89
May		49,770.00	32,500.00	6,365.00			88,635.00
Jun		58,854.99	23,402.00	11,260.00			93,516.99
Jul		-	-	-			-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	211,605.94	110,254.00	111,385.14	-	-	433,245.08

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-487

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Special Election Contract with ISD 317

BOARD ACTION REQUESTED:
Approve the contract between Itasca County and ISD 317 for Election Services and authorize the necessary signatures.

BACKGROUND:
Upon the fully executed agreement, we will be able to begin their November 4, 2025 Special Election with a clear understanding of each entity's responsibilities.

Note, any stautor obligation that the County has shall be met even if we are still negotiating said contract.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Contract Itasca County Election Services July 2025
2. Itasca County Contract Services with ISD 317_FULLY SIGNED

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

Docusign Envelope ID: 8BF38204-5885-46FA-97CF-C62A5C3A96EE

Contract Between Itasca County and
ISD #317 Deer River Public Schools
For Election Services

This is a contract between the County of Itasca ("County") and ISD #317 Deer River Public Schools ("School District") for the provision of election services by Itasca County.

I. Scope and Duration of Contract

This contract applies to election related activities for the elections to be held on November 4, 2025. This contract becomes effective upon execution by all parties and shall continue in effect through November 30, 2025, or such date when all activities under the agreement have been completed, whichever is later.

II. Contract Renewal and Termination

This contract may be renewed by written consent of the County and School District.
This contract shall automatically terminate on November 30, 2025 or on the date that all election related activites from the November 4, 2025 election are completed.

The County may terminate this contract, in whole or in part, if the School District materially fails to comply with any term of the contract, with ten days written notice to the School District.

III. County Responsibilities

A. Fulfill all County and shared County-School District obligations set forth in Exhibit 1, "Deer River School Special Election Calendar;
B. Coordinate all School District special election activities;
C. Assist as needed in drafting election notices for timely publication, posting;
D. Supply election forms, supplies and other related materials;
E. Administer absentee voting;
F. Coordinate absentee ballot board activities;
G. Operate, test, demonstrate, and provide technical support for all electronic voting systems;
H. Coordinate election specific coding/programming services for voting system memory cards, ballot layout, and ballot printing;
I. Conduct preliminary and public accuracy tests of voting systems for all precincts;
J. Assist with configuration and coordination of combined polling place(s), including appointment and assignment of election and ballot board judges for courthouse use, subject to final approval of the School District;
K. Provide voting information and results reporting web content for School District and County websites.
L. Prepare and provide to the School District public maps of School District precinct boundaries and combined polling places if requested at the School District's expense;
M. Provide list of trained election judges for each polling location for appointment by the School Board;
N. Provide pickup times to School District for election materials, ballots, voting stations and electronic voting systems to each polling location;
O. Compile and report election results and election statistics to the appropriate canvassing boards and the public; and
P. Coordinate and conduct recount if needed.

IV. School District Responsibilities

A. Fulfill all School District and shared County-School District obligations set forth in Exhibit 1, "Deer River School Special Election Calendar;
B. Designate two School District staff as the exclusive contacts for execution of this agreement;
C. Authorize Itasca County to coordinate programming, layout and printing of ballots with appropriate vendors;

Docusign Envelope ID: 8BF38204-5885-46FA-97CF-C62A5C3A96EE

D. Provide the title and text in electronic format for School District questions and/or candidates and offices to be placed on the ballot;
E. Designate polling locations pursuant to Minnesota Statutes 204B.16 and 205A.11;
F. Provide final approval of the ballot;
G. Provide authorization for the use of an absentee ballot board pursuant to MS 203B.121;
H. Appoint and pay trained election judges from lists provided by Itasca County; Notify County of selected judges & head judge for each location; notify precincts when equipment/supplies are available for pickup at county office.
I. Allow coordination of School District and County websites for election information, voting information, and results reporting;
J. The School District shall not alter voting information and results reporting web content provided;
K. Prepare and publish, post or mail required election notices, including mailing notice of combined special election polling place when required by Minnesota Statutes 205A.11, Subd. 2a;
L. Responsible for damage or theft to any voting system or ballot box;
M. Conduct official canvass of election results following School District election;
N. Retain final election records for at least 22 months following each election;
O. Retain permanent record of final election results;

V. Insurance

During the term of this contract, the School District will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The School District is responsible for any deductible under its policy. Each party hereby waives and releases the other parties, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties except as otherwise provided in this Clause V.

VI. Indemnification

Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the School District Attorney shall advise the School District on election-related matters. In addition, the School District's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The School District shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the School District for special election services shall include costs for administrative services plus all related variable costs for ballots, programming, absentee voting supplies, postage, rosters, mailing labels, polling place forms and supplies, travel expenses, and any other supplies and copies used for the special election.

The School District is responsible for direct payment of all election judge salaries and expenses related to School District elections.

Docusign Envelope ID: 8BF38204-5885-46FA-97CF-C62A5C3A96EE

IX. Recount Expenses

The School District will be responsible for any additional costs resulting from recounts related to this special election in additional to the costs identified in this agreement.

X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties agree and accept the terms herein described.

COUNTY OF ITASCA	ISD # 317 DEER RIVER PUBLIC SCHOOLS
By: _____	By: Floyd Langseth
COUNTY BOARD CHAIR	SCHOOL DISTRICT BOARD CHAIR
Dated: _____	Dated: 7-14-25
By: _____	By: Pam Thompson
COUNTY ADMINISTRATOR	CLERK OF THE SCHOOL DISTRICT BOARD
Dated: _____	Dated: 7-14-25
APPROVED	APPROVED
By: _____	By: Signed by: kristi Hastings 08F2FDECE1674AF...
COUNTY ATTORNEY	SCHOOL DISTRICT ATTORNEY
Dated: _____	Dated: 7/16/2025
By: _____	

Docusign Envelope ID: 8BF38204-5885-46FA-97CF-C62A5C3A96EE

COUNTY AUDITOR

Dated: _____

Docusign Envelope ID: 8BF38204-5885-46FA-97CF-C62A5C3A96EE

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For Election Services

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The County may terminate this contract, in whole or in part, if the School District materially fails to comply with any term of the contract, with ten days written notice to the School District.

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B. Coordinate all School District special election activities;
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D. Supply election forms, supplies and other related materials;
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F. Coordinate absentee ballot board activities;
G. Operate, test, demonstrate, and provide technical support for all electronic voting systems;
H. Coordinate election specific coding/programming services for voting system memory cards, ballot layout, and ballot printing;
I. Conduct preliminary and public accuracy tests of voting systems for all precincts;
J. Assist with configuration and coordination of combined polling place(s), including appointment and assignment of election and ballot board judges for courthouse use, subject to final approval of the School District;
K. Provide voting information and results reporting web content for School District and County websites.
L. Prepare and provide to the School District public maps of School District precinct boundaries and combined polling places if requested at the School District's expense;
M. Provide list of trained election judges for each polling location for appointment by the School Board;
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O. Retain permanent record of final election results;

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All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties agree and accept the terms herein described.

COUNTY OF ITASCA

By: _____
COUNTY BOARD CHAIR
Dated: 7-22-2025

By: _____
COUNTY ADMINISTRATOR
Dated: 7-22-2025

ISD # 317
DEER RIVER PUBLIC SCHOOLS

By: _____
SCHOOL DISTRICT BOARD CHAIR
Dated: 7-14-25

By: _____
CLERK OF THE SCHOOL DISTRICT BOARD
Dated: 7-14-25

APPROVED

By: _____
COUNTY ATTORNEY
Dated: 7/23/2025

By: _____

APPROVED

By: Signed by: kristi Hastings 08F2FDECE1674AF...
SCHOOL DISTRICT ATTORNEY
Dated: 7/16/2025

Docusign Envelope ID: 8BF38204-5885-46FA-97CF-C62A5C3A96EE

COUNTY AUDITOR

Dated: 7/23/2026

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-122

DEPARTMENT: Health & Human Services
TIME REQUESTED: 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:
Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/22/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-483

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
PERA Police and Fire Police Officer Declaration

BOARD ACTION REQUESTED:
Adopt and authorize necessary signatures for the Resolution RE: Public Employees Retirement Association - Police and Fire Police Officer Declaration

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-484

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Reallocation

BOARD ACTION REQUESTED:
Approve the reallocation of a vacant (effective July 31st) Grade 8 Emergency Communications Specialist position to a Grade 8 Records Deputy II.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-485

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative Joint Powers Agreement

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the Joint Powers Agreement to Form the Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative

BACKGROUND:
The Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative is formed to investigate, identify, and disrupt vehicle theft activity within the counties of Aitkin, Itasca, and Mille Lacs and the City of Grand Rapids (hereinafter called “AIM VTI”). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Aitkin Itasca Mille Lacs- Vehicle Theft JPA

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

JOINT POWERS AGREEMENT TO FORM
THE AITKIN-ITASCA-MILLE LACS VEHICLE THEFT INITIATIVE

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and

WHEREAS, Minn. Stat. §412.221, subd. 32 empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order, and convenience; and

WHEREAS, Minn. Stat. §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, BE IT RESOLVED by the county boards of Itasca, Aitkin, and Mille Lacs Counties and the City Councils of Grand Rapids resolve as follows:

I. PURPOSE

The Aitkin-Itasca-Mille Lacs Vehicle Theft Initiative is formed to investigate, identify, and disrupt vehicle theft activity within the counties of Aitkin, Itasca, and Mille Lacs and the City of Grand Rapids (hereinafter called "AIM VTI"). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds.

