MEETING INFORMATION SHEET
November 4, 2025

PULL:

1. Item #5.9 (Paid Family Medical Leave Policy and updates to the current Leave of Absence Policies.

ADDITIONS: None

CHANGES: None

INFORMATIONAL: None

4. 2024 Emergency Management Performance Grant (EMPG)
Motion To: Authorize the Itasca County Board Chair, Administrator, and Sheriff to sign the 2024 Emergency Management Performance Grant (EMPG) in the amount of $24,010 which is an agreement between the Minnesota Commissioner of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including the next Board meeting scheduled for November 12, 2025, as there will be no audio/video due to moving equipment to new boardroom.

Consensus of the Board is to cancel this meeting.

VIII. COMMITTEE REPORTS

Commissioner Smith reported on attending the Bi-Annual Mississippi Headwaters Board meeting, Grand Village meeting and a Veterans Council/Public meeting.

Commissioner Venema reported on attending the Veterans Council/Public meeting.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding Deer Hunting coming up and being safe during this time.

Commissioner Venema provided comment regarding having citizen input after adjourning the meeting.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 2:51 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
(218) 327-2847

Tuesday, October 28, 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	Absent	
John Johnson	District #3	Present	3:28 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 information to Item #6.10 (CEDA Quarterly Report) and approve the agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, October 21, 2025, County Board Regular Session.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

1. Approve the minutes of the Tuesday, October 21, 2025, County Board Regular Session.

V. CONSENT AGENDA

Motion To: Pull Item #5.1 (Terry Road & Etters Road Revocation to Township) and approved the Consent agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

2. Award Contract 66808 - CSAH 68 & CR 439 Bridge Replacements to S & R Reinforcing, Inc. and authorize the required signatures on the contract documents.

3. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber as they appear in the notice for sale, and which sale shall commence at 10:00 AM on Thursday, December 11, 2025, at Cohasset Community Center.

VI. REGULAR AGENDA

1. Citizen Input
Dave Holmbeck provided input on the DNR.

Unidentified citizen provided input on data requests, commissioner responses, and recording in public areas.

Unidentified citizen, identifying as Bradley Cooper provided input on recording in public areas, addressing the public, and being able to zoom meeting if not able to attend.

2. Employ Recognition
The following employees were recognized:

Welcome to Trevor Bailey, who started as a Corrections Deputy in the Sheriff Department, which was effective October 27, 2025.

Welcome to Devon Porth, who started as a Deputy Sheriff/Road Deputy in the Sheriff Department, which was effective October 27, 2025.

Welcome to Caley Emerson, who started as a Highway Maintenance Worker in the Transportation Department, which was effective October 27, 2025.

Welcome to Steven Sandberg, who started as a Highway Maintenance Worker in the Transportation Department, which was effective October 27, 2025.

Welcome to Jordan Stanley, who started as a Compliance Analyst in the MIS Department, which was effective October 27, 2025.

Congratulations to Savanna Scherf, who transferred from Medical Support Specialist to Data/Project Coordinator in the HHS Department, which was effective October 26, 2025.

Farewell to Michael McInerney, whose last day as Environmental Services Technician was October 24, 2025, after 1+ year of service.

3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of October 29, 2025, in the amount of $3,153,483.26.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

4. ICHHS Warrants

   Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for October 2025, in the amount of $1,079,834.53.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

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

   Health Plan Division Manager Sarah Anderson provided an update on Itasca County IMCare Division.

6. IMCare/DHS contracts and amendments for 2025/2026

   Motion To: Approve the 2025/2026 Contracts and Amendments.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

7. Cannabis Retail Registration Policy

   Motion To: Adopt resolution enacting Itasca County retail registration policy for cannabis businesses.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
NAYS:	None
ABSTAIN:	None
ABSENT:	John Johnson

8. IRRRB Grant Application

   Motion To: Approve submittal of an Economic Development Grant to the Iron Range Resource and Rehabilitation Board for an amount not to exceed $250,000; accept grant if so awarded and authorize necessary signatures.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
ABSENT:	John Johnson

9. 2026Legislative Priorities
The 2026 Legislative Priorities were discussed.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. CEDA Quarterly Report
Lisa Randall, Amanda Lamppa, and Tracey Hensley provided a quarterly report on CEDA.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Public Input
It was the consensus of the County Board to hold Citizen Input after the meeting has been adjourned.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending an Arrowhead Library System.

Commissioner Snyder reported on attending a meeting with Transportation, and an Intergovernmental meeting Re: solid waste.

Commissioner Smith reported on attending the Annual Mississippi Headwaters meeting and a Facilities Committee meeting.

Commissioner Venema reported on attending the Range Gateway Annual meeting and met with Lake Country Power.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding the Greenway Fall Festival and reminded everyone to be cautious and enjoy Halloween.

Commissioner Venema provided comment regarding a Veteran's meeting on 10/29/2025 in the Itasca County Boardroom.

RECESS

Chair Venema recessed the meeting at 3:42 PM.

RECONVENE

Chair Venema reconvened the meeting at 3:49 PM, with all members present.

X. CLOSED SESSIONS

1. Hold a closed session pursuant to MN Statute 13D.05 Subd 3(c) regarding parcel ID: 91-018-1303.
Motion To: Go into Closed Session pursuant to MN Statute 13D.05, Subd. 3(c) Re: parcel ID 91-018-1303

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

Others Present: County Administrator Brett Skyles, Attorney Jake Fauchald, Land Commissioner Kory Cease, Auditor/Treasurer Austin Rohling, Clerk of the County Board Shelley Kebart and Leo Trunt.

Motion To: Go into Open Session

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

XI. ADJOURN

Chair Venema adjourned the meeting at 4:18 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, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-626

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

AGENDA ITEM:
Collective Bargaining Agreement - Assistant County Attorney Unit

BOARD ACTION REQUESTED:
Adopt the Resolution approving the Arbitration Award and prior tentative Agreements covering the Collective Bargaining Agreement between the County of Itasca and Itasca County Attorneys Association representing the Assistant County Attorney Unit for calendar years 2025, 2026, and 2027.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 4, 2025

RESOLUTION 2025-47

RE: A RESOLUTION APPROVING THE ARBITRATION AWARD AND PRIOR TENTATIVE AGREEMENTS COVERING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ITASCA AND ITASCA COUNTY ATTORNEYS ASSOCIATION REPRESENTING THE ASSISTANT COUNTY ATTORNEY UNIT FOR THE CALENDAR YEARS 2025, 2026, AND 2027

WHEREAS, representatives of Itasca County and representatives of the Itasca County Attorneys Association presented unresolved issues to an arbitrator as required by Minn. Stat. Sec. 179A; and,

WHEREAS, the attached document summarizes the arbitration award between the parties and other prior agreed upon issues; and

WHEREAS, the arbitration award is binding on the parties;

NOW THEREFORE BE IT RESOLVED that the County Board approves the arbitration award and prior agreements;

BE IT FURTHER RESOLVED that the County Board and the representatives for the County are authorized and directed to prepare contract documents incorporating this arbitration award and prior agreement of the parties and, further, the appropriate County officials and representatives are authorized and directed to execute the original contract(s).

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

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 November 4, 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, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-622

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

AGENDA ITEM:
Fitness Center Policy and Procedures

BOARD ACTION REQUESTED:
Approve Itasca County Sheriff's Office Fitness Policy and Procedures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fitness Center Policy Form

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

ITASCA COUNTY SHERIFF'S OFFICE
FITNESS CENTER POLICY AND PROCEDURES

INTRODUCTION
Itasca County believes in a philosophy of promoting employee wellness. An employee wellness program benefits both the employer and employee as well as the community. Healthy employees tend to be more productive and healthy employees reduce expenditures (i.e., insurance costs; use of leave time and its related overtime expenses; etc.).

In the spirit of a healthy workplace, the Itasca County Sheriff's Office provides and outfits a fitness center as one part of a greater wellness program. The fitness center is provided as a benefit to support the physical and mental well-being of the Itasca County Sheriff's Office, County Employees, County elected officials, and Court Employees. ("Employee, Employees, or Users").

PURPOSE
The Itasca County Sheriff's Office Fitness Center is provided as a benefit to support the physical and mental well-being of the Employees. This policy outlines the guidelines and expectations for the use of the fitness center by Employees.

EXCLUSIVE ACCESS HOURS
The fitness center will be reserved exclusively for Itasca County Sheriff's Office members during the following time periods:

- 4:00 AM to 8:00 AM
- 4:00 PM to 8:00 PM

During these hours, the fitness center will be closed to all other Employees outside of the Itasca County Sheriff's Office.

POLICY
This policy encourages Employees to utilize the fitness center, with respect to limitations of types of equipment, locker space, and workout space.

POLICY COMPLIANCE
All Employees using the fitness center are expected to adhere to this policy and its procedures, the Sheriff's Office's wellness policy, and all posted fitness center rules. All Itasca County Sheriff's Office members are responsible for familiarizing themselves with the most current version of the policy.

All Employees are expected to adhere to this policy and all posted fitness center rules, and they should familiarize themselves with the most current version of the policy and procedures.

EMPLOYEES
The fitness center is not a health club. Use of this room and equipment is open to all County Employees, Court Employees, and County elected officials per the provided process. ("Employee, Employees, or Users").

WAIVER / ORIENTATION / AGREEMENT
All Employees must complete orientation by an **AUTHORIZED ITASCA COUNTY SHERIFF'S OFFICE REPRESENTATIVE** and sign a **Waiver/Orientation Confirmation** and **Readiness to Participate Agreement/Release** prior to use of the fitness center and/or equipment. FOB access to the fitness center will be requested once all completed documents are in place.

DAY USE LOCKERS AND SHOWERS
Day-use lockers will be available for employees during their gym time. Lockers are for day use only by employees and are subject to the following conditions:

- Lockers must be used only during the time the individual is using the fitness gym.
- Lockers that remain locked after the individuals' use will be opened, and contents will be discarded without notice.
- Users are responsible for removing their belongings from lockers before leaving the gym.

Lockers are intended to secure street clothes and valuables while exercising, not as an extended use. Employees shall leave the locker rooms in a clean, neat condition, and shall not leave personal items in the lockers. Employees should be courteous - keep your time limited in the locker rooms if others are waiting. The County has the right to cut locks and remove property that is left in the lockers. The County does not provide towels for the locker room or for use with the equipment.

MISCELLANEOUS POINTS
Employee agrees to take sole responsibility to become familiar with the proper and safe use of any equipment within the fitness center.

After receipt of a fully executed **Waiver/Orientation Confirmation** and **Readiness to Participate Agreement/Release**, FOB access will be provided to employees who desire to use the fitness center. Failure to comply with the policy and procedures will result in the loss of access and use of the fitness center.

Disinfecting supplies are in the fitness center and users must clean equipment after each use.

CONDUCT AND PROCEDURES
1. Proper attire is required at all times including shirts and closed-toe footwear.
2. Clean athletic shoes are to be worn at all times in the fitness center. Street/outside shoes or boots are not allowed to be worn in the fitness center. Please leave wet & salty outdoor footwear in the locker room. The salt degrades the rubber floor tile in the fitness center.
3. Foul or abusive language is prohibited. Horseplay, loud profanity, or behavior that compromises safety will not be tolerated.
4. Dumbbells, plates, and other equipment must be returned to the proper rack, stand, or location. Users are expected to re-rack weights and maintain equipment after use.
5. Dropping of dumbbells or other equipment on the fitness center floor is not allowed.

6. Machines such as exercise bikes, treadmills, stair climber, and power ramp should be powered off after use unless others are waiting to use the machine.
7. Disinfecting supplies are provided. All equipment should be disinfected after each use. Users are expected to adhere to standard hygiene practices, including wiping down equipment.
8. Breakdown of any piece of equipment should be tagged and brought to the attention of a Kyle Curtiss and Ashley Mohler as soon as possible.
9. To ensure a respectful and comfortable environment for all users and neighboring departments (Probation is located directly above), **limit excessive noise between the hours of 8:00 am and 5:00 pm, including loud personal or speaker music.** Music is allowed if kept at a reasonable level and is powered off when leaving the room.
10. Lights and fans should be turned off when the fitness center is not in use.
11. Users are responsible for cleaning up after themselves and disposing of trash properly.

FITNESS CENTER USAGE PRIVILEGE
The fitness center is a privilege provided to Employees. The Sheriff reserves the right to revoke gym privileges for any person who:

- Fails to comply with this policy and its procedures or the posted fitness center rules.
- Engages in behavior that compromises the safety, cleanliness, or overall operation of the fitness center.
- Abuses or misuses fitness center equipment.

ACKNOWLEDGEMENT OF SHERIFF'S AUTHORITY
Fitness center users understand that the Sheriff has the authority to modify or revoke this policy at any time. By using the fitness center, users acknowledge that they have read, understood, and will comply with this policy and procedures.