II. NON-WAIVER OF IMMUNITIES

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a "stacking" of any insurance each party carries for their own benefit and/or that of its agents and employees.

III. AIM VTI BOARD

The members of the Board shall be the sheriff of each member county, the police chief of each city, and at least one county attorney from a member county as the advisor to AIM VTI. The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintain frequent communication with the members of the Board and the AIM VTI Program Manager. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to AIM VTI. In

the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, AIM VTI Program Manager. If the Program Manager requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Program Manager may contact one of the participating agency's Chiefs, Sheriffs or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The VTI operations shall adhere to applicable professional guidelines. The Board shall establish the mission and goals of the AIM VTI and shall monitor the progress toward the AMI VTI goals. The Board shall be responsible for the records management system, the statistical records and all financial reports. All AIM VTI policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The requirements of Minn. Stat. § 471.59, subd. 3 shall apply. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

IV. AIM VTI OFFICERS

Participating Agencies should assign one or more officers as the Program Manager. Any change or addition of officers will be voted on by the Board. The Program Manager shall be a licensed police officer appointed by the Board.

Program Manager should be responsible for the collection and managing of data from the participating agencies to effectively report to State of Minnesota statistics necessary to continue granted monies used to support AIM VTI.

Employees who are assigned as the Program Manager shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning

agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement.

Participation of an assigning agency's employee as Program Manager in the AIM VTI is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency's officer as the Program Manager is deemed to be in the course of the officer's employment with the assigning agency.

As the AIM VTI will be jointly exercising police power possessed by the Participating Agencies, the terms of Minn. Stat. §§ 471.59, subds. 12 & 12a shall apply.

V. CONTRIBUTIONS

Each Participating Agency agrees to provide resources necessary to maintain the as agreed in the annual grant application proposal. These resources must include statistical data involving motor vehicle theft reports, motor vehicles recovered and other needed data for grant reporting purposes.

Each Participating Agency may make financial contributions to be administered by the Vehicle Theft Initiative. The Vehicle Theft Initiative shall not have the power to issue bonds or obligations under the laws by which governmental units may independently issue bonds or obligations as the joint board is not composed solely of members of the Participating Agencies' governing bodies. Minn. Stat. § 471.59, subd. 11.

Each Participating Agency will be responsible for individual contracts with the Automated License Plate Reader (ALPR) private company. The Vehicle Theft Initiative will provide annual reimbursements for portions of each agencies deployed devices as established by the Chief Law Enforcement Officers of each jurisdiction.

Current contributions would be as follows;

Aitkin County- $6,000
Itasca County- $12,000
Mille Lacs County- $9,000
City of Grand Rapids- $9,000

VI. COORDINATING AGENCY

Aitkin County as the fiscal agent shall designate a Sheriff's Office employee who will be responsible for maintaining statistical information necessary for grant reporting. The employee, in conjunction with the members of the participating agency, shall be responsible for timely data collection and the accurate reporting as necessary to the State of Minnesota.

VII. FISCAL AGENCY

The Aitkin County Sheriff's Office shall ensure compliance with all state and federal accounting and auditing requirements, including those described in Minn. Stat. §§ 16B.98, subd. 8 & 16C.05, subd. 5. and oversight of dispersal of grant funds.

VIII. DATA AND PUBLIC INFORMATION RELEASES

Data gathered, collected, stored and used by the Vehicle Theft Initiative shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto, Minn. Stat. Ch. 13.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data. The Participating Agencies understand that government data disseminated to a government entity by another government entity has the same classification at the entity receiving them as they had at the entity providing them. Minn. Stat. § 13.03, subd. 4(c).

IX. LIABILITY AND INDEMNIFICATION

The Vehicle Theft Initiative agrees to defend and indemnify its Participating Agencies for any liability claims arising from Vehicle Theft Initiative activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Participating Agencies that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. This Vehicle Theft Initiative shall be considered a Joint Powers Entity.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency will maintain workers' compensation insurance or self-insurance covering its own personnel while they are assigned to the Vehicle Theft Initiative or are otherwise participating in or assisting with Vehicle Theft Initiative operations or activities. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Vehicle Theft Initiative or any other Participating Agency for any workers' compensation benefits paid to its own employees or dependents, that arise out of participation in or assistance with Vehicle Theft Initiative operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees, or volunteers.

Each Participating Agency shall be responsible for damages to or loss of its own equipment. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Vehicle Theft Initiative, or any other Participating Agency, for damages to or loss of its equipment arising out of participation in or assistance with Vehicle Theft Initiative operations or activities, even if the damages or losses were cause wholly or partially by the negligence of any other Participating Agency or its officers, employees or volunteers.

All insurance or liability coverage policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to the Participating Agency upon written request.

X. DURATION

The duration of this Agreement shall continue until terminated as hereinafter provided.

XI. WITHDRAWAL AND TERMINATION

Any Participating Agency of the Vehicle Theft Initiative may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Vehicle Theft Initiative as a result of the joint exercise of powers hereunder and any

surplus monies shall be returned to the State grant authority in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers has been satisfied. Liabilities shall be shared equally among the Participating Agencies.

B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency's interest therein by purchasing the withdrawing Participating Agency's proportionate share of the actual cash value of the property measured at the time of withdrawal of the Participating Agency. Surplus monies or surplus cash shall be retained by the remaining Participating Agencies to this Agreement.

Participating Agencies are eligible for distribution of property accrued after the date of the Participating Agency's inclusion.

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

This Agreement may be amended by agreement of all Participating Agencies to the same and upon approval of the Participating Agencies' respective Board of Commissioners.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the Participating Agencies as follows:

COUNTY OF AITKIN

Dated: _____ By:_____
Its Board Chair

Dated: _____ By:_____
Its Clerk

COUNTY OF ITASCA

Dated: _____ By:_____
Its Board Chair

Dated: _____ By:_____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____ By:_____
Its Board Chair

Dated: _____ By:_____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____ By:_____
Its Mayor

Dated: _____ By:_____
Its Clerk

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-491

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Cease, Karin Grandia

AGENDA ITEM:
Notice and Terms of Sale of County Old Balsam Garage

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Direct County Fee Owned Land Sale.

BACKGROUND:
The Land and Transportation Departments are requesting that the County Board set the values and terms of sale per the attached Notice and Terms for Direct County Land Sale. The Itasca County Board has requested that the previous Balsam County Garage property be re-offered at public auction. Proceeds from the sale shall be deposited to the Transportation Department for replacement of the salt shed and cold storage buildings.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. NOTICE AND TERMS DIRECT COUNTY LAND SALE 2025 #2
2. Land Sale Map_Old Balsam Garage
3. Tract List- DC Sale_AUG2025

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

RESOLUTION 2025-25

RE: NOTICE AND TERMS OF DIRECT ITASCA COUNTY FEE-OWNED LAND SALE

WHEREAS, the County Board has approved sale of direct county fee-owned lands and said lands have been filed with the County Auditor and duly approved by the County Land Commissioner, and

WHEREAS, the County Board is designated with authority to provide for the sale of such direct county fee-owned lands on terms included in the Notice of Sale, now

NOW THEREFORE BE IT RESOLVED, that the Notice of Direct Itasca County Fee-Owned Land Sale be given by publication in the official newspaper of the County as provided by law, that Itasca County offer such parcels of land for sale in said Notice of Sale and that such sale shall commence at 10:00 A.M. on August 21, 2025, and conclude at 10:00 A.M. September 5, 2025, through Public Surplus website (www.publicsurplus.com).

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 22, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

RESOLUTION 2025-25

RE: NOTICE AND TERMS OF DIRECT ITASCA COUNTY FEE-OWNED LAND SALE

WHEREAS, the County Board has approved sale of direct county fee-owned lands and said lands have been filed with the County Auditor and duly approved by the County Land Commissioner, and

WHEREAS, the County Board is designated with authority to provide for the sale of such direct county fee-owned lands on terms included in the Notice of Sale, now

NOW THEREFORE BE IT RESOLVED, that the Notice of Direct Itasca County Fee-Owned Land Sale be given by publication in the official newspaper of the County as provided by law, that Itasca County offer such parcels of land for sale in said Notice of Sale and that such sale shall commence at 10:00 A.M. on August 21, 2025, and conclude at 10:00 A.M. September 5, 2025, through Public Surplus website (www.publicsurplus.com).

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 22, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator

NOTICE OF DIRECT ITASCA COUNTY FEE OWNED LAND SALE

August 21, 2025, 10:00 A.M. – September 5, 2025, 10:00 A.M.

NOTICE IS HEREBY GIVEN, for sale to the highest bidder, the following described parcels of land, which have been appraised as provided by law. Said sale will be governed as to the terms by resolution of the County Board authorizing the same and **shall commence at 10:00 A.M. on August 21, 2025, and conclude at 10:00 A.M. on September 5, 2025,** through Public Surplus website www.PublicSurplus.com

KORY CEASE, Itasca Co. Land Commissioner AUSTIN ROHLING, Itasca Co. Auditor/Treasurer

The auction results will be posted on the county's real estate website. https://www.co.itasca.mn.us/304/Real-Estate

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

WHEREAS, the County Board has approved sale of direct county fee owned lands and said lands have been filed with the County Auditor and duly approved by the County Land Commissioner, and

WHEREAS, the County Board is designated with authority to provide for the sale of such direct county fee owned lands on terms included in the Notice of Sale, now

THEREFORE, BE IT RESOLVED, that the Notice of Direct Itasca County Fee Owned Land Sale be given by publication in the official newspaper of the County as provided by law, that Itasca County offer such parcels of land for sale in said Notice of Sale and that such sale shall commence at 10:00 A.M. on August 21, 2025, and conclude at 10:00 A.M. September 5, 2025, through Public Surplus website www.publicsurplus.com.

TERMS OF SALE

The County Board is designated to provide terms for the sale of such land and such parcels shall be sold on the following terms, to wit: All tracts will be sold by on-line auction to the highest bidder at not less than the appraised tract value listed.

The full amount of the parcel is due within 30 days. No timber or earthen materials shall be removed, cut or damaged until the entire purchase price for the parcel is paid in full.

All bidders must register with Public Surplus, before the beginning of the land sale. No bidder can act in any capacity on behalf of a non-eligible bidder for the purpose of purchasing direct county land from Itasca County.

Itasca County may suspend participation in any or all future land sales of bidders who violate the terms of sale.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, improvements, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use.

All parcels of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any.

All lands whether zoned or not zoned, which do not abut a legalized highway, are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

The County Board or Land Commissioner may, in the interest of the county, withdraw any parcel of land on the list from sale, may order a reappraisal, and/or reject any or all bids, at their sole discretion.

Any and all tracts which receive zero bids may be purchased by a qualified bidder at not less than the appraised price on a first come, first served basis starting at 11:00 A.M. September 5, 2025, until such time the County Board or Land Commissioner appears it to be in the public interest to withdraw from sale.

Pursuant to conditions set forth in Minnesota Statute 373.01 (f), the county may employ a broker to sell real estate or personal property that remains unsold after advertising for and consideration of bids or proposals on the property.

Pursuant to Minn. Stat. 373.01 (h), in no case shall lands be disposed of without there being reserved to the county all iron ore and other valuable minerals in and upon the lands, with right to explore for, mine and remove the iron ore and other valuable minerals, nor shall the minerals and mineral rights be disposed of, either before or after disposition of the surface rights, otherwise than by mining lease, in similar general form to that provide by section 93.20 for mining leases affected state lands.

All deeds shall be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the $25.00 deed application fee and the $46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of $1.65 for the first $3,000.00 of the purchase price plus $1.65 for each additional $500.00 or fraction thereof shall be paid by the purchaser to the County Auditor/Treasurer.

Purchasers are required to pay a fee of $50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

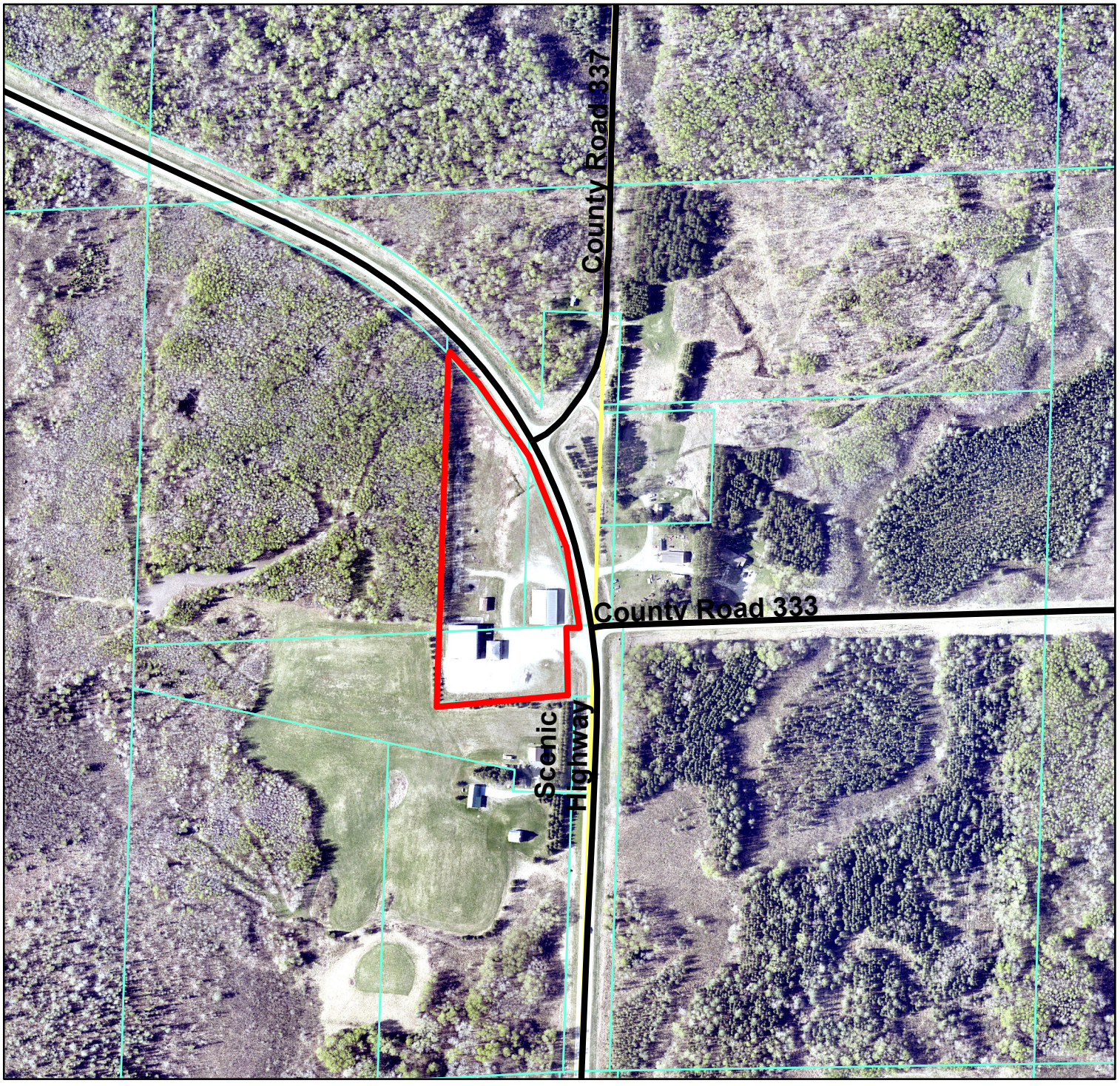
Itasca County reserves the right to use the salt storage building on the subject property for Transportation Department purposes for a period of one year from date of sale.

Except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land and wetlands.

ALL SALES ARE FINAL. A winning bid constitutes a legal binding contract. In cases of default, Itasca County will retain the bid deposit based on bid amount and may offer parcel(s) to the next highest bidder. Itasca County may suspend participation of defaulting bidders in any or all future land sales. If the buyer fails in performance of their obligations, Itasca County may exercise such rights and pursue such remedies as are provided by law. By submitting a bid, a bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of online sales, and agrees to pay for, if the bid is accepted, by the dates and times specified.