AMENDMENTS AND UPDATES
This policy may be amended or updated at any time. Employees will be notified of changes to the policy and procedures through official channels.

QUESTIONS AND CONCERNS
Any questions or concerns regarding this policy and its procedures should be directed to Kyle Curtiss and Ashley Mohler.

EXERCISE EQUIPMENT WAIVER/ORIENTATION CONFIRMATION

I understand that my decision to use the exercise equipment located at the Itasca County facility is completely voluntary on my part and participation is not a condition of employment.

Minnesota Statute 176.021, subdivision 9 provides: "**Employer responsibility for wellness programs.** Injuries incurred while participating in voluntary recreational programs sponsored by the employer, including health promotion programs, athletic events, parties, and picnics, do not arise out of and in the course of the employment even though the employer pays some or all of the cost of the program. This exclusion does not apply in the event that the injured employee was ordered or assigned by the employer to participate in the program."

I understand and agree that by voluntarily using the equipment located on Itasca County's premises, I am not required to participate and any injury occurring during this exercise activity will not be covered by Itasca County's workers' compensation coverage.

I have submitted completed required Itasca County Forms to the Itasca County Risk/Safety Manager and have no medical conditions to preclude my participation in the voluntary use of equipment. I have completed an orientation and training from an authorized Itasca County Sheriff's Office Representative dependent on the intended specific use of the exercise facility referred to as the Fitness Center.
Authorized Representatives: Ashley Mohler & Kyle Curtiss

EMPLOYEE NAME (PRINTED)	EMPLOYEE SIGNATURE	DATE

Should you choose **only** to use the **treadmills, bikes, or stair climbers** in the Fitness Center and **not** the **CrossFit Program Equipment**, please indicate so by checking the box. ☐ Please have an authorized representative provide orientation to the room and have them sign off below.

ORIENTATION PROVIDER (PRINTED)	SIGNATURE	DATE

Should you choose to use the **CrossFit Program Equipment**, please complete the section below and have an authorized Itasca County Sheriff's Office Representative provide orientation to the room and the **CrossFit Program Equipment** and sign below.

THE ABOVE-NAMED EMPLOYEE HAS COMPLETED AN ORIENTATION AND TRAINING ON THE **CROSSFIT PROGRAM EQUIPMENT FROM AN AUTHORIZED ITASCA COUNTY SHERIFF'S OFFICE REPRESENTATIVE** AND HAS BEEN DETERMINED SAFE TO USE THE EQUIPMENT AND PARTICIPATE IN THE PROGRAM BY THE FOLLOWING:

TRAINER'S NAME (PRINTED)	TRAINER'S SIGNATURE	DATE

If you have any questions regarding this form or the terms of this form, please contact the Itasca County Risk/Safety Manager immediately and do not participate in any exercise activities.

ITASCA COUNTY FITNESS CENTER
READINESS TO PARTICIPATE AGREEMENT AND RELEASE

Itasca County ("County") has made available a fitness center for the exclusive use of the Itasca County Sheriff's Office, County, Judicial District Court employees, and County elected officials. The undersigned ("Employee") shall be permitted to make use of the fitness center upon the following terms and conditions:

1. Employee agrees to use the fitness center only in accordance with rules and regulations adopted by the County, in the County's sole discretion.
2. Employee agrees that use of the fitness center is completely voluntary. Employee agrees that any use of the fitness center or participation in any programming does not arise out of and is not in the course of employment.
3. Employee understands they are participating at their own risk and are responsible for their own readiness and ability to participate. It is recommended and encouraged that Employees discuss their ability to participate with their primary care provider.
4. Employee specifically agrees not to use the fitness center while under the influence of any mind-altering drug or chemical, including specifically, but not exclusively, alcohol of any sort.
5. Employee agrees to take sole responsibility to become familiar with the proper and safe use of any equipment within the fitness center.
6. Employee acknowledges that certain risks may exist in the use of fitness and workout equipment. These risks include injury through defective equipment or improper use of equipment or improper conduct by Employee or third parties. Employee agrees to release the County and its respective officers and employees from any claim the Employee may have to any incident which occurs in or arises in any way out of Employee's use of the fitness center or any equipment therein including specifically, but not exclusively, claims for personal injury, death, or property damage. Employee further agrees to indemnify, defend, and hold harmless the County and its officers and employees and agents from claims for personal injury, death, or property damage for incidents occurring in or about the fitness center.
7. This release will remain in effect for as long as the Employee uses the fitness center or the policy and procedures change.

EMPLOYEE ACKNOWLEDGES THAT THE FACILITY WILL NOT BE SUPERVISED AND AGREES THAT THE EMPLOYEE MAKES USE OF THE FACILITY AT EMPLOYEE'S OWN RISK.

EMPLOYEE HAS READ THE FITNESS CENTER POLICY AND PROCEDURES AND AGREES TO ABIDE BY THE RULES STATED IN THE POLICY AND PROCEDURES.

Employee Acknowledgement:

Employee's Signature: _____

Employee's Printed Name: _____

Date: _____

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-623

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

AGENDA ITEM:
AD Building Utilities Grant - Bowstring Airport

BOARD ACTION REQUESTED:
Approve submission of a grant request to MnDOT Aeronautics for A/D Building Utilities at the Bowstring Municipal Airport in the amount of $10,000 with a local match of $1000.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. A.D Building Utilities Grant

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

October 17, 2025

Kenneth Reichert

Airport Manager

Bowstring

Subject: State Fiscal Year 2026 Capital Grant Award Notification – 2nd Round Offer

Dear Kenneth Reichert,

The Minnesota Department of Transportation (MnDOT) Office of Aeronautics has completed its review and prioritization of funding requests submitted during the State Fiscal Year (SFY) 2026 Capital Grant solicitation.

We are pleased to inform you that the **A/D Building Utilities** project, with a total cost of **$10,000**, has been selected to receive a State Grant Offer. MnDOT will proceed with executing a grant contract under the following conditions:

Grant Conditions

- **Project-Specific Funding**: The awarded funds are designated specifically for the project named above and may not be transferred to another project at your airport.
- **Grant Execution Period**:
  The awarded funds must be encumbered during SFY 2026 (July 1, 2025 – June 30, 2026). To ensure timely use of State Airports Fund resources:
  - You must notify MnDOT of your **intent to pursue this grant no later than November 14, 2025**.
  - A **complete grant request** must be submitted by **December 19, 2025**.
  - If a complete request is not submitted by December 19th and no extension is approved, the project will be removed from consideration for SFY 2026 funding, funds will then be reprogrammed to support other airport needs, and the project would have to be resubmitted for prioritization during the next fiscal year's solicitation.

Required for a Complete Grant Request

Please submit the following documents by email to airportdevelopment@state.mn.us:

- A **Grant Request Letter** on sponsor letterhead identifying the project and requested funding.
- A **Project Cost Split** in Excel format. A template is available at: http://www.dot.state.mn.us/aero/airportdevelopment/forms.html
- Any supporting documentation outlining project costs (e.g., bid tabs, consultant agreements).
- MnDOT may request additional clarification or documents as needed.

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

Next Steps and Reimbursement Details

- Once MnDOT receives and approves your complete request, we will encumber the funds and prepare a grant contract for signature.
- **No reimbursement** will be made until a **fully executed grant contract** is in place.
- If early work is necessary, you may consult your Regional Engineer about proceeding through the **Early Encumbrance process**. Be aware:
    - Costs incurred **before encumbrance** are not eligible for reimbursement.
    - Costs incurred **after encumbrance but before grant execution** may be eligible—**but only reimbursed after** full contract execution.
    - Early Encumbrance is at your own risk and does not guarantee funding until a signed contract is in place.

Key Deadlines Summary

1. **November 14, 2025** – Confirm your intent to proceed with the project.
2. **December 19, 2025** – Submit a complete grant request or coordinate an alternate deadline with your Regional Engineer.
3. **December 20, 2025** – If no grant request is received and no extension approved, the project will be removed from consideration, and you must reapply in the next solicitation round.

If you no longer intend to pursue this project for SFY 2026, please notify me as soon as possible so the funds may be reallocated. If you have any questions or need assistance, don't hesitate to contact me directly.

Sincerely,

Jason Radde
Digitally signed by Jason Radde
Date: 2025.10.30 16:38:36 -05'00'

Jason Radde, P.E.

Central Region Engineer

Minnesota Department of Transportation – Office of Aeronautics

Central Region Engineer

CC: Jerry Bolin, jerry.bolin@karvakko.com

Equal Opportunity Employer

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-624

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

AGENDA ITEM:
Construct SRE Equipment Building Grant - Bowsting Airport

BOARD ACTION REQUESTED:
Approve submission of a grant request to MnDOT Aeronautics for a Contruct SRE Equipment Building Grant at the Bowstring Municipal Airport in the amount of $400.000 with a local match of $40,000.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Construct SRE Equipment Buidling Grant

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

October 17, 2025

Kenneth Reichert

Airport Manager

Bowstring

Subject: State Fiscal Year 2026 Capital Grant Award Notification – 2nd Round Offer

Dear Kenneth Reichert,

The Minnesota Department of Transportation (MnDOT) Office of Aeronautics has completed its review and prioritization of funding requests submitted during the State Fiscal Year (SFY) 2026 Capital Grant solicitation.

We are pleased to inform you that the **Construct SRE Equipment Building** project, with a total cost of **$400,000**, has been selected to receive a State Grant Offer. MnDOT will proceed with executing a grant contract under the following conditions:

Grant Conditions

- **Project-Specific Funding**: The awarded funds are designated specifically for the project named above and may not be transferred to another project at your airport.
- **Grant Execution Period**:
  The awarded funds must be encumbered during SFY 2026 (July 1, 2025 – June 30, 2026). To ensure timely use of State Airports Fund resources:
  - You must notify MnDOT of your **intent to pursue this grant no later than November 14, 2025**.
  - A **complete grant request** must be submitted by **December 19, 2025**.
  - If a complete request is not submitted by December 19th and no extension is approved, the project will be removed from consideration for SFY 2026 funding, funds will then be reprogrammed to support other airport needs, and the project would have to be resubmitted for prioritization during the next fiscal year's solicitation.

Required for a Complete Grant Request

Please submit the following documents by email to airportdevelopment@state.mn.us:

- A **Grant Request Letter** on sponsor letterhead identifying the project and requested funding.
- A **Project Cost Split** in Excel format. A template is available at:
  http://www.dot.state.mn.us/aero/airportdevelopment/forms.html
- Any supporting documentation outlining project costs (e.g., bid tabs, consultant agreements).
- MnDOT may request additional clarification or documents as needed.

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

Next Steps and Reimbursement Details

- Once MnDOT receives and approves your complete request, we will encumber the funds and prepare a grant contract for signature.
- **No reimbursement** will be made until a **fully executed grant contract** is in place.
- If early work is necessary, you may consult your Regional Engineer about proceeding through the **Early Encumbrance process**. Be aware:
    - Costs incurred **before encumbrance** are not eligible for reimbursement.
    - Costs incurred **after encumbrance but before grant execution** may be eligible—**but only reimbursed after** full contract execution.
    - Early Encumbrance is at your own risk and does not guarantee funding until a signed contract is in place.

Key Deadlines Summary

1. **November 14, 2025** – Confirm your intent to proceed with the project.
2. **December 19, 2025** – Submit a complete grant request or coordinate an alternate deadline with your Regional Engineer.
3. **December 20, 2025** – If no grant request is received and no extension approved, the project will be removed from consideration, and you must reapply in the next solicitation round.

If you no longer intend to pursue this project for SFY 2026, please notify me as soon as possible so the funds may be reallocated. If you have any questions or need assistance, don't hesitate to contact me directly.

Sincerely,

Jason Radde
Digitally signed by Jason Radde
Date: 2025.10.30 16:39:20 -05'00'

Jason Radde, P.E.

Central Region Engineer

Minnesota Department of Transportation – Office of Aeronautics

Central Region Engineer

CC: Jerry Bolin, jerry.bolin@karvakko.com

Equal Opportunity Employer

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-625

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

AGENDA ITEM:
Hangar Site Prep Grant - Bowstring Airport

BOARD ACTION REQUESTED:
Approve submission of a grant request to MnDOT Aeronautics for Hangar Site Prep Grant at the Bowstring Municipal Airport in the amount of $50,000 with a local match of $5000.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Hangar Site Prep Grant

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES::	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

October 17, 2025

Kenneth Reichert

Airport Manager

Bowstring

Subject: State Fiscal Year 2026 Capital Grant Award Notification – 2nd Round Offer

Dear Kenneth Reichert,

The Minnesota Department of Transportation (MnDOT) Office of Aeronautics has completed its review and prioritization of funding requests submitted during the State Fiscal Year (SFY) 2026 Capital Grant solicitation.

We are pleased to inform you that the **Hangar Site Prep** project, with a total cost of **$75,000**, has been selected to receive a State Grant Offer. MnDOT will proceed with executing a grant contract under the following conditions:

Grant Conditions

- **Project-Specific Funding**: The awarded funds are designated specifically for the project named above and may not be transferred to another project at your airport.
- **Grant Execution Period**:
  The awarded funds must be encumbered during SFY 2026 (July 1, 2025 – June 30, 2026). To ensure timely use of State Airports Fund resources:
  - You must notify MnDOT of your **intent to pursue this grant no later than November 14, 2025**.
  - A **complete grant request** must be submitted by **December 19, 2025**.
  - If a complete request is not submitted by December 19th and no extension is approved, the project will be removed from consideration for SFY 2026 funding, funds will then be reprogrammed to support other airport needs, and the project would have to be resubmitted for prioritization during the next fiscal year's solicitation.

Required for a Complete Grant Request

Please submit the following documents by email to airportdevelopment@state.mn.us:

- A **Grant Request Letter** on sponsor letterhead identifying the project and requested funding.
- A **Project Cost Split** in Excel format. A template is available at: http://www.dot.state.mn.us/aero/airportdevelopment/forms.html
- Any supporting documentation outlining project costs (e.g., bid tabs, consultant agreements).
- MnDOT may request additional clarification or documents as needed.

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

Next Steps and Reimbursement Details

- Once MnDOT receives and approves your complete request, we will encumber the funds and prepare a grant contract for signature.
- **No reimbursement** will be made until a **fully executed grant contract** is in place.
- If early work is necessary, you may consult your Regional Engineer about proceeding through the **Early Encumbrance process**. Be aware:
    - Costs incurred **before encumbrance** are not eligible for reimbursement.
    - Costs incurred **after encumbrance but before grant execution** may be eligible—**but only reimbursed after** full contract execution.
    - Early Encumbrance is at your own risk and does not guarantee funding until a signed contract is in place.

Key Deadlines Summary

1. **November 14, 2025** – Confirm your intent to proceed with the project.
2. **December 19, 2025** – Submit a complete grant request or coordinate an alternate deadline with your Regional Engineer.
3. **December 20, 2025** – If no grant request is received and no extension approved, the project will be removed from consideration, and you must reapply in the next solicitation round.

If you no longer intend to pursue this project for SFY 2026, please notify me as soon as possible so the funds may be reallocated. If you have any questions or need assistance, don't hesitate to contact me directly.

Sincerely,

Jason Radde

Digitally signed by Jason Radde
Date: 2025.10.31 08:33:29 -05'00'

Jason Radde, P.E.

Central Region Engineer

Minnesota Department of Transportation – Office of Aeronautics

Central Region Engineer

CC: Jerry Bolin, jerry.bolin@karvakko.com

Equal Opportunity Employer

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-524

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2024 Unorganized Township Bill

BOARD ACTION REQUESTED:
Approve the transfer of funds in the amount of $1,500,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

BACKGROUND: In September of 2020, the County Board adopted a new Unorganized Township Road and Bridge policy which outlines how road maintenance costs on the unorganized township system would be reimbursed to the County Road and Bridge fund. The policy states that a maximum reimbursement amount is set in the annual budget. The following year, the Transportation Department will provide a list of actual costs for the system and create a bill for the transfer of funds. Any amount over the budgeted amount will be covered by the County Road and Bridge fund.

2025 Budgeted Revenue Amount:	$1,500,000.00
2024 Actual Expenditures:	$2,318,381.25

Since expenditures were above the budgeted amount, the entire $1,500,000 should be transferred to the County Road and Bridge fund.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2024 UTWP Maintenance Costs for Board
2. Unorganized Township Road Policy

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

Itasca County Transportation Department

Unorganized Township 2025 Billing for 2024 Costs

Unorganized Township Costs for 2023	$ 2,318,381.25	Includes Overhead and Unallocated Costs
Bill to Unorganized Township	$ 1,500,000.00	64.70%
County Portion of Unorganized Road Costs	$ 818,381.25	35.30%

ITASCA COUNTY HIGHWAY DEPARTMENT
Summary of Road Program Maintenance Costs

Account	Description	Program 40 Thru 50	Cost/Mile
11-000	Routine Maintenance	$1,445,254.43	$4,943.07
12-000	Parts & Replacements	$346,413.35	$1,184.81
13-000	Betterments	$102,905.45	$351.96
14-000	Special Wk – Dust Ctl & Eng	$161,432.45	$552.13
	Allocated Expense	$2,056,005.68	$7,031.96
	Unallocated Expense	$264,728.52	$905.43
	Adjustment to Equalize Depreciation	$-2,352.95	$-8.05
	Total Expense	$2,318,381.25	$7,929.34
	Total Number of Miles	292.38	

UT Area	Percent of Total Mileage	Amount Due
1	43.67%	$655,050
2	10.39%	$155,850
3	16.70%	$250,500
4	11.00%	$165,000
5	5.90%	$88,500
6	12.34%	$185,100
Total	**100.00%**	**$1,500,000**

ITASCA COUNTY POLICIES & PROCEDURES **Transportation Department**	**EFFECTIVE DATE: 9/8/2020**	**POLICY #:**
	RBA #: 2020-904	**BOARD APPROVAL DATE: 9/8/2020** **Format Updates:**
	REFERENCES:	
SUBJECT: Unorganized Township Road Policy		

Unorganized Township Road Policy

The following policy has been established to provide guidelines and procedures for funding unorganized township road and bridge maintenance and improvements.

Background:

1. Itasca County has by resolution 2016-64 adopted December 13, 2016, designated a network of roads as unorganized township roads.
2. Itasca County received special legislation in 1999 through Chapter 115 – S.F. 1012, which states “Notwithstanding Minnesota Statutes, section 163.06, subdivision 4, the road and bridge fund tax money collected from unorganized townships in Itasca County need not be set apart in separate funds for each township. Notwithstanding Minnesota Statutes section 163.06, subdivision 5, road and bridge fund tax money that is collected from the various unorganized townships may be expended by the Itasca County board in any of the unorganized townships in the County”.

Funding Areas:

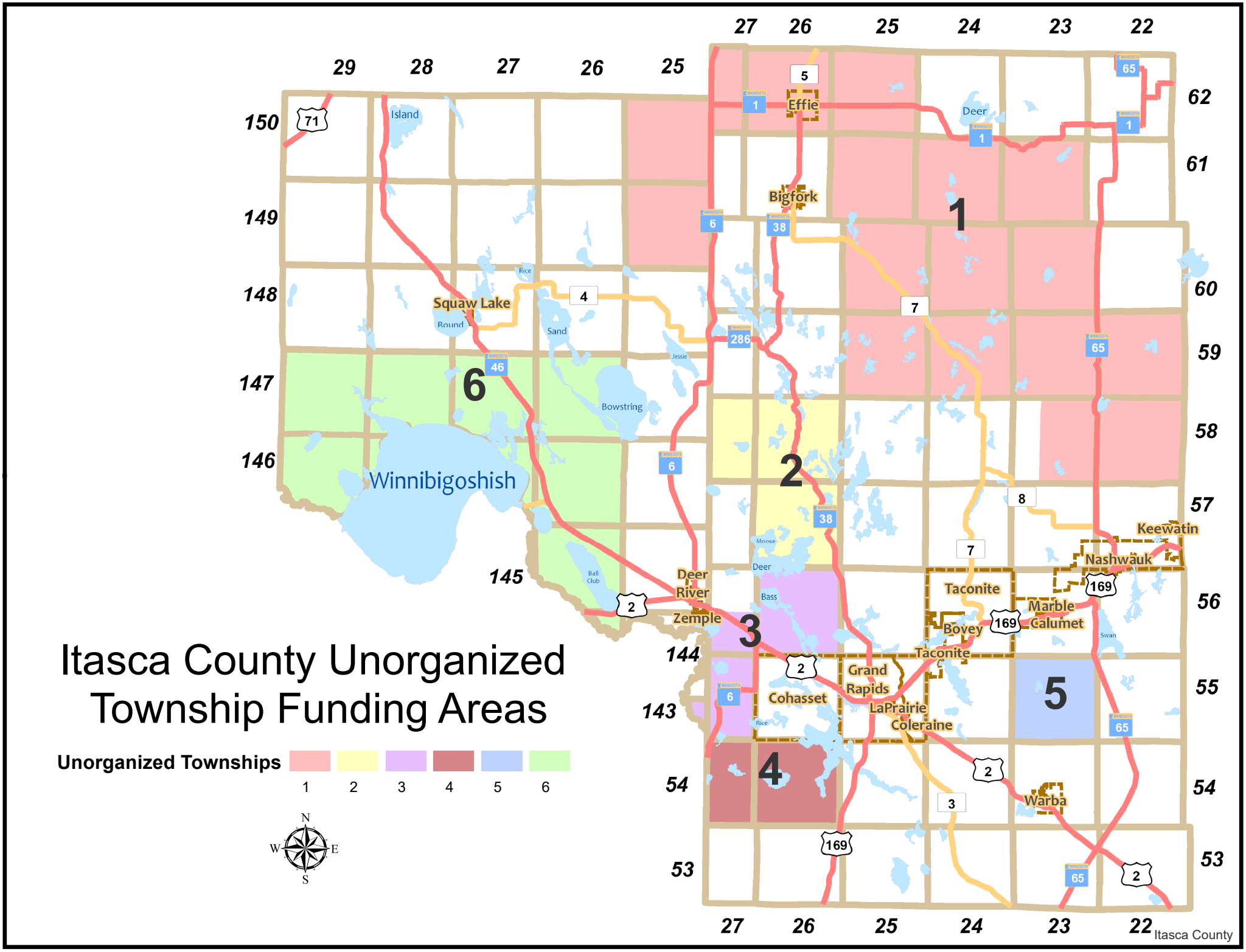
Although the special legislation allows for the revenues from unorganized township road and bridge levies to be combined into one fund and to be spent in any unorganized township, there remains a need to better utilize those funds in a manner which best serves the area in which those funds are collected. Unorganized Townships with similar geographical and functional characteristics have been divided into six Sub-Areas as shown on the attached map.

Accounting:

1. The unorganized township road and bridge fund tax capacity rate for each unorganized township shall be made equal and be set annually by the Itasca County Board.
2. The County Board will set an annual budget for the unorganized township maintenance expenses. The Transportation Department will determine the actual costs to the UT System after year-end and create a bill for transfer of

funds. The bill will not exceed the budget amount, with any additional costs being covered by the County Road and Bridge fund.

3. Funds in the UT System that are not utilized for maintenance, will be held for construction projects, established through the five-year plan.
4. The Auditor Treasurer's office will create new accounting codes, one for each funding area, and move monies from the individual unorganized township funds to their appropriate funding area. From that point forward, incoming taxes and fees, and outgoing reimbursements and expenses will be kept by funding area. The cumulative total of the funds available for the UT System will not go below zero. If the UT fund is depleted, continued maintenance will be funded by the County road and bridge fund.


Itasca County Unorganized Township Funding Areas
Unorganized Townships
1 2 3 4 5 6
N
W
E
S
Effie
Bigfork
Deer
Island
Squaw Lake
Round
Rice
Sand
Jessie
Bowstring
Winnibigoshish
Ball Club
Moose
Deer
Bass
Deer River
Zemple
Cohasset
Grand Rapids
LaPrairie
Coleraine
Taconite
Bovey
Marble
Calumet
Nashwauk
Keewatin
Warba
Swan
Rice
1
2
3
4
5
6
Itasca County

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-614

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59105 Final Payment - Cohasset 2025 Safe Routes to School Project

BOARD ACTION REQUESTED:
Approve final payment for Contract 59105 and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:
The City of Cohasset was awarded a state Safe Routes to School (SRTS) grant for a project to construct a sidewalk along NW 3rd Street. The grant required Itasca County to assist the city in adhering to the state aid construction process.

TNT Construction Group has completed construction and the City of Cohasset has recommended that final payment be made.