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodation to participate in this sale should inform the Real Estate Office as soon as possible and more than three working days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.
Questions regarding the sale should be directed to the Itasca County Land Department, Real Estate Office, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855). Land sale information is also available on-line at www.co.itasca.mn.us/304/Real-Estate

ITASCA COUNTY - OLD BALSAM GARAGE SITE



Legend

Parcel Layer

Sale area

N
W E
S

0 175 350 700 Feet

TRACT NO.	TWP	RGE	SEC	APPR. ACRES	LEGAL DESCRIPTION	TOWNSHIP or MUNICIPALITY	PARCEL ID	APPRAISED VALUE
1	58	24	10	6.5	That part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 58 North, Range 24 West of the Fourth Principal Meridian, described as follows: Beginning at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence westerly along the north line of said Northeast Quarter of the Southeast Quarter 208.0 feet; thence southerly 208.0 feet; thence easterly 208.0 feet to a point on the easterly line of said Northeast Quarter of the Southeast Quarter 208.0 feet southerly of the northeast corner; thence northerly along said easterly line of said Northeast Quarter of the Southeast Quarter 208.0 feet to the point of beginning. And, The West 250.0 feet of the East 458.0 feet of the North 208.0 feet of the Northeast Quarter of the Southeast Quarter of Section 10, Township 58 North, Range 24 West of the Fourth Principal Meridian. And, The East 458.0 feet of the North 208.0 feet of the Northeast Quarter of the Southeast Quarter of Section 10, Township 58 North, Range 24 West of the Fourth Principal Meridian. And, The East 458.0 feet of the Southeast Quarter of the Northeast Quarter of Section 10, Township 58 North, Range 24 West of the Fourth Principal Meridian lying southwesterly of the centerline of County State Aid Highway Number 7. Subject to easements, restrictions, and reservations as they may appear of record.	BALSAM	04-110-1402 04-110-1403 04-110-1404	$ 336,662.00

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-463

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Zach Golkowski

AGENDA ITEM:
MN Power - ISA Transmission Project Presentation

BOARD ACTION REQUESTED:
Receive presentation on MN Power's ISA Transmission Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ISA_Presentation 2025

07/22/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

minnesota power

AN ALLETE COMPANY

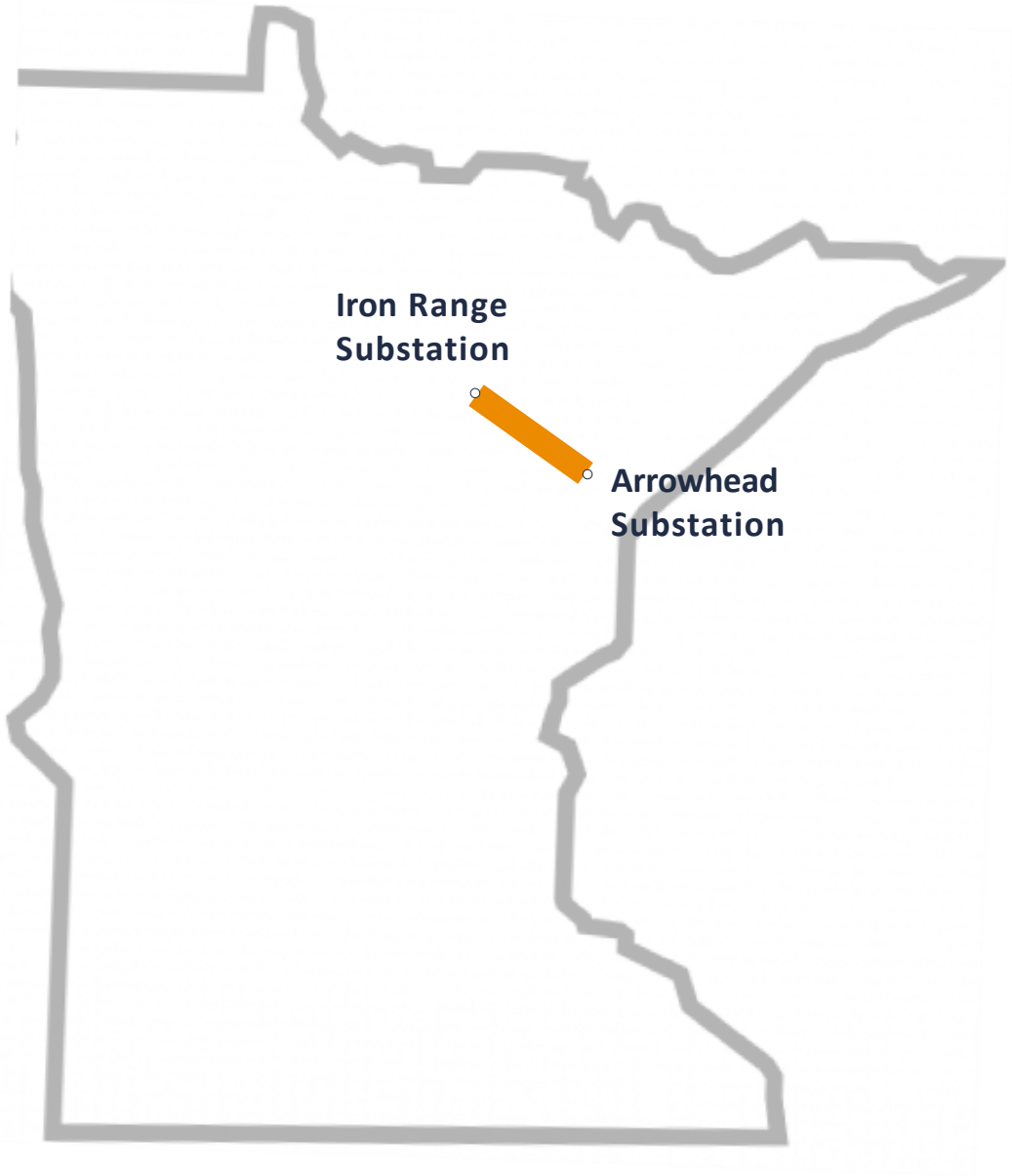
Iron Range – St. Louis County – Arrowhead

ISA TRANSMISSION PROJECT

Zach Golkowski
Senior Environmental
Compliance Specialist

Agenda

- Introductions
- Project Update
- Discussion

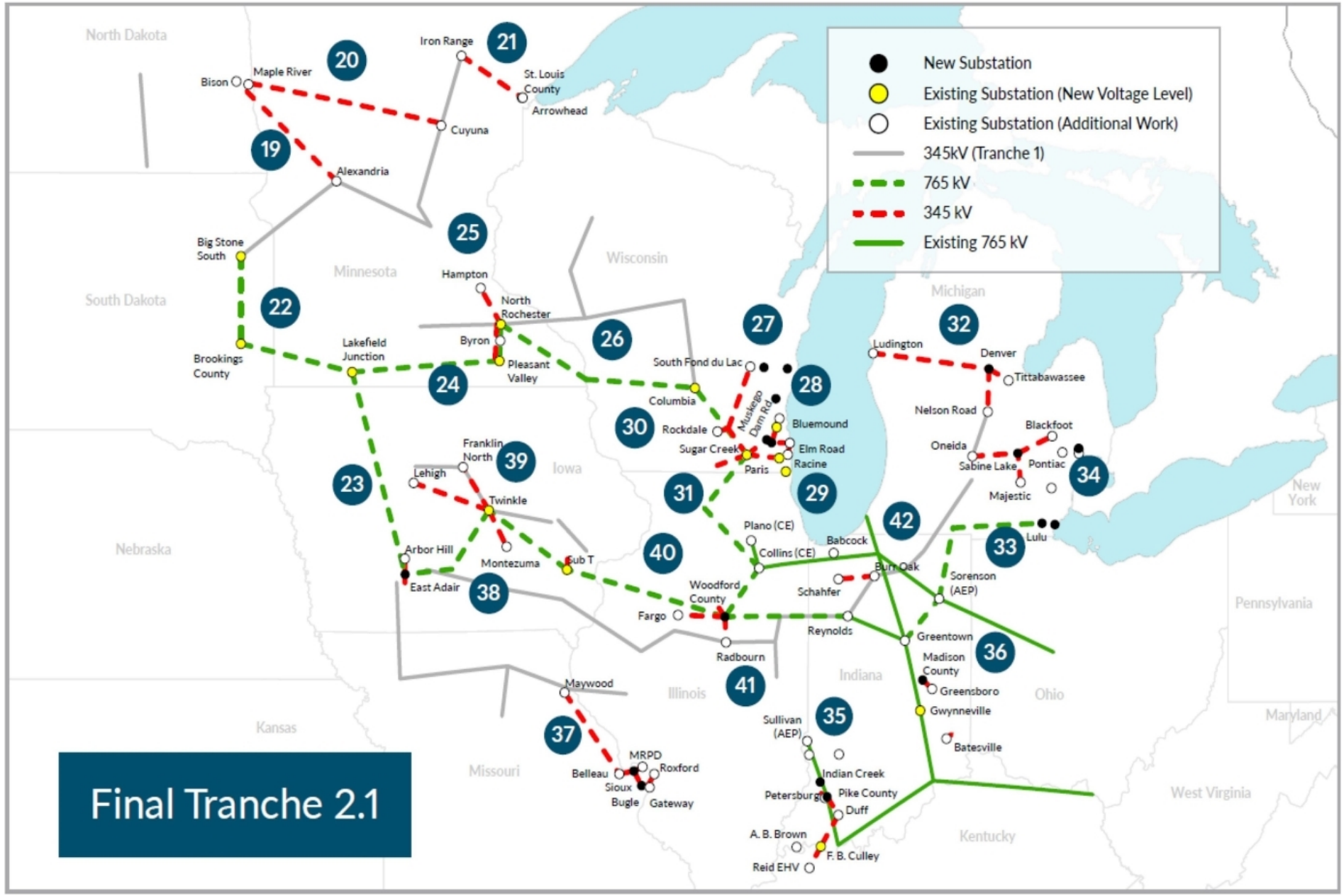


About the Project

Minnesota Power is proposing to construct an approximately 63-mile-long, 345-kV transmission line from Minnesota Power's Iron Range Substation near Grand Rapids, Minnesota, to Minnesota Power's St. Louis County Substation near Hermantown, with a connection to American Transmission Company's nearby Arrowhead Substation.