Bid Amount: $318,800.00
Final Amount $ 310,422.80

SRTS Funding $189,076.68
City of Cohasset $121,346.12

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. CONTRACT 59105

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

CONTRACT NUMBER 59105
SAP 031-591-005

STATE OF MINNESOTA

COUNTY OF ITASCA

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this March 18, 2025, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and TNT Construction Group, LLC of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of SAP 031-591-005 located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after May 12, 2025, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

August 8, 2025

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M. , this 18th , day of March , 2025

County of Itasca

By: Casey Venema (Mar 27, 2025 08:56 CDT)

Casey Venema, Chairperson County Board

Austin M Rohling
Austin M Rohling (Mar 27, 2025 08:57 CDT)

Austin Rohling, County Auditor / Treasurer

Contractor

By: Jaret Hammerly, President

TNT Construction Group, LLC Contractor

Approved as to form and execution this Mar 27, 2025 Day of , 2025

Jake Fauchald

County Attorney

Brett Skyles
Brett Skyles (Mar 27, 2025 09:54 CDT)

Brett Skyles, Clerk of County Board

CONTRACT59105

Final Audit Report 2025-03-27

Created:	2025-03-27
By:	Shelley Kebart (Shelley.Kebart@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnzgcW2KfMkZvclCpNUniAjee1dsfMNN_

"CONTRACT59105" History

Document created by Shelley Kebart (Shelley.Kebart@co.itasca.mn.us)
2025-03-27 - 1:49:42 PM GMT- IP address: 207.171.101.27

Document emailed to Casey Venema (Casey.Venema@co.itasca.mn.us) for signature
2025-03-27 - 1:52:07 PM GMT

Email viewed by Casey Venema (Casey.Venema@co.itasca.mn.us)
2025-03-27 - 1:55:45 PM GMT- IP address: 166.137.83.24

Document e-signed by Casey Venema (Casey.Venema@co.itasca.mn.us)
Signature Date: 2025-03-27 - 1:56:17 PM GMT - Time Source: server- IP address: 166.137.83.24

Document emailed to Austin Rohling (Austin.Rohling@co.itasca.mn.us) for signature
2025-03-27 - 1:56:18 PM GMT

Email viewed by Austin Rohling (Austin.Rohling@co.itasca.mn.us)
2025-03-27 - 1:56:44 PM GMT- IP address: 104.47.64.254

Signer Austin Rohling (Austin.Rohling@co.itasca.mn.us) entered name at signing as Austin M Rohling
2025-03-27 - 1:57:43 PM GMT- IP address: 207.171.101.27

Document e-signed by Austin M Rohling (Austin.Rohling@co.itasca.mn.us)
Signature Date: 2025-03-27 - 1:57:45 PM GMT - Time Source: server- IP address: 207.171.101.27

Document emailed to Jacob Fauchald (Jacob.Fauchald@co.itasca.mn.us) for signature
2025-03-27 - 1:57:46 PM GMT

Email viewed by Jacob Fauchald (Jacob.Fauchald@co.itasca.mn.us)
2025-03-27 - 2:02:50 PM GMT- IP address: 104.47.64.254

Document e-signed by Jacob Fauchald (Jacob.Fauchald@co.itasca.mn.us)
Signature Date: 2025-03-27 - 2:03:11 PM GMT - Time Source: server- IP address: 207.171.101.27

Document emailed to brett.skyles@co.itasca.mn.us for signature

2025-03-27 - 2:03:13 PM GMT

Email viewed by brett.skyles@co.itasca.mn.us

2025-03-27 - 2:53:32 PM GMT- IP address: 104.47.65.254

Signer brett.skyles@co.itasca.mn.us entered name at signing as Brett Skyles

2025-03-27 - 2:54:38 PM GMT- IP address: 207.171.101.27

Document e-signed by Brett Skyles (brett.skyles@co.itasca.mn.us)

Signature Date: 2025-03-27 - 2:54:40 PM GMT - Time Source: server- IP address: 207.171.101.27

Agreement completed.

2025-03-27 - 2:54:40 PM GMT

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-617

DEPARTMENT: Facilities Management **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
Honeywell Software Upgrade and Assurance Contract 40099531

BOARD ACTION REQUESTED:
Approve Honeywell software upgrade and assurance contract 40099531 and authorize necessary signatures.

BACKGROUND:
Software is out of date and obsolete; no longer serviceable. Must be updated to maintain security and continuity.

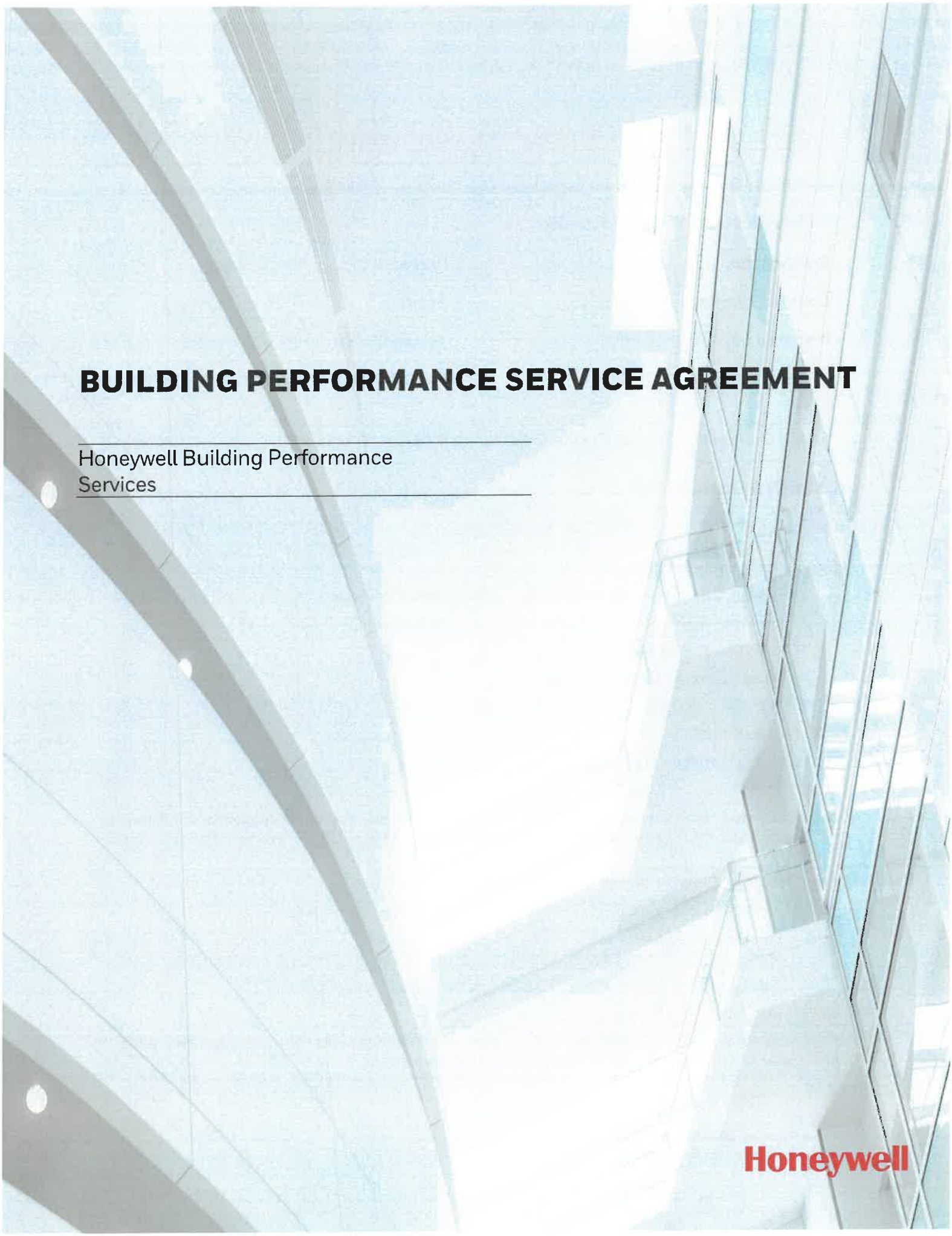
COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Honeywell Software Contract 40099531

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

BUILDING PERFORMANCE SERVICE AGREEMENT

Honeywell Building Performance
Services



Honeywell

HONEYWELL BUILDING PERFORMANCE SERVICE CONTRACT

For EBI/DVM Software Upgrade Service with C.E.M – Building Automation

County of Itasca ATTN: Tony Pallki

Prepared for:	County of Itasca	**Prepared by :**	Matt Hilliard
Contract Number:	40099531	**Position :**	Account Manager
Prepared on:	10/28/25	**Telephone No :**	952-254-1666
Systems Covered:	EBI/DVM/Forge	**Email :**	Matthew.hilliard@Honeywell.com

Site(s) Covered: Itasca County Courthouse & LEC

EXECUTIVE SUMMARY

HIGH LEVEL SCOPE OF CONTRACT

Overview of service contract

1) Honeywell Software Assurance for Enterprise Building Integrator
2) Honeywell Software Assurance for Digital Video Manager
3) Carbon & Energy Manager for Forge.
4) Forge Customer Success Manager
5) Honeywell Users Group

CONTRACT PERIOD:

The contract will start on the 11/15/25 and run for 5 year(s),

PRICE:

The price for this service contract is $ 36,290.00 per annum with an escalation applied for the following years were applicable. The full price breakdown can be found in the detailed agreement found after this summary.

EXCLUSIONS & CLARIFICATION:

The below are high level exclusions or clarifications regarding this agreement.

- Remote Connectivity is at the responsibility of the customer., Honeywell will provide SecureConnect application to be installed on the servers that run Honeywell software to provide remote access.
- This proposal is valid for thirty (30) days from the date on this document.

DETAILED SCOPE OF WORKS:

For a more detailed scope please refer to the scope of works section in the following pages on what is included in this agreement and more detail on each entitlement.

NEXT STEPS:

If you want to proceed with this proposal, please sign the below agreement and return to your HBS representative using the email at the top of this Executive Summary with a Purchase Order made out to Honeywell International,Golden Valley,MN for the value in the price schedule.

Thank you for your request for a proposal for Honeywell's Building Performance Services. We look forward to working with your organization on this service agreement.

Yours Sincerely

Matt Hilliard

Account Manager

CONTENTS

PRICE SCHEDULE

Customer will pay Honeywell the following annual price (collectively, the "Price") for the services contemplated by this Agreement. Customer agrees that the annual price will be escalated by an amount determined by Honeywell in its sole discretion as of the anniversary of the Effective Date. Such escalation amount will be provided by written notice to the Customer prior to the anniversary of the Effective Date.

Contract Term will commence on the Effective Date and continue for a period of 07/01/25 (5) years (the "Contract Term"). This Agreement will automatically renew in accordance with the terms of the Renewal section below.

Contract Effective Date: 11/15/25

Years	Years Details	Annual Price
Year 1	2025-2026 (11/15/25 to 11/14/26)	$ 36,290.00
Year 2	2026-2027 (11/15/26 to 11/14/27)	$ 37,578.30
Year 3	2027-2028 (11/15/27 to 11/14/28)	$ 38,912.32
Year 4	2028-2029 (11/15/28 to 11/13/29)	$ 40,293.71
Year 5	2029-2030 (11/14/29 to 11/13/30)	$ 41,724.14

RENEWAL TERMS

Renewal Terms: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party. To initiate the automatic renewal term, Honeywell will provide Customer an annual renewal letter at least sixty (60) days prior to the end of the initial term or such renewal term (as applicable), or unless terminated as provided herein. The renewal letter will contain Honeywell's then-current General Terms and Conditions (available at hwll.co/bps-terms-conditions). Customer agrees it will review and accept the updated pricing and the then-current General Terms and Conditions on an annual basis. To the extent Customer does not agree to the pricing or the then-current General Terms and Conditions, Customer must notify Honeywell within thirty (30) days of receiving the renewal letter consistent with the notification requirements in such letter. If Customer fails to provide such notice, Customer's subsequent payment will be deemed acceptance of the updated pricing and then-current General Terms and Conditions. Customer acknowledges and agrees that any additional or contrary terms contained in any Customer purchase order or other agreement issued to Honeywell are not applicable to the services provided and are hereby rejected. By signing below you acknowledge the foregoing and agree to be bound by these Renewal Terms.

SIGNATURE

Submitted by BA:

Name: Matthew Hilliard

Title: Account Manager

Date: 10/28/25

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an agreement in accordance with the below General Terms and Conditions and only upon signature below by an authorized representative of Honeywell and Customer.

Accepted by:

Honeywell International,Golden Valley,MN.,through its Building Automation-Services business unit	County of Itasca
Signature: By: _____	**Signature: By**: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SERVICE AGREEMENT TERMS AND CONDITIONS

Terms and Conditions

This quote is valid for 30 days from the date of issuance and is subject to Honeywell's Terms and Conditions for Projects and Services, available at hwll.co/balegal, as well as any software terms available at hwll.co/eula.

This quote and the pricing herein excludes additional taxes, tariffs, and duties, which shall be calculated and added at the time of invoicing.

To accept this proposal, simply sign this document and return together with an official purchase order to the email address noted above. By accepting this quotation, you are aware of and agree with the above reference Terms and Conditions and the proposed system modification(s) and agree that any terms and conditions referenced in any purchase order will be considered null and void.

WORK SCOPE DOCUMENTS

Scope of Work: Honeywell International,Golden Valley,MN, through its Building Automation – Services business unit (sometimes referred to as "BA," "Honeywell" or "Building Automation"), shall provide the Services (as defined below) in accordance with the attached Work Scope Document(s) and General Terms and Conditions, which form a part of this Agreement. "Agreement" means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and the Work Scope Document(s) attached hereto.

Scope

Honeywell will provide the following software-related services with respect to the Covered HSA Software on Covered HSA Equipment (each as defined below) as part of the Honeywell Software Assurance program during the applicable term of the Agreement (as defined below) for which Customer (sometimes referred to as "you" herein) pays for Honeywell Software Assurance, to the extent expressly provided in this Work Scope Document.

Software upgrades.

Preferred pricing on expansion orders.

EBI, DVM service packs, feature packs, software updates, and bug fixes.

Windows update qualification.

As used herein, "Agreement" means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered HSA Software (the "Covered HSA Software"):

Quantity	Product Description	Version	System Number
1	Enterprise Building Integrator	R610* (or current version)	64533
1	Digital Video Manager	DVM700* (or current version)	92566
4	EBI Station Connection	N/A	N/A

*at time of contract draft date.

Software Enhancement and Support

Honeywell Software Assurance:

- Provides EBI upgrades on years 1-3-5 of the contract or as agreed upon by Itasca County and Honeywell. 2025 will bring Itasca County to EBI R700 or 'EBI 2025' if desired.
- Provides DVM Upgrades on years 1-3-5 of the contract or as agreed upon by Itasca County and Honeywell.
- Provides EBI patching on a quarterly basis or if a critical software update becomes available.

Forge – Carbon Energy Management

Honeywell's Forge Sustainability Platform is designed to serve city and building customers and provides a cloud-based, fully autonomous "control and optimization" solution for **Carbon, Health, and Energy Management (CEM)**. The platform sits "on top" of your building management system (BMS) to help you achieve your sustainability goals while avoiding unnecessary tradeoffs. The BMS-agnostic system can provide value to a building with flexible customizable packages. In contrast to pure dashboard solutions (that lack control ability), CEM provides utility cost analysis and advanced energy management functionality, including anomaly reporting, and it covers both Scope 1 and Scope 2 Carbon Emissions—and this supports all energy and fuel types for Scope 1 and Scope 2 CO2e.
With CEM, you will have increased visibility and control over the following parameters:

- Energy Baseline (requires access to Utility Consumption Data)
- Energy Use Intensity (EUI)
- Utility Costs (requires Utility Bill & Tariff structure)
- Carbon Emissions (Scope 1 & 2)
- Energy Savings
- Live Meter Data (requires live utility meters on site, that can be integrated into BMS)
- Energy Alerts/BMS Alarms

The CEM solution can automatically populate utility bill data; you will see historical and future energy consumption and carbon emissions (Scope 1 and 2).
As part of the CEM offering, below are the following options:

- CEM (Monitor)
  - This phase enhances productivity by removing manual reporting, easy deployment with clear measurement and monitoring of CO2 emissions
  - Reduces energy using dynamic maintenance scheduling to manage energy use
- CEM (Control)
  - Integrates with a building management system to provide advanced controls to reduce energy use and CO2 emissions
  - Uses real-time alarms and alerts to respond to issues before escalation is needed

Honeywell is proposing CEM (Monitor) for now. This will give your team time to absorb the data to see where your major energy and carbon emissions are coming from. We can use this data as a baseline to increase the license to CEM (Control) in the future if Itasca County sees value in it.

Forge – Customer Success Manager

As part of your contract, Honeywell is offering a Customer Success Manager with uncapped hours included. Their goal is to help tweak and modify the Forge platform to whatever best suits Itasca County at that time. Forge is a complex tool; Honeywell will provide the tools and resources to simplify it for you. To receive CSM help, contact your local Account Manager and Service Teams for support.

TERMS

- For software included in the List of Covered HSA Software and originally installed by Honeywell on the Covered HSA Equipment, Honeywell will, on a scheduled basis determined by Honeywell in its sole discretion, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (provided, that with respect to third-party software, only after it has been qualified by Honeywell and subject to Customer's payment of all required fees to such third parties except to the extent otherwise expressly provided herein) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.
- For the same software, Honeywell will apply critical software updates as they become available (provided, that with respect to third-party software only after it has been qualified by Honeywell and subject to Customer's payment of all required fees to such third parties except to the extent otherwise expressly provided herein). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security, as determined by Honeywell in its sole discretion.
- Customer shall not install any software on Covered HSA Equipment without Honeywell's written approval. This Agreement does not include any services on software installed by others, and Honeywell will have no obligations or liabilities whatsoever with respect to any such software.
- The fee set forth in the Agreement for the Honeywell Software Assurance program provided in this Work Scope Document is based upon the existing system's licensed software features at the time this Work Scope Document becomes effective. This amount remains subject to escalation for, among other reasons, any and all system expansions that occur during the Agreement term, e.g., by adding readers or interfaces or other software components.
- The first payment on Customer's Honeywell Software Assurance is due at the commencement date of the Agreement; provided, that for new licenses of Honeywell EBI or DVM software purchased separately by Customer, the annual payment begins at the start of year two, after the one-year warranty on the newly-installed software expires.
- All of Honeywell's obligations in this Work Scope Document are expressly conditioned on Customer's execution of Honeywell's then-current standard Software License Agreement for the applicable software (to the extent not already executed by Customer with respect to the item in question) and any third party software license agreement that may apply, the terms of each of which software license agreement shall govern and control in the event of a conflict or inconsistency with the terms of the Agreement.

- Except to the extent otherwise expressly provided in pricing schedule to the Agreement, the fees payable by Customer for Honeywell Software Assurance exclude labor and related expenses (e.g., travel, lodging, etc.) and materials, and Customer will pay Honeywell for such labor, expenses and materials relating to this Work Scope Document at Honeywell's then-current prevailing rates on a time and material basis, provided, that labor shall be charged at the specific hourly rate(s) set forth in the pricing schedule to the Agreement (or if no such rates are set forth, at Honeywell's standard hourly rates), subject to escalation in accordance with the Agreement.
- Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance.
- This does NOT include any new hardware or hardware upgrades.

PERFORMANCE REVIEW

A review of the Services provided within this Agreement will be performed by Honeywell on an annual basis if requested by Customer. Honeywell and Customer will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify potential opportunities to further improve performance of the Covered Equipment.

This will be with your local service management team and your assigned Honeywell sales contact where ongoing improvements or recommendations will be made

HONEYWELL USERS GROUP

Honeywell Users Group (HUG) is designed for our customers. It provides an opportunity to maximize your service agreement and learn about the latest features and capabilities of our technologies. You will also learn from other Honeywell users. The event is designed to foster the sharing of new ideas, technologies and innovations in an information-rich environment.

The HUG Training Service Contract provides eligible attendees with event registration fee, training materials, hotel accommodation and tax (where applicable) at the designated conference location. Hotel incidentals, travel, additional meals, companion events, companion travel, etc., are the customer's responsibility.

The HUG Training Service Contract also provides 10x tokens per person for use on My Honeywell Buildings University (MYHBU) valued at $1,000*. Customers will be awarded tokens to their MYHBU account to access content.

Pricing Schedule HUG Americas (delete lines that do not apply)

	Details	Number of Attendees
Tier 2	**Registration + Accommodation**	2
Total	1.0	

1. *Pricing Subject to change on an annual basis.
2. Note this entitlement is not refundable for customers who do not attend HUG.
3. Should the event not take place, the customer will be entitled to the equivalent value of online training tokens through My Honeywell Buildings University (MYHBU).
4. Accommodation will only be provided for those attendees on Tier 2 and for the duration of the Honeywell hosted days

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-618

DEPARTMENT: Human Resources **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
Paid Family Medical Leave (PFML) Policy and updates to the current Leave of Absence Policies

BOARD ACTION REQUESTED:
Approve the new Paid Family and Medical Leave (PFML) Policy, effective January 1, 2026, as required under the Minnesota Paid Family and Medical Leave Act (Minn. Stat. Chapter 268B), and approve updates to existing County leave policies to ensure compliance and consistency with the new law and related state and federal regulations.

BACKGROUND:

The State of Minnesota's Paid Family and Medical Leave (PFML) program takes effect on January 1, 2026, requiring all public employers to comply with the new law that provides wage replacement benefits for qualifying family and medical leaves. In preparation for implementation, Human Resources has developed a new PFML Policy establishing the County's administrative procedures and coordination with other leave programs such as FMLA, ESST, and Parental Leave.

As part of this process, HR has also completed a comprehensive review and update of all existing leave-related policies to ensure legal compliance, consistency across policy language, and alignment with the new PFML provisions. Updates include revisions to the general Leave of Absence, Family and Medical Leave (FMLA), Earned Sick and Safe Time (ESST), and Parental Leave policies, as well as related administrative procedures.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. PFML Policy - Draft
2. Supplemental Leave Election & Acknowledgment
3. LOA Policy - Draft
4. Leave Spreadsheet
5. FMLA Policy - Draft
6. ESST Policy - Draft
7. Catastrophic Leave Donation Policy - Draft

8. Leave of Absense Policy - OLD
9. Sick Leave Policy - OLD
10. Catastrophic Leave Donation Policy 2-22-22 (2)

11/04/2025

RESULT:	PULLED FROM AGENDA

ITASCA COUNTY HUMAN RESOURCES	EFFECTIVE DATE: RBA #: RBA Dated:	POLICY #: HR-006-2025 BOARD APPROVAL DATE:
	REFERENCES: Minnesota Paid Family and Medical Leave Act (Minn. Stat. §§ 268B.01–268B.25) Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.) Minnesota Parenting Leave, Minn. Stat. §181.941 Minnesota Safety Leave, Minn. Stat. §181.9413	
SUBJECT: Paid Family and Medical Leave (PFML) Policy		

Policy Statement
Itasca County complies with the State of Minnesota Paid Family and Medical Leave (PFML) program. PFML provides partial wage replacement for employees who need time away from work for qualifying family and medical reasons. **Benefits are administered by MetLife, the County's designated third-party claims administrator.**

Eligibility
Employees are eligible if they:

- Earn sufficient wages in a base period to meet the state threshold (5.3% of the state average annual wage); and
- Have qualifying employment within the State of Minnesota.

All Itasca County employees who meet the state eligibility criteria are covered.

Covered Leave Reasons
Eligible employees may use PFML for the following:

- Employee's own serious health condition that prevents them from performing job duties.
- Bonding with a new child (birth, adoption, or foster placement).
- Caring for a family member with a serious health condition.
- Qualifying exigency related to military service.
- Safety leave related to domestic abuse, sexual assault, or stalking (Minn. Stat. §181.9413).

Itasca County
Minnesota

Duration of Leave

Employees may take:

- Up to 12 weeks of paid leave for family leave.
- Up to 12 weeks of paid leave for medical leave.
- Combined maximum of 20 weeks in a single benefit year if both family and medical leave are used.

Intermittent Leave under PFML

- Employees may take scheduled intermittent Paid Family and Medical Leave (PFML) when approved by the state/MetLife. Intermittent PFML benefits are prorated, meaning the benefit payment will reflect only the portion of time the employee is actually on leave.
- Intermittent PFML leave is limited to a maximum of 480 hours per calendar year (equivalent to 12 weeks of full-time leave). Any additional PFML leave beyond 480 hours must be taken as continuous leave, if eligible.

  Example: An employee approved for intermittent PFML may take leave in partial-day or partial-week increments, such as one day per week to attend medical appointments. In this case, the employee would receive a partial benefit for each day taken, and the total time used will count toward the 480-hour annual cap.
- Accruals and Benefits: Accrual of sick or vacation leave, insurance premium deductions, and PERA service credit will follow the same rules as continuous PFML leave and will be based on the number of paid County hours in each pay period.
- Communication: Employees on intermittent PFML must regularly communicate with their supervisor and HR regarding expected absences and changes in the leave schedule.

Benefit Payments, Supplemental Pay, and PERA

- PFML provides partial wage replacement based on the employee's wages, as determined by state law.
- Supplemental Pay ("Top-Off") Election:
  Employees may elect to supplement their state PFML benefit with accrued County paid leave (vacation, sick, comp time, PTO).
  - If elected, the employee must use all available accrued leave until exhausted (all-or-nothing rule).
  - If not elected, no supplemental leave will be applied.
    This practice mirrors Itasca County's current application of FMLA.
- Accruals: Employees will only earn vacation, sick, or other contractual accruals if they use at least forty (40) hours of supplemental paid leave in a pay period. If fewer than 40 hours are used, no accruals will be earned for that pay period for sick or vacation.