MISO-approved project #21: part of a regional plan

Learn more at misoenergy.org



Project need



Enhance grid reliability in the Upper Midwest as grid operating conditions become more variable



Increase grid efficiency as energy is transferred from where it is produced to where it is needed

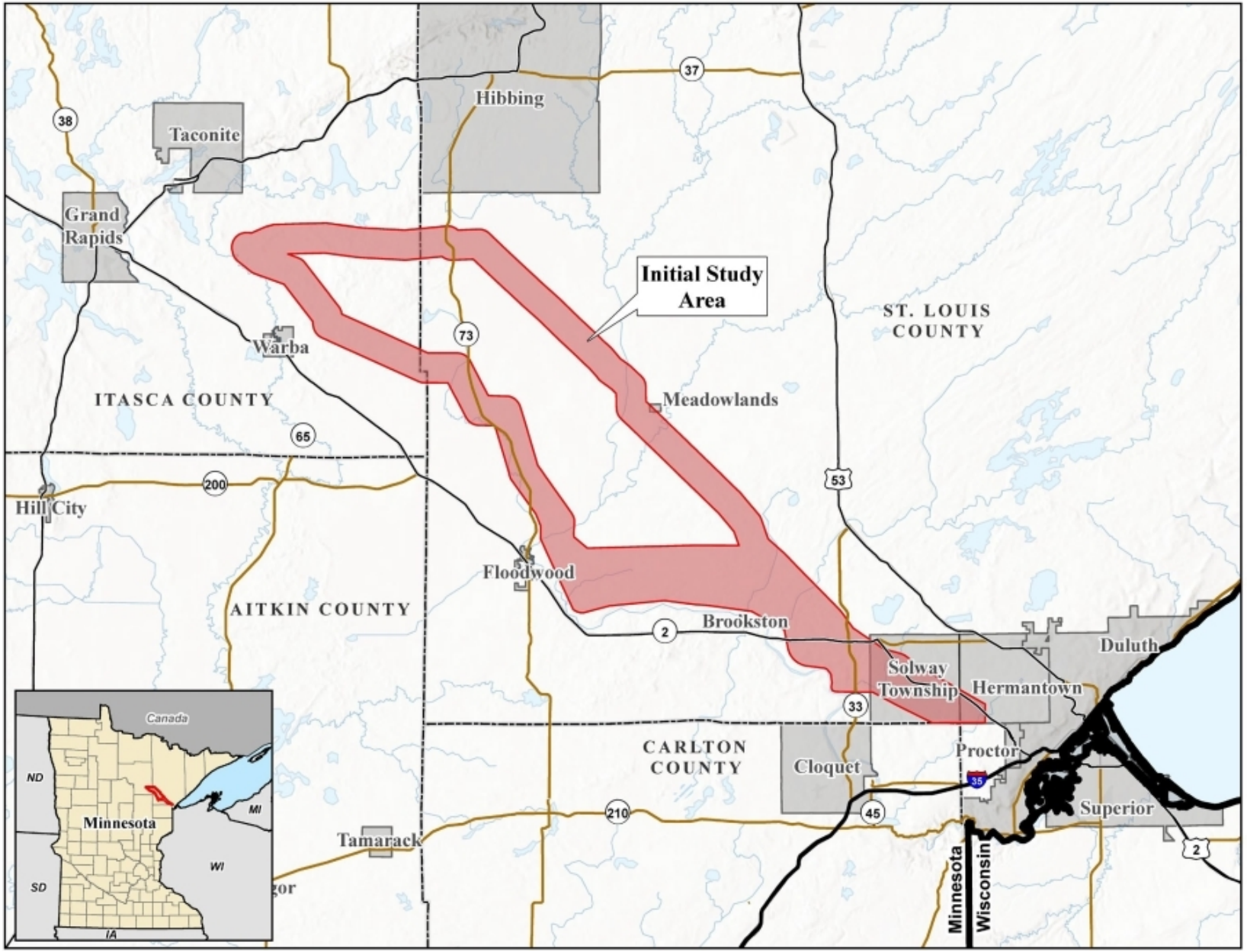


Meet the growing demand for reliable clean energy in the Upper Midwest

Where we've been

- Website launched in May 2025
- Open houses in May 2025
  - Invited agencies, tribes, and more than 2,000 landowners in the Initial Study Area: Grand Rapids, Floodwood, Meadowlands, Hermantown, and Solway Township
- Agency meetings: Minnesota Department of Natural Resources, U.S. Fish and Wildlife Service, and U.S. Army Corps of Engineers
- Received, recorded, and responded to stakeholder feedback

Initial Study Area



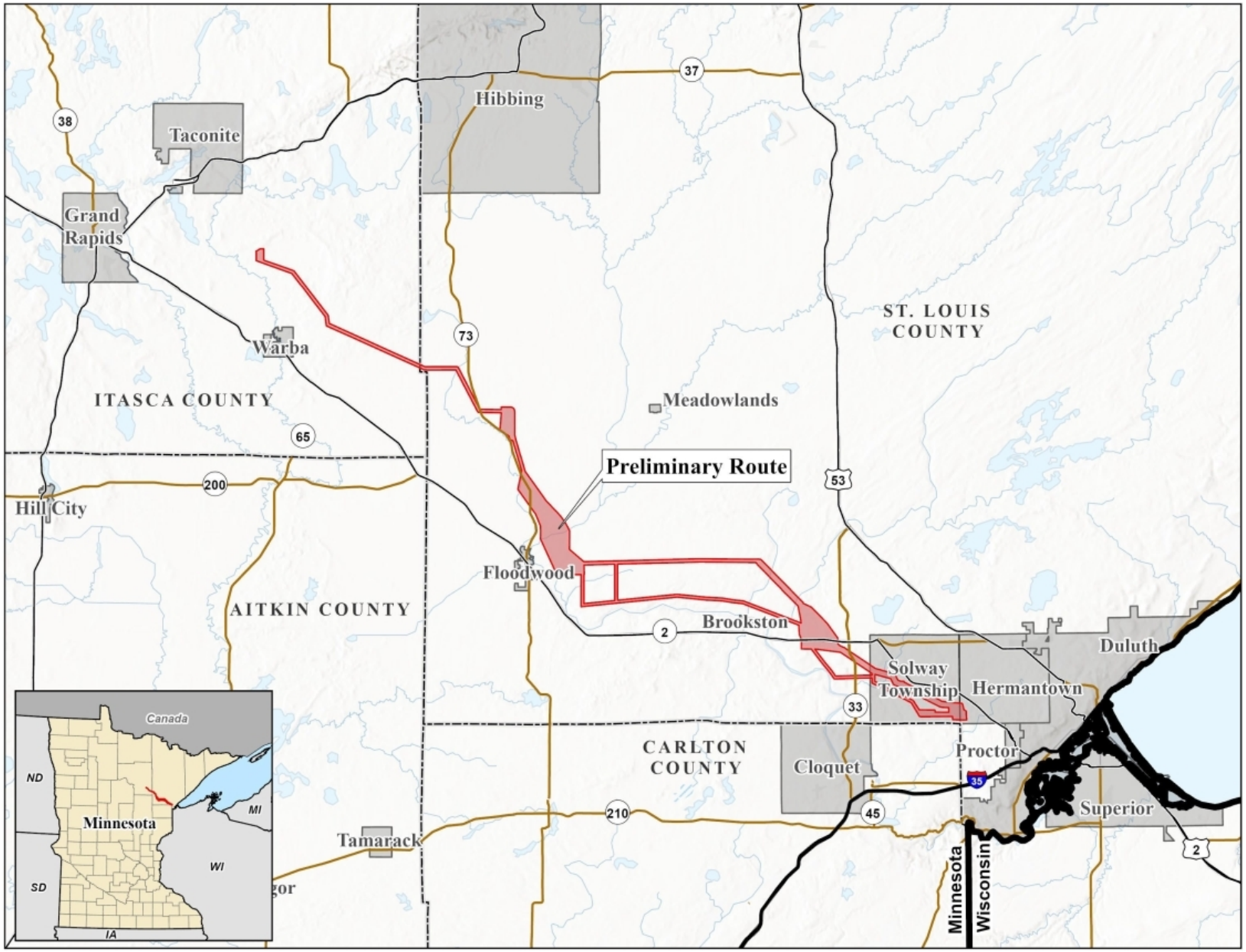
Where we are now

- Drafting joint Certificate of Need and Route Permit Application to be submitted to the Minnesota Public Utilities Commission
- Drafting the Environmental Assessment
- Continuing to respond to feedback and meet with landowners
- Upcoming agency meetings
- Refined the Initial Study Area to develop a Preliminary Route
  - Used Stakeholder and landowner feed back along with, MN PUC routing criteria
    - Opportunities, constraints, Engineering and construction considerations