- Holiday Pay: Employees on PFML will not receive separate County holiday pay. Holiday pay is already factored into the "average weekly wage" used by the State/MetLife to calculate PFML benefits.
- PERA Service Credit: Time away from work under Paid Family and Medical Leave (PFML) does not count toward Public Employees Retirement Association (PERA) service credit, and PFML wage replacement benefits are not considered PERA-eligible salary unless the leave qualifies as medical leave and the employer-paid benefits are equal to or greater than 50% of the employee's regular earnings.

Overpayments
If PFML benefits combined with County supplemental pay result in an overpayment, the County will reconcile the difference. Employees are responsible for repayment, consistent with Minn. Stat. §181.79. Written notice will be provided outlining the amount owed, repayment deadline, and appeal rights.

Insurance Premium Arrears
Employees on PFML may not earn sufficient County wages to cover the employee portion insurance premiums through payroll deduction.

- The County will track arrears and require direct payment.
- Premium payments are due on the regular pay date.
- Failure to remit timely payment may result in termination of coverage, subject to COBRA or Minnesota continuation.

Job Protection and Benefits
Employees returning from PFML will be reinstated to the same or an equivalent position with the same pay, benefits, and terms/conditions of employment, consistent with FMLA and Minnesota law.

Employee Responsibilities
Employees must:

- Notify their supervisor and HR when requesting PFML.
- File a claim with MetLife before leave begins.
- Provide supporting documentation (medical certification, adoption/foster paperwork, military orders, etc.) when required.
- Complete the County's PFML Supplemental Leave Election & Acknowledgment Form prior to commencing leave.

Itasca County
Minnesota

Employer Responsibilities

Itasca County will:

- Provide employees with information on filing PFML claims.
- Coordinate payroll and benefit deductions while employees are on PFML.
- Require supervisors to notify HR when an employee requests or may qualify for PFML.

Non-Retaliation

Employees will not be disciplined, discharged, or otherwise retaliated against for requesting or taking PFML.

Revised: 10/2025

Itasca County
Minnesota

Itasca County – PFML Supplemental Leave Election & Acknowledgment Form

This form must be completed by employees requesting Paid Family & Medical Leave (PFML) who wish to elect whether to supplement their State of Minnesota PFML benefits, administered by MetLife, with accrued County paid leave. It also documents acknowledgment of responsibilities regarding accruals, holiday pay, insurance premiums, and repayment of overpayments.

Employee Information

Employee Name:	
Department:	
Date of Request:	

Supplemental Leave Election

☐ I elect to supplement my PFML benefits with all available accrued paid leave (vacation, sick, PTO, comp time). I understand I must use all available leave until exhausted.
☐ I decline to supplement my PFML benefits with accrued paid leave. I understand no County paid leave will be applied during my PFML.

Employee Acknowledgments

By signing below, I acknowledge and agree to the following:
1. Accruals: I will only earn vacation, sick, or other contractual accruals if I use at least 40 hours of supplemental leave in a pay period.
2. Holiday Pay: I will not receive separate County holiday pay while on PFML, as holidays are factored into the State's benefit calculation.
3. Overpayments: If PFML benefits and County pay result in an overpayment, I am responsible for repaying the overpaid amount through payroll deduction or direct reimbursement.
4. Insurance Premiums: I am responsible for remitting insurance premium payments directly to the County when I do not earn sufficient pay for payroll deduction. Premium payments are due on the County's regular pay date.

Signatures

Employee Signature: _____ Date: _____

HR Representative: _____ Date: _____

ITASCA COUNTY HUMAN RESOURCES	**EFFECTIVE DATE:**	**POLICY #: HR-003-2025**
	RBA #: **RBA Dated:**	**BOARD APPROVAL DATE:**
	REFERENCES: *Minn. Stat. § 181.9412 – School conference leave accurately defined (16 hours/year, unpaid, substitution allowed).* *Minn. Stat. § 181.9413 – Sick child care leave matches statutory language.* *Minn. Stat. § 181.946 – Civil Air Patrol leave correctly cited and limited to non-disruptive conditions.* *Minn. Stat. §§ 181.947–181.948 – Military family and ceremonial leave language aligns with statute.* *Minn. Stat. §§ 181.945 & 181.9456 – Bone marrow and organ donation leave compliant (40 hours, verification permitted).* *Minn. Stat. § 204C.04 – Voting leave accurately referenced.* *Minn. Stat. § 593.50 – Jury duty paid leave provision compliant.* *Minn. Stat. § 192.26 – Paid military leave accurately reflects 15-day statutory limit.* *Minn. Stat. § 518B.01 subd. 23 – Domestic abuse relief leave provision properly included.*	
SUBJECT: Leave of Absence Policy (General)		

PURPOSE AND SCOPE

Itasca County recognizes that employees may occasionally need time away from work for personal, medical, civic, or other reasons not covered by protected leave laws such as Paid Family and Medical Leave (PFML), Family and Medical Leave Act (FMLA), Earned Sick and Safe Time (ESST), or Parenting Leave.
This policy establishes the process and conditions under which an unpaid or paid leave of absence may be approved.

Note: Not all leaves are considered "protected "under law. Job protection, reinstatement, and employer-paid benefits are not guaranteed during an unprotected leave unless specifically required by applicable law or collective bargaining agreement.

LEAVE OF ABSENCE WITHOUT PAY

1. Medical Leave of Absence Without Pay

a. Policy Statement
Employees may request an unpaid leave of absence for their own medical condition, including physical or mental illness, injury, or treatment for chemical dependency, when supported by a physician's statement verifying inability to work and expected return date.

b. Eligibility
Available to regular full-time and regular part-time employees who have completed their probationary period.

c. Authorization and Procedure

1. The employee must submit a written request and physician's statement to the Department Head as early as possible.
2. The County Administrator must approve all unpaid medical leaves.
3. Employees must use all accrued paid leave (sick, vacation, compensatory) prior to unpaid leave unless otherwise approved.
4. The Department Head may request periodic updates from the healthcare provider.
5. Authorized documentation will be filed in the employee's personnel record.
6. If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

d. Duration

A medical leave of absence may be granted for up to six (6) months. Extensions may be approved by the County Administrator for good cause, supported by medical documentation, not to exceed two (2) years.

e. Return to Work and Employment Status

Employees must provide a fitness-for-duty certification prior to returning. Reinstatement to the same or a comparable position is not guaranteed unless required by law or collective bargaining agreement. Placement upon return will depend on position availability, department needs, and qualifications.

Personal Leave of Absence Without Pay

a. Policy Statement

Itasca County may grant a personal leave for matters of personal necessity or importance that do not qualify under a protected leave category.

b. Authorization and Procedure

1. Leaves up to ten (10) working days may be approved by the Department Head.
2. Leaves exceeding ten (10) working days require approval by the County Administrator.
3. Requests must be submitted in writing as far in advance as possible.
4. No leave will be approved for the purpose of accepting other employment.

5. Approved requests will be filed in the employee's personnel record.
6. If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

c. Benefits and Service Credit

- Service credit and benefit accruals will be frozen for unpaid leaves exceeding thirty (30) days.
- The County is not required to contribute its share of insurance premiums for unprotected leave.

d. Premium and Arrears Administration
If an employee elects to maintain insurance coverage during an unprotected leave:

- The County will track arrears and require direct payment from the employee.
- Premium payments are due on the employee's regular pay date.
- Failure to maintain timely payment will result in lapse of coverage effective the date premiums became unpaid, subject to continuation rights under state or federal law.

School Conference and Activities Leave

a. Policy Statement
Pursuant to Minnesota Statute §181.9412, employees may take up to sixteen (16) hours of unpaid leave per school year to attend school or child care-related conferences or activities that cannot be scheduled outside work hours. Employees may substitute paid leave.

Civil Air Patrol Leave

a. Policy Statement
Under Minnesota Statute §181.946, employees who are members of the Civil Air Patrol may be granted unpaid leave for official missions when requested under authority of the State or its political subdivisions, provided the absence does not unduly disrupt County operations.

Itasca County
Minnesota

Military Family and Ceremonial Leave

a. Policy Statement
Per Minnesota Statutes §§181.947–181.948, employees may receive up to ten (10) unpaid working days if an immediate family member serving in the U.S. Armed Forces is injured or killed while in active service, and up to one (1) unpaid day per calendar year to attend a send-off or homecoming ceremony.

Leave to Obtain Restraining Orders

a. Policy Statement
Employees may take reasonable unpaid time off to obtain or attempt to obtain relief under the Domestic Abuse Act (Minnesota Statute §518B.01, Subd. 23). Except in cases of imminent danger, employees must provide at least 48 hours' notice.

LEAVE OF ABSENCE WITH PAY

1. Jury Duty

Employees summoned for jury duty will be granted paid leave in accordance with Minnesota Statute §593.50. Employees must provide a copy of the jury summons and return to work if excused during their regular shift.

If the employee receives payment from the court for jury service, the payment (excluding mileage reimbursement) must be endorsed over to the County and submitted to Payroll. Mileage reimbursements provided by the court are the employee's to retain and should be tracked separately by the employee.

Employees are responsible for entering their jury duty hours on their timesheet for the corresponding dates of service.

2. Voting Leave

Employees may take paid time off to vote in any state or national election under Minnesota Statute §204C.04, after notifying their supervisor in advance.

3. Appearance at Government Proceedings

Employees subpoenaed to appear in a proceeding directly related to their County employment will receive paid leave for the duration of the required appearance.\

4. Military Leave With Pay

Employees who are members of the National Guard or Reserve shall receive up to fifteen (15) calendar days of paid military leave each calendar year, consistent with Minnesota Statute §192.26.

5. Bereavement Leave

Employees may use up to twenty-four (24) hours of paid leave for a death in the immediate family, with an additional sixteen (16) hours for extended travel (over a 150-mile radius from the employee's home or related arrangements. "Immediate family" includes spouse, parents, children, siblings, grandparents, grandchildren, in-laws, or other close relations of equivalent significance.

*If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

6. Sick Child Care Leave

Employees may use accrued sick leave to care for a sick or injured child, as permitted under Minnesota Statute §181.9413.

7. Bone Marrow and Organ Donation Leave

Employees may receive up to forty (40) hours of paid leave to donate bone marrow or an organ, consistent with Minnesota Statutes §§181.945 and 181.9456. Verification from a physician may be required.

JOB PROTECTION AND BENEFITS

1. **Job Protection:**
   Reinstatement to the same or a comparable position is not guaranteed unless required by applicable law (e.g., under a protected leave such as FMLA, PFML, or military service leave) or collective bargaining agreement.

2. **Benefit Coverage:**
   During any unprotected leave, the County is not obligated to pay its share of insurance premiums. Employees may continue coverage at their own expense as outlined above under "Premium and Arrears Administration."

UNAUTHORIZED LEAVE OF ABSENCE

An absence not approved under this policy will be considered unauthorized and may result in disciplinary action up to and including termination. Employees absent for three (3) consecutive workdays without notice or approval will be considered to have voluntarily resigned.