Preliminary Route

Routing opportunities were evaluated based on stakeholder feedback

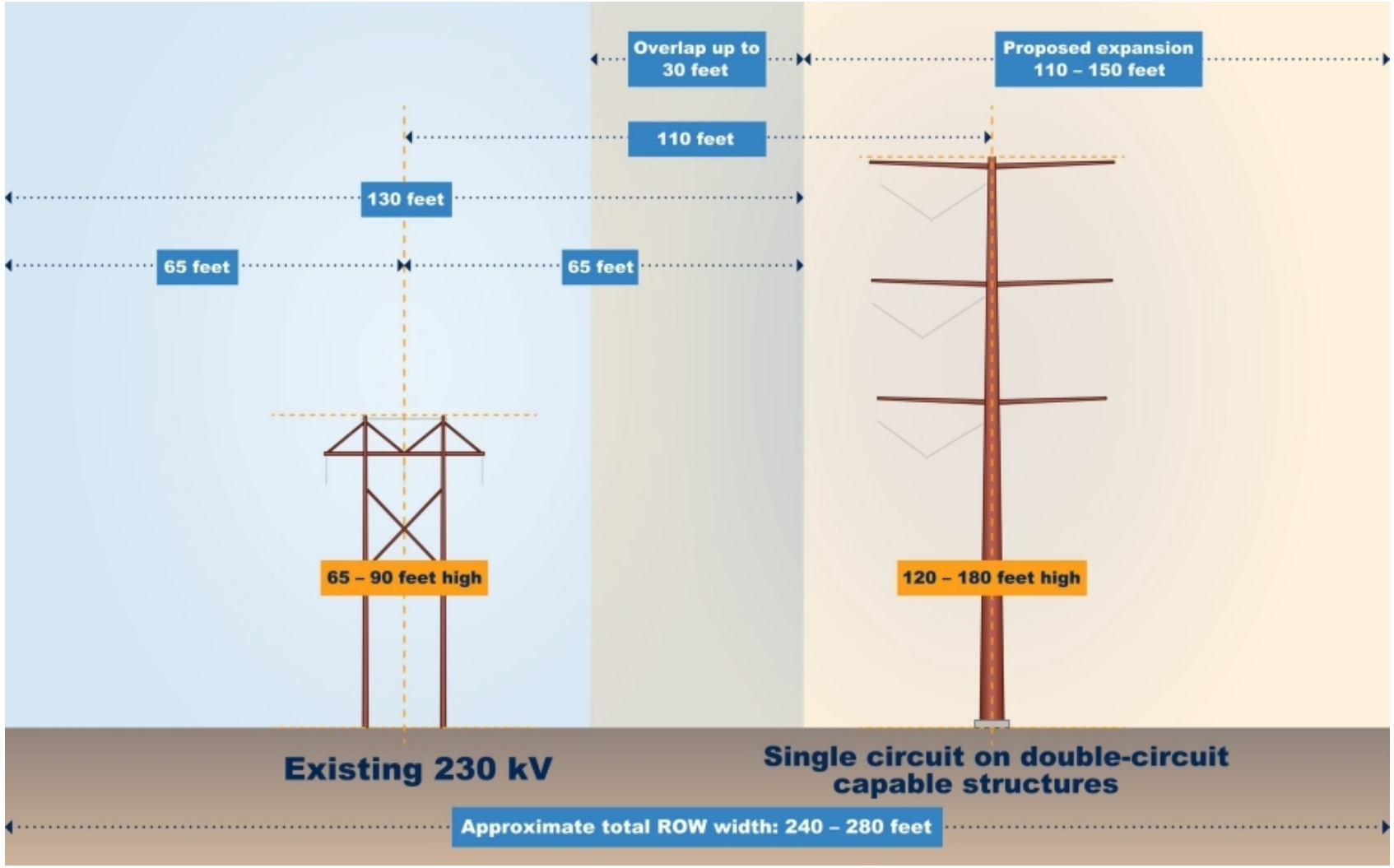
- Public lands
- Population proximity
- Visuals
- Property values
- Wildlife
- Wetlands and water resources



Refining the design

Structure type factors:

- Land use/land cover
- Topography
- Water/wetlands
- Soil types



Where we are going

- Open houses – August, 6th and 7th, 2025
- Continued agency and stakeholder coordination
- Refine the Route and Alignment
- File Certificate of Need/Route Permit Application and Environmental Assessment (by February 2026)

August 2025 Open Houses

Wednesday, August 6	Thursday, August 7
12:00 – 2:00 PM Coleraine City Hall Nyberg Community Center 302 Roosevelt Ave Coleraine, MN 55722	**1:00-3:00PM** Hermantown Gov't Center/ City Hall – Training Center 5105 Maple Grove Road Hermantown, MN 55811
5:00-7:00PM Floodwood Event Center 201 W 7th Avenue Meadowlands, MN 55765	**5:00-7:00PM** Solway Town Hall 4029 Munger Shaw Road Cloquet, MN 55720

Project timeline



Connect with us!



- Email the project team: **connect@ISATransmissionProject.com**
- Call the project hotline: **1-888-510-5303**
- Sign up to receive project updates or submit a comment: **ISATransmissionProject.com/contact-us**

You can also sign up to receive updates from the Minnesota Public Utilities Commission.
Visit **edockets.state.mn.us/documents** and enter the docket number:

- Certificate of Need docket number 25-111
- Route Permit docket number 25-112

Questions ?

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 22, 2025

REQUEST FOR BOARD ACTION: RBA-2025-482

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Tim Terrill

AGENDA ITEM:
Mississippi Headwaters Update

BOARD ACTION REQUESTED:
Receive update on Mississippi Headwaters.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MHB Powerpoint

07/22/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Mississippi Headwaters Board Update

A SHORT REVIEW OF THE BIENNIAL CONFERENCE

Who is the MHB?

- We are a regulatory agency that uses regulatory and voluntary actions to protect the Mississippi River.
- Counties perceive us as more regulatory (P&Z), but see value as we provide them non-regulatory grants to accomplish their goals.
- The average citizen thinks we are a non-profit.

Regulatory powers

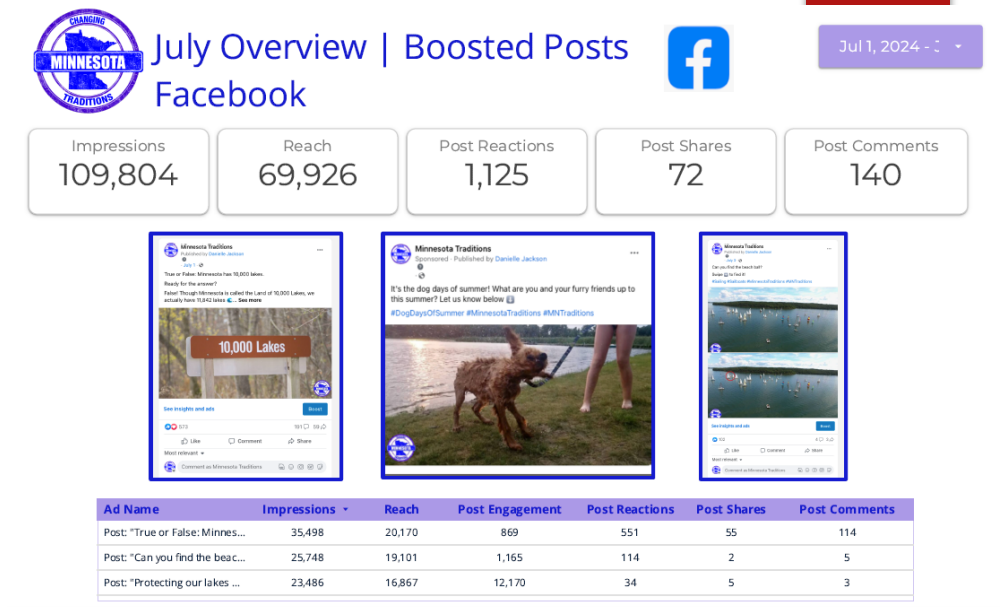
- Possess planning and zoning authority on the first 400 miles of the Miss. River in the 8 MHB counties (Morrison, Crow Wing, Aitkin, Itasca, Cass, Hubbard, Beltrami, and Clearwater).
- Have a Comprehensive Plan for Counties to administer if a parcel falls within our jurisdiction.
- 8 county commissioners from 8 different counties sit on our board and are decisionmakers. Formed in 1980 as an 8 county Joint Powers Agreement and are in your One Watershed One Plan and County Zoning Ordinance.