If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

County Board action date: 07/08/1986; 05/12/1987; 02/09/1988; LEAVE OF ABSENCE POLICY Page 28 06/14/1988; 05/08/1990; 07/10/1990; 12/11/1990; 08/27/1991; 08/25/1992; 09/28/1993; 12/22/1998; 01/09/2001; 09/23/2003; 08/25/2009; 04/27/2010; 05/24/2011; 4/23/2013

Revised: 10/2025

Itasca County
Minnesota

Leave Type	Resources	Leave Reasons	Paid/Unpaid	Employer Applicability	Initial Eligibility	Employee Eligibility	Max Leave	Notes	Often Runs Concurrent With
Earned Sick and Safe Time (ESST)	Minn. Stat. 181.9445–181.9448; MN Dept. of Labor	Personal or family illness, domestic abuse, public emergency, funeral, communicable disease	Paid	All MN employers	Day one of employment	All employees working ≥80 hrs/year	Up to 80 hrs/year	Expands Jan 1, 2025, to cover other paid leave types	FMLA, ADA, MN Pregnancy and Parenting Leave
MN Pregnancy and Parenting Leave	Minn. Stat. 181.941	Birth/adoption, prenatal care, pregnancy incapacity	Unpaid	All MN employers	Day one of employment	All employees	12 weeks/year	Prenatal care time does not reduce leave entitlement	FMLA, ADA, ESST, MN PFML
Pregnancy Accommodation	Minn. Stat. 181.939	Accommodation related to pregnancy	Unpaid	All MN employers	Day one of employment	All employees	12 weeks (part of MN Pregnancy Leave)	May include temporary leave	FMLA, ADA, ESST, MN PFML
Nursing/Lactation Breaks	Minn. Stat. 181.939; MN Dept. of Health	Expressing milk	Paid	All MN employers	Day one of employment	All employees	No limit	Cannot reduce compensation or require use of paid leave	—
MN Paid Family & Medical Leave (PFML)	Minn. Stat. Chapter 268B; paidleave.mn.gov	Own or family illness, safety leave, bonding, military exigency	Paid (partial via state fund)	All MN employers	Day one of employment (effective Jan 1, 2026)	Earned ≥5.3% of avg annual wage	Up to 20 weeks/year	Employers may offer supplemental benefits	FMLA, ADA, MN Pregnancy Leave

Family and Medical Leave Act (FMLA)	U.S. Dept. of Labor	Serious health condition, family care, bonding, military exigency	Unpaid	All public agencies	1 year employment + 1250 hrs worked	Employees at 50+ employee site	12–26 weeks/year	May require use of accrued paid leave	ADA, ESST, MN PFML, MN Pregnancy Leave
ADA Leave	U.S. Dept. of Labor; EEOC; JAN	Reasonable accommodation for disability	Unpaid	All public employers	Job application process onward	Qualified individuals with disabilities	No limit (unless undue hardship)	Leave may be reasonable accommodation	FMLA, ESST, MN PFML
School Conference Leave	Minn. Stat. 181.9412	Attend child's school activities	Unpaid	All MN employers	Day one of employment	All employees	16 hrs/child/year	Employee may use vacation/PTO	PTO/Vacation (optional)
Voting Leave	Minn. Stat. 204C.04	Time off to vote	Paid	All MN employers	Day one of employment	All employees	Time needed to vote	Cannot reduce pay or require PTO	—
Election Judge Leave	Minn. Stat. 204B.195	Serve as election judge	Paid	All MN employers	Day one of employment	All employees	No defined limit (max 20% workforce)	Must give 20 days notice	—
Jury Duty Leave	Minn. Stat. 593.50	Jury service	Paid – Itasca County Policy	All MN employers	Day one of employment	All employees	No limit	Employers may choose to pay	—
Victim/Witness Leave	Minn. Stat. 611A.036	Attend criminal proceedings	Unpaid	All MN employers	Day one of employment	All employees	Reasonable time off	May qualify for other paid leave	ESST, MN PFML, FMLA
Bone Marrow Donation	Minn. Stat. 181.945	Donate bone marrow	Paid	Employers with ≥20 employees	Day one of employment	Employees working ≥20 hrs/week	Up to 40 hrs	Employer may agree to more	FMLA, ADA
Organ Donation Leave	Minn. Stat. 181.9456	Donate organ/partial organ	Paid	Public employers with ≥20 employees	Day one of employment	Employees working ≥20 hrs/week	Up to 40 hrs/donation	Employer may agree to more	FMLA, ADA
Military Leave (15-Day)	Minn. Stat. 192.26	Military service	Paid	Public employers	Day one of employment	All employees	Up to 15 days/year	May be used intermittently	USERRA
Military Leave (Extended)	USERRA; Minn. Stat. 192.261	Uniformed service	Unpaid (may use paid leave)	All MN employers	Day one of employment	All employees	Up to 5 cumulative years	Job protection under USERRA	MN 15-Day Leave, CBA policies

Public Safety Duty Disability	Minn. Stat. 352B.102	Psychological condition from duty	Paid	Public employers of peace officers/firefighters	Current/former members	Licensed peace officers/firefighters	24–32 weeks treatment	Employer pays full salary/benefits	FMLA, ADA
Workers' Comp Leave	Minn. Stat. Ch. 176	Work-related injury/illness	Paid (partial via insurance)	All MN employers	Day one of employment	All employees	Varies (e.g., TTD up to 130 wks)	May supplement with accrued leave	FMLA, ADA, CBA provisions

ITASCA COUNTY HUMAN RESOURCES	EFFECTIVE DATE: RBA #: RBA Dated:	POLICY #: HR-004-2025 BOARD APPROVAL DATE:
	REFERENCES: Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.) 29 C.F.R. Part 825 – FMLA Regulations Minnesota Parenting Leave (Minn. Stat. §181.941) Minnesota Safety Leave (Minn. Stat. §181.9413)	
SUBJECT: Family and Medical Leave Act (FMLA) Policy		

Policy Statement
Itasca County provides eligible employees leave in accordance with the federal Family and Medical Leave Act (FMLA). The FMLA provides up to twelve (12) weeks of unpaid, job-protected leave (or twenty-six (26) weeks for military caregiver leave) in a twelve-month period for qualifying family and medical reasons. Itasca County's policy ensures compliance with federal law and promotes consistent administration of FMLA rights and responsibilities across all departments.

Eligibility
Employees are eligible for FMLA leave if they:

- Have worked for Itasca County for at least 12 months (need not be consecutive); and
- Have worked at least 1,250 hours during the 12 months immediately preceding the start of leave; and
- Work at a location where at least 50 County employees are employed within a 75-mile radius.

Covered Leave Reasons
Eligible employees may take FMLA leave for the following qualifying reasons:

1. The employee's own serious health condition that makes them unable to perform essential job functions.
2. To care for a family member (spouse, child, or parent) with a serious health condition.
3. For the birth of a child or placement of a child for adoption or foster care, and to bond with the child within 12 months of birth or placement.
4. For certain qualifying exigencies arising out of the active-duty status or call to duty of a family member in the Armed Forces.

5. To care for a covered service member with a serious injury or illness incurred in the line of duty (up to 26 weeks).

Duration of Leave

Eligible employees may take up to:

- 12 weeks of unpaid leave in a 12-month period for qualifying family and medical reasons; or
- 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember.

Itasca County uses the rolling 12-month period measured backward from the date an employee uses FMLA leave to determine available entitlement.

Intermittent Leave under FMLA

FMLA leave may be taken intermittently or on a reduced work schedule when medically necessary.

- Definition: Intermittent leave is leave taken in separate blocks of time for a single qualifying reason.
- Medical Certification: Documentation from a healthcare provider must support the need for intermittent or reduced schedule leave, including expected frequency and duration.
- Scheduling: Employees must make reasonable efforts to schedule foreseeable medical treatments to minimize disruption to County operations.
- Temporary Transfer: The County may temporarily transfer an employee to an alternative position with equivalent pay and benefits to better accommodate intermittent absences.
- Reporting: Employees must report intermittent absences in accordance with departmental call-in and timekeeping procedures.
- Accruals: Employees will only earn vacation, sick, or other contractual accruals if they have at least 40 hours of work time or paid time off in a pay period. If fewer than 40 hours are used, no accruals will be earned for that pay period for sick or vacation.

Substitution of Paid Leave

FMLA is unpaid; however, employees may elect to use applicable paid leave (sick, vacation, comp time, or PTO) concurrently with FMLA, consistent with County policy.

  - If elected, the employee must use all available accrued leave until exhausted (all-or-nothing rule).

When an employee is also approved for Paid Family and Medical Leave (PFML) under Minnesota law, both leaves will run concurrently, and County-paid leave may be used as supplemental pay (“top-off”) consistent with the PFML policy.

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Maintenance of Benefits
During approved FMLA leave, the County will continue group health insurance coverage under the same terms and conditions as if the employee were actively working.

- Employees must continue to pay their share of insurance premiums.
- The County will track arrears and require direct payment.
- Premium payments are due on the regular pay date.
- Failure to remit timely payment may result in termination of coverage, subject to COBRA or Minnesota continuation.
- Other benefits (PERA, accruals, etc.) are governed by County policy and applicable law.
- Accruals: Employees will only earn vacation, sick, or other contractual accruals if they have at least 40 hours of work time or paid time off in a pay period. If fewer than 40 hours are used, no accruals will be earned for that pay period for sick or vacation.

Job Restoration
Upon return from FMLA leave, employees will be reinstated to their same position or an equivalent one with equivalent pay, benefits, and working conditions.
The County cannot guarantee restoration if the employee would have otherwise been terminated (e.g., layoff or end of temporary appointment).

Employee Responsibilities
Employees must:

- Notify their supervisor and HR at least 30 days in advance of foreseeable leave, or as soon as practicable if unforeseeable.
- Provide medical certification or other supporting documentation within 30 calendar days of the County's request.
- Comply with all reporting requirements while on leave, including updates on status and intent to return.
- Return a fitness-for-duty certification before reinstatement if required for the employee's own serious health condition.

Employer Responsibilities
Itasca County will:

- Provide employees with the Notice of Rights and Responsibilities within five (5) business days of an FMLA request or awareness of a potential qualifying reason.
- Designate qualifying leave as FMLA and provide written confirmation to the employee.

- Maintain records of FMLA usage and ensure confidentiality of medical information.
- Coordinate FMLA with other applicable leaves (e.g., PFML, ESST, Workers' Compensation).

Concurrent Leave

FMLA leave will run concurrently with other applicable leaves, including:

- Minnesota Paid Family and Medical Leave (PFML);
- Earned Sick and Safe Time (ESST);
- Workers' Compensation; or
- Other contractual leaves when the qualifying reason overlaps.

The County will ensure coordination to prevent duplication of benefits while preserving employee rights under each applicable law.

Non-Retaliation

Employees will not be disciplined, discharged, or otherwise retaliated against for requesting or taking PFML.

Revised: 10/2025

ITASCA COUNTY HUMAN RESOURCES	EFFECTIVE DATE: RBA #: RBA Dated:	POLICY #: HR-005-2025 BOARD APPROVAL DATE:
	REFERENCES: Minnesota Earned Sick and Safe Time Act (Minn. Stat. §§181.9445–181.9448) Minnesota Parenting Leave, Minn. Stat. §181.941 Minnesota Safety Leave, Minn. Stat. §181.9413 Minnesota Data Practices Act (Minn. Stat. §13.43)	
SUBJECT: Minnesota Earned Sick and Safe Time (ESST) Policy		

Policy Statement
Itasca County complies with the Minnesota Earned Sick and Safe Time (ESST) law, Minn. Stat. §181.9445–181.9448. ESST provides paid leave for employees to address health and safety needs for themselves or family members. Itasca County recognizes the importance of allowing employees time away from work for these purposes and administers this policy consistent with state law and County procedures.

Eligibility
All employees who perform work for the County and accrue at least **80 hours of work in a year** within the State of Minnesota are eligible to earn and use ESST.
ESST is provided to:

- Regular full-time, part-time, and temporary employees; and
- Seasonal employees, if they meet the 80-hour threshold in a benefit year.

Accrual and Carryover
Employees accrue one (1) hour of ESST for every 30 hours worked, up to a maximum of 48 hours per calendar year.
Unused ESST hours carry over from year to year, up to a maximum accrual balance of 80 hours.

Use of Leave
Employees may use ESST in increments of one hour or the smallest increment tracked in payroll, whichever is smaller.
ESST may be used for the following qualifying reasons:

1. The employee's own mental or physical illness, injury, or health condition, including preventive medical or dental care.

2. Care of a **family member** with a mental or physical illness, injury, health condition, or preventive care need.
    - *Definition of a family member:*
        - *their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);*
        - *their spouse or registered domestic partner;*
        - *their sibling, stepsibling or foster sibling;*
        - *their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;*
        - *their grandchild, foster grandchild or step-grandchild;*
        - *their grandparent or step-grandparent;*
        - *a child of a sibling of the employee;*
        - *a sibling of the parents of the employee;*
        - *a child-in-law or sibling-in-law;*
        - *any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;*
        - *any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and*
        - *up to one individual annually designated by the employee.*

3. Absence due to domestic abuse, sexual assault, or stalking of the employee or family member to:
    - Seek medical attention or counseling;
    - Obtain victim services or relocate; or
    - Seek legal advice or participate in legal proceedings.
4. Closure of the employee's workplace or their child's school/place of care due to weather, public emergency, or health/safety order.
5. When the health authorities determine that the employee or family member's presence would jeopardize the health of others.

Notice and Documentation

Employees should provide advance notice when the need for ESST is foreseeable (e.g., scheduled medical appointments). Notice should be provided to the supervisor or HR as soon as practicable if unforeseeable.

Documentation may be required for absences of more than three (3) consecutive scheduled workdays if consistent with law. Acceptable documentation may include:

- A note from a health care provider;
- Verification of closure from a public authority; or
- Documentation from a victim services organization or attorney.

The County will not require disclosure of private medical or personal information beyond what is necessary to verify eligibility.

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Rate of Pay
ESST hours are compensated at the employee's regular rate of pay for the hours the employee would have worked, excluding overtime, premium, or bonus pay.

Interaction with Other Leave Policies

- ESST runs concurrently with other applicable leaves when qualifying reasons overlap (e.g., FMLA, PFML, or other County sick leave).
- Employees may choose to use ESST before other accrued paid leave (such as vacation or PTO).
- ESST may not be used to supplement or "top off" Paid Family and Medical Leave (PFML) benefits unless explicitly allowed by policy.