Non-regulatory actions

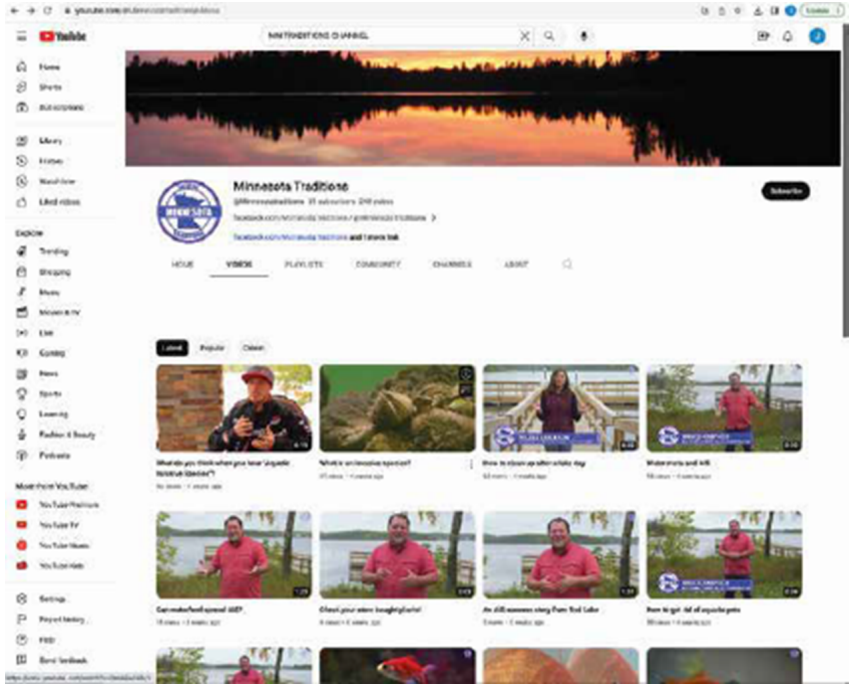
- Minnesota Traditions AIS social media program
- Miss. Headwaters (MHHCP) easement and acquisition program
- Stormwater initiative with cities.
- Recreational signage/Resourcetainment project.

MN Traditions

- Utilize social media to influence behavioral change in the MN recreational user about protecting our lakes from aquatic Invasive Species. Around 55,000 followers
- Experienced a 60% increase in engagement.



Ad Name	Impressions	Reach	Post Engagement	Post Reactions	Post Shares	Post Comments
Post: "True or False: Minnes...	35,498	20,170	869	551	55	114
Post: "Can you find the beac...	25,748	19,101	1,165	114	2	5
Post: "Protecting our lakes ...	23,486	16,867	12,170	34	5	3

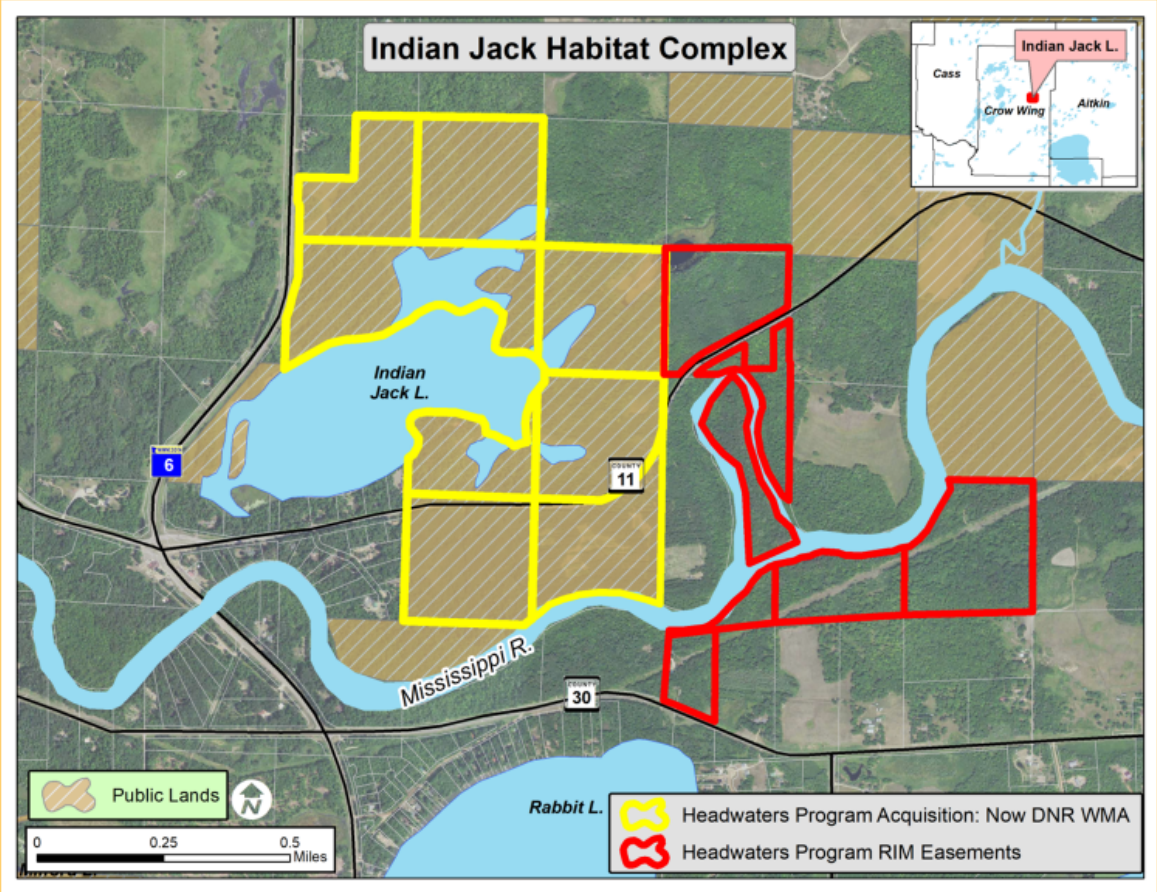


Habitat Complex Example

Indian Jack Habitat Complex
Crow Wing County

594 acres, 2.5 miles of lakeshore, and 3 miles of river





2 acquisitions

WMA -264 acres

Addition 35 acres

2 conservation easements

104 acres

combined with

190 acres of existing public land

E

MHE

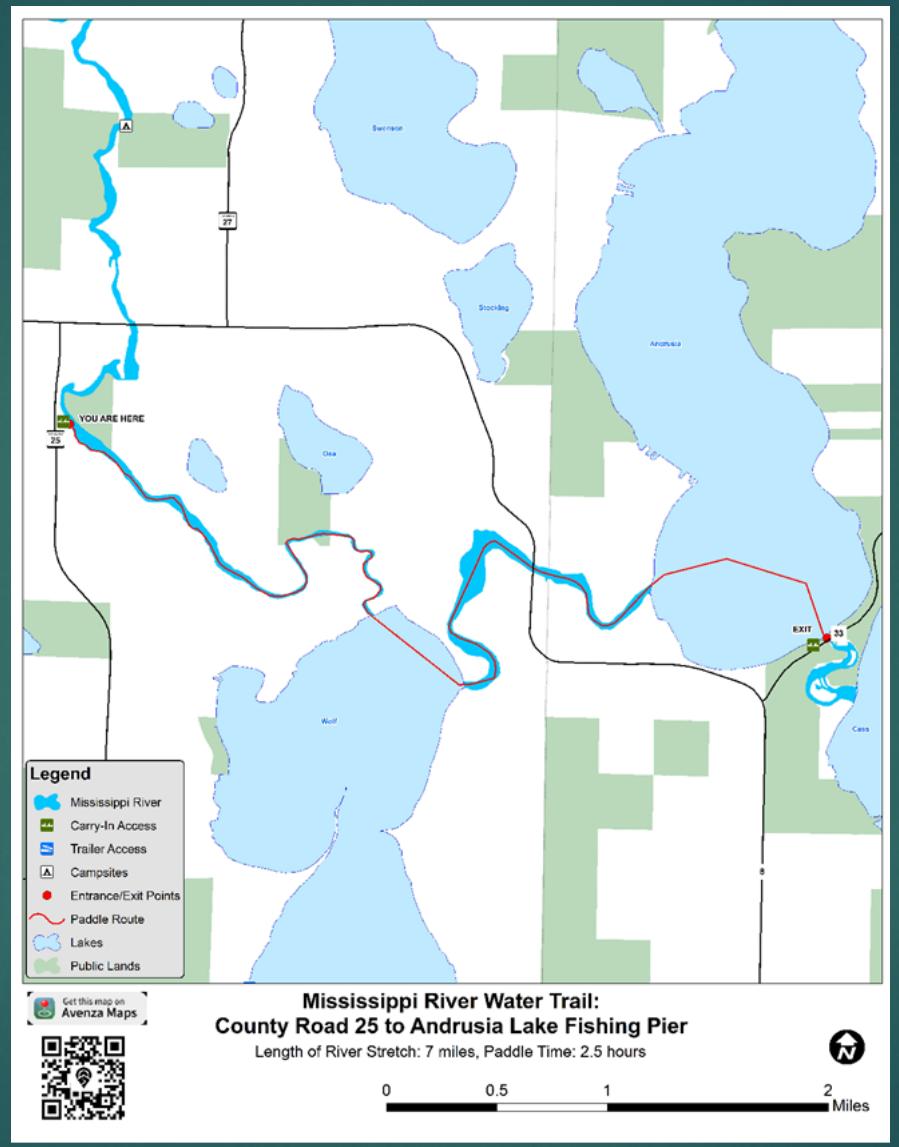
ROGRAM.



Grand Rapids project

Miss. River Signage Project

- Created signs on the Miss. River so user could enjoy a 3-4 hour day trip.
- Implementing this at visible or highly used sites on the Miss. River.
- QR code on signs to track your location like google maps.







Resourcetainment

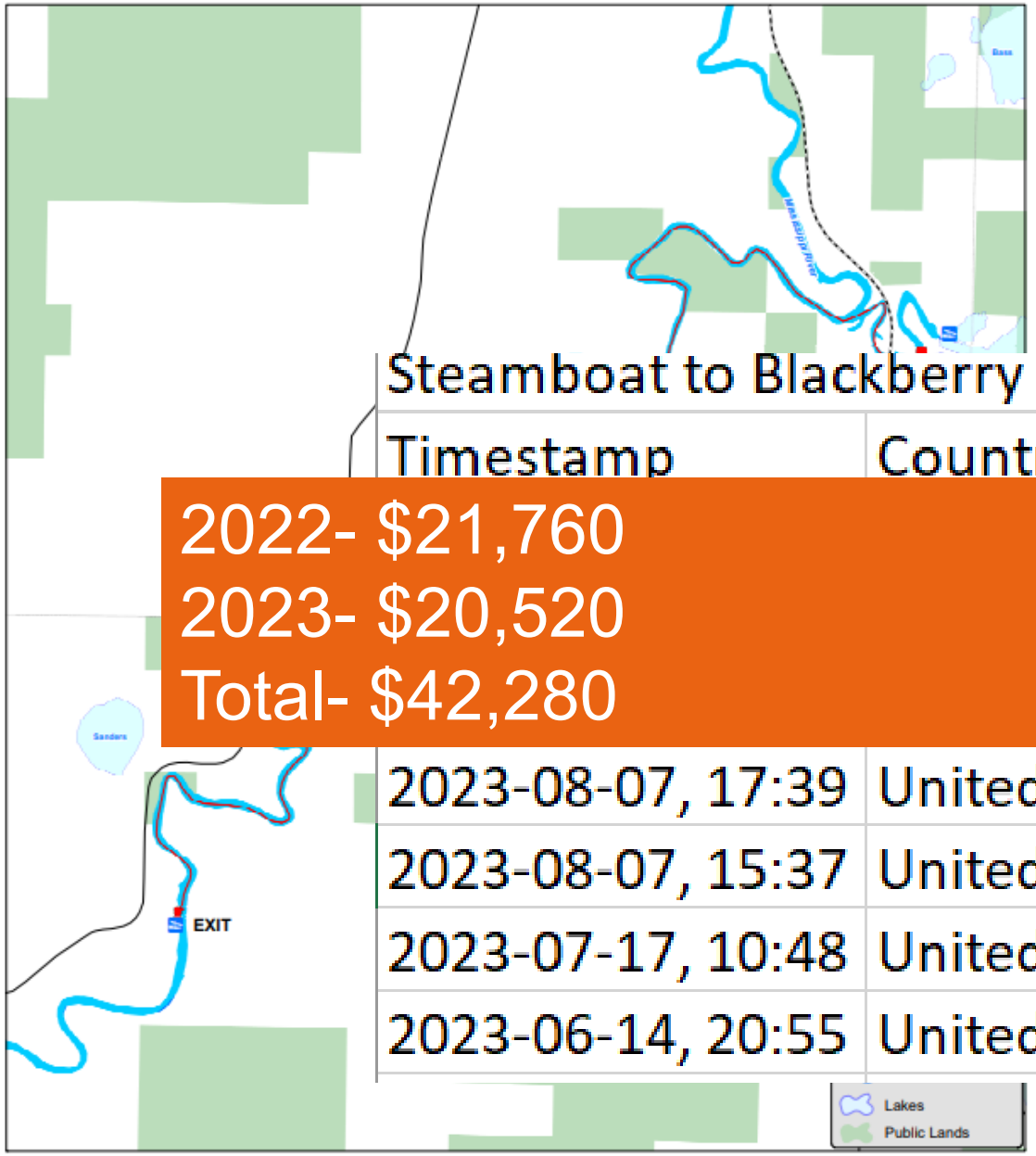








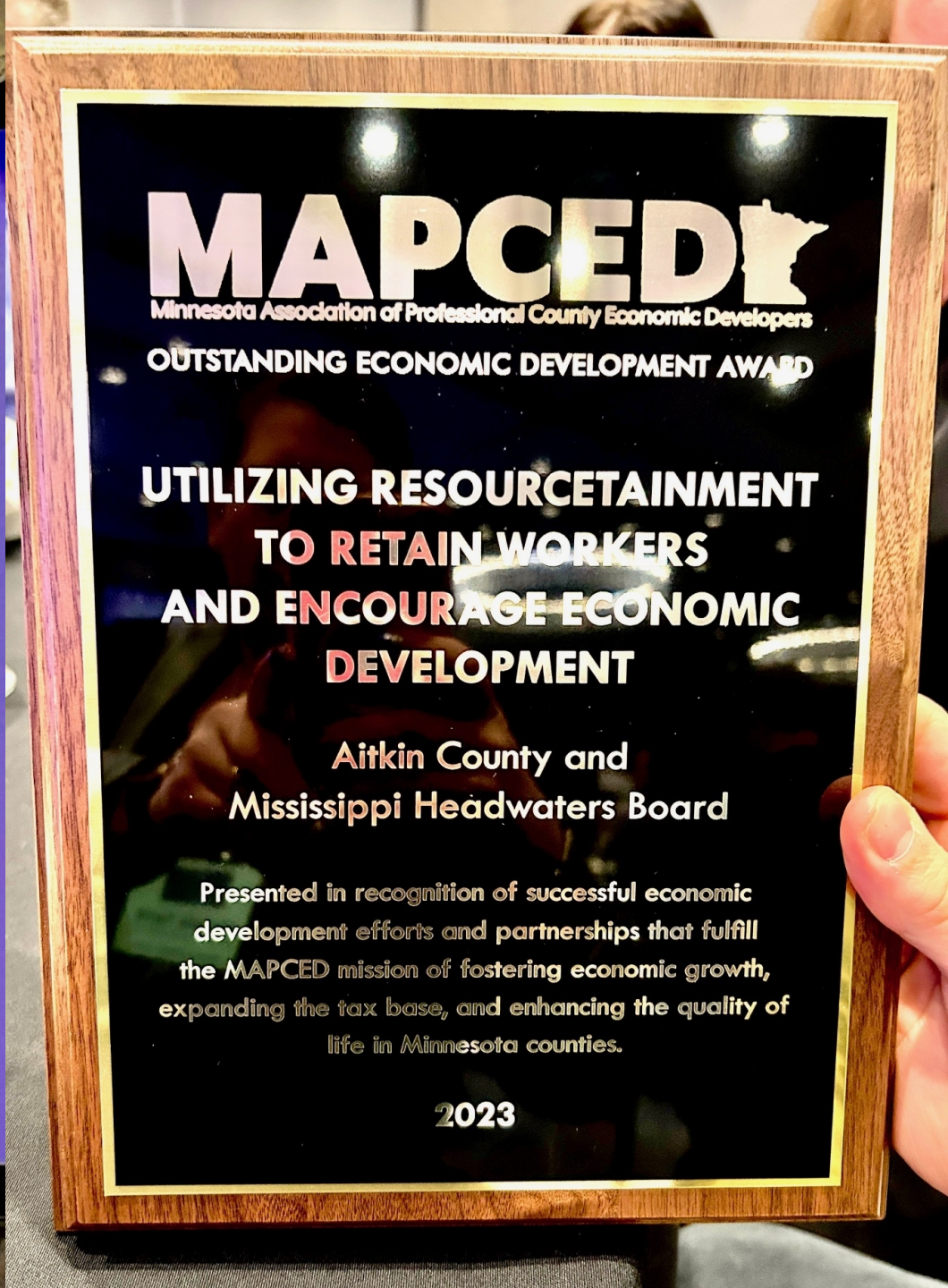
...nent- signage +



Steamboat to Blackberry Bridge		
Timestamp	Country	Platform
2023-08-07, 17:39	United States	Android
2023-08-07, 15:37	United States	iOS
2023-07-17, 10:48	United States	Android
2023-06-14, 20:55	United States	Android

2022- $21,760
2023- $20,520
Total- $42,280


Annual Conference
2023
MAPCED
Minnesota Association of Professional County Economic Developers
OUTSTANDING
ECONOMIC DEVELOPMENT
AWARD


MAPCED
Minnesota Association of Professional County Economic Developers
OUTSTANDING ECONOMIC DEVELOPMENT AWARD
UTILIZING RESOURCETAINMENT
TO RETAIN WORKERS
AND ENCOURAGE ECONOMIC
DEVELOPMENT
Aitkin County and
Mississippi Headwaters Board
Presented in recognition of successful economic development efforts and partnerships that fulfill the MAPCED mission of fostering economic growth, expanding the tax base, and enhancing the quality of life in Minnesota counties.
2023