Reinstatement and Separation
Employees rehired within 180 days of separation will have previously accrued, unused ESST restored.
Unused ESST is not paid out upon separation from County employment.

Recordkeeping and Administration
The County will maintain accurate records of ESST accruals and usage and make balances available through payroll or UKG self-service.
Departments must coordinate with Human Resources for accurate tracking and reporting of ESST time.

Non-Retaliation
Employees will not be disciplined, discharged, or otherwise retaliated against for requesting, using, or reporting concerns related to ESST.

Revised: 10/2025

ITASCA COUNTY HUMAN RESOURCES	EFFECTIVE DATE: RBA #: RBA Dated:	POLICY #: HR-007-2025 BOARD APPROVAL DATE:
	REFERENCES:	
SUBJECT: Catastrophic Leave Donation Policy		

PURPOSE

Itasca County recognizes that employees may experience a catastrophic illness or injury that results in extended absence from work and potential financial hardship. This policy allows employees to voluntarily donate accrued vacation hours to assist eligible coworkers who have exhausted all paid leave.

This program is a voluntary benefit and does not replace the need for employees to manage their own leave balances responsibly. Approval of donated leave is not guaranteed and will be administered in accordance with this policy.

Eligibility to Receive Donated Leave

To be eligible to receive donated leave:

1. The employee, or their eligible family member, must experience a qualifying medical emergency or catastrophic event that requires the employee's extended absence from work.
2. The employee must submit a completed Catastrophic Leave Donation Request Form to the Human Resources Director.
3. Requests will only be considered when the employee's accrued leave balance is expected to be exhausted within one pay period.
4. Exceptions to eligibility criteria may be approved by the Human Resources Director in rare and extraordinary circumstances.
5. Employees may submit no more than three (3) donation requests per calendar year, regardless of approval outcome.

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Definitions

1. Family Member: Includes the employee's spouse or domestic partner, child, or parent.
2. Medical Emergency: A severe or unplanned medical condition affecting the employee or a family member that requires the employee's prolonged absence and would result in substantial income loss due to exhaustion of paid leave.

Conditions and Limitations

1. Donated leave may only be used after the employee's accrued paid leave balance has been reduced to no more than three (3) days.
2. Use of donated leave begins when the employee enters unpaid status and continues until the donated hours are exhausted or the employee returns to work.
3. An employee receiving wage replacement from another source (e.g., workers' compensation, disability insurance, or other wage reimbursement program) is ineligible to receive donated leave.
4. If the employee later receives retroactive wage reimbursement from another source, any donated leave must be repaid to the County for return to the original donor(s).
5. No employee may receive more than 240 hours (30 days) of donated vacation for any single major life-threatening condition. Exceptions may be approved by the Human Resources Director in extraordinary cases.
6. The County may require medical documentation to verify the need for the leave.

Donating Leave

The Human Resources Department will notify employees when a request for donations has been approved. With the employee's written consent, HR may share the name of the employee in need and a general reason for the leave request.

1. Employees wishing to donate accrued vacation must submit a completed Catastrophic Leave Donation Form to Payroll.
2. An employee may donate up to 80 hours of vacation per calendar year to a single employee. Employees may donate to more than one employee in the same year.
3. Donated leave hours are taxable to both the donor and the recipient in accordance with IRS regulations.

4. Employees wishing to donate must enter the donated time onto their timesheet.

   Enter your donation on your UKG timesheet:

   a. *Click "+ Add Rows" at the bottom of your timesheet.*
   b. *Under the "Time Off" column, select "Browse," then choose "Vac Hrs. Donated to Sick."*
   c. *Enter the same number of hours you listed on the donation form.*

Effect on Accruals

Employees using donated leave continue to accrue vacation and sick leave and are eligible for holiday pay. Any accrued leave must be used before additional donated hours are applied.

Administration

The Human Resources Department is responsible for administering this policy, tracking donations, ensuring compliance, and maintaining confidentiality of medical and personal information.

Board Approval: 2/22/2025

Revised: 10/2025

LEAVE OF ABSENCE POLICY

A. Leave Of Absence Without Pay

1. Medical Leave Of Absence Without Pay

a. Policy Statement

It is the policy of Itasca County to grant a medical leave of absence for personal physical or mental illness, maternity, or chemical dependency treatment if such a request is accompanied by a physician's written statement documenting the inability of the employee to work.

b. Eligibility

Any employee must be employed in a regular full time or regular part time position.

c. Authorization

1) The employee shall submit a written request for a medical leave of absence to the department head at the earliest possible date.

2) The County Administrator shall be responsible for approving requests for medical leaves of absence.

i) An employee who is granted a medical leave of absence shall use all accumulated sick leave and vacation credit before unpaid leave begins. Arrangements for the sequence of unpaid, sick and vacation leave must be made prior to beginning the leave, when possible.

ii) The employee shall submit a physician's written statement citing that the employee is unable to work due to a personal physical or mental illness or injury or treatment of a chemical dependency, and the projected date of return to work.

iii) At any time during the leave, the department head may request an updated physician's statement.

3) Authorized requests and medical statements shall be placed in the employee's personnel file.

d. Length Of Leave

1) After an employee has used all of his/her accumulated sick leave and vacation credit, he/she shall be granted a leave of absence without pay not to exceed six (6) months.

2) An extension may be granted at the discretion of the department head, with the approval of the County Administrator, not to exceed two (2) years and subject to a doctor's report for each six months.

e. Effect On Service Credit

Service credit shall be frozen as of any leave of 30 days or more.

f. Reinstatement And Termination After A Medical Leave Of Absence

1) Prior to returning to work from a medical leave of absence, the employee shall provide a physician's statement that the employee is able to return to work.

2) An employee returning to work within the authorized 6-month leave period shall be reinstated to the original position in the same classification in the same department, with the same hours and the same rate of pay, subject to employee rights by collective bargaining standards. No position shall be held open beyond the maximum 6-month period, except when an extension is granted by the department head and approved by the County Administrator.

3) An employee giving proper termination notice within the authorized leave period shall be eligible for separation benefits.

2. Parenting Leave Of Absence Without Pay

a. Policy Statement

Per M.S. 181.941, Itasca County will grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child.

b. Eligibility

An employee must have performed services for at least 12 months preceding the request for leave. The employee will have to work for an average number of hours per week equal to at least one-half of the full-time equivalent position in the employee's same job classification in order to qualify.

The leave may begin not more than six weeks after the birth or adoption; except that as of 1 August 90, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.

c. Authorization

The employee shall submit a written request for parenting leave of absence 30 working days PRIOR to the first day of requested leave. Such request is to be in writing and presented to the immediate supervisor. Such request shall designate the date the leave is to commence and further shall state the length of the leave of absence.

d. Length Of Leave

Total leave shall not exceed six weeks unless agreed to by the County Administrator. The length of leave provided may be reduced by any period of paid disability leave, but not accrued sick leave, provided by employer so that the total leave does not exceed six (6) weeks, unless agreed to by the employer.

e. Effect On Service Credit

1) The employee returning from the leave shall retain all accrued pre-leave benefits of employment and seniority as if there had been no interruption in service. However, said benefits and seniority shall not accrue during an unpaid leave of absence of 30 days or more.

f. Return From Leave

1) Notice by Employee: An employee returning from a parenting leave of absence longer than one month must

notify a supervisor at least two weeks prior to return from leave.

2) Comparable Position: An employee returning from a parenting leave of absence shall be entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours and pay.

3) Lay-off Period: If, during the leave, the employer experiences a lay-off and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide lay-off and recall system, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the lay-off and recall system as if the employee had not taken the leave.

4) Part-time Return: As provided in the Minnesota Parenting Leave Statute, an employee, by agreement with the County Administrator, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave.

3. Personal Leave Of Absence Without Pay

a. Policy Statement

It is the policy of Itasca County to consider requests for personal leaves of absence for personal matter or importance or necessity.

b. Eligibility

An Employee must be employed full time or part time in a regular position.

c. Authorization

1) A leave of absence without pay may be granted by the department head using his/her discretion and in consideration of departmental need, for a period not to exceed ten (10) days in each calendar year. The employee shall submit a written request to the department head at the earliest possible date.

2) A leave of absence in excess of ten (10) working

days may be granted by the County Administrator for good and sufficient reason given department head approval in consideration of department need.

3) No leaves of absence shall be granted for an employee to engage in other employment.

4) Authorized requests shall be filed in the employee's personnel file.

d. Effect On Service Credit

Service credit shall be frozen as of the beginning of any leave of 30 days or more.

4. Leave Of Absence Without Pay During Candidacy

a. Policy Statement

Appointed employees declaring candidacy for partisan or non-partisan public office for the positions of County Commissioner, County Attorney, County Auditor, County Recorder, County Sheriff, County Treasurer or for State and/or Federal positions shall take a mandatory leave of absence, without pay, to commence upon the date of filing for candidacy and to terminate upon the time it has been determined that the employee is no longer a candidate.

b. Effect On Service Credit

Service Credit shall be frozen as of the beginning of any leave of 30 days or more.

5. School Conference and Activities Leave

a. Policy Statement

Effective 1 August 1990, M.S. 181.9412, stipulates Itasca County must grant an employee leave of up to a total of 16 hours during any school year to attend school conferences or classroom activities including child care, nursery schools, day care and extended school day programs, related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours.

b. Authorization

When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of Itasca County.

An employee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave under this section.

c. Effect On Service Credit

Service credit shall be frozen as of the beginning of any leave of 30 days or more.

6. Civil Air Patrol Leave

a. Policy Statement

Effective 1 August 1991, Minnesota Statute 181.946, or as amended, permits that unless a leave would unduly disrupt the operations of the employer, employees shall be granted unpaid leave of absence for time spent rendering service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions.

b. Authorization

1) As defined in MS 181.946, Subdivision 1, or as amended, the terms “employee” and “employer” have the meanings given them in MS 181.945.

2) As defined in MS 181.945, or as amended, employee means a person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by an employer. Employee does not include an independent contractor.

3) As defined in MS 181.945, or as amended, employer means a person or entity that employs 20 or more employees at at least one site and includes an individual, corporation, partnership, association,

nonprofit organization, group of persons, state, county, town, city, school district or other governmental subdivision.

7. Family and Medical Leave Act of 1993; Amended By Updated Rule Which Became Effective 01/2009

a. Policy Statement

This policy is to implement the Federal Family and Medical Leave Act ("FMLA"). Updated Department of Labor rules regarding FMLA went into effect 01/16/2009 and add leave entitlements to family members of military service personnel.

Employees also may have rights under State of Minnesota statutes, including the Minnesota Parental leave statute (see Parenting Leave of Absence Without Pay policy). The County will comply with those laws in addition to the FMLA.

b. Purpose

The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations.

c. Definitions

FMLA Leave: A "FMLA leave" is a leave governed by this policy, and includes family care leaves, military caregiver leaves, qualifying exigency leaves and medical care leaves.

Family Care Leave: A "family care leave" is a leave for reason of (a) the birth of a son or daughter of the employee; (b) the placement of a son or daughter with an employee in connection with the adoption or state approved foster care of the son or daughter by the employee; or (c) the serious health condition of a son or daughter, parent, or spouse. Eligible employees will be able to take up to 12 weeks of FMLA leave in a 12-month period (measured forward from the first date any FMLA leave is used) for family care leave. An employee entitlement to a leave for a birth or placement of a son or daughter shall expire at the end

of the 12-month period beginning on the date of such birth or placement.

Military Caregiver Leave: A “military caregiver leave” is a leave to care for a “covered service member” with a “serious illness or injury” incurred in the line of active duty. Eligible employees who are family members (spouse, son, daughter, parent or next of kin) of covered service members will be able to take up to 26 weeks of FMLA leave in a 12-month period (measured forward from the first date leave is used for this purpose) for military caregiver leave.

Qualifying Exigency Leave: A “qualifying exigency leave” is a leave for any qualifying urgent situation due to the fact that a covered family member is on active duty or called to active duty status in support of contingency operation. Eligible employees with a spouse, son, daughter or parent serving in the National Guard or Reserves may be able to take up to 12 weeks of FMLA leave in a 12-month period (measured forward from the first date any FMLA leave is used) for qualifying exigency leave.

Son or Daughter: For purposes of this policy, “son or daughter” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either (a) under 18 years old; or (b) a dependent adult (child 18 years of age or older but incapable of self-care because of a mental or physical disability).

Parent: “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or an individual who stood in loco parentis to the employee. Parent does not include a parent-in-law or grandparent.

Spouse: “Spouse” means husband or wife as defined or recognized under state law for purposes of marriage.

Next of Kin: “Next of kin” means the nearest blood relative other than the covered servicemember’s spouse, parent, son or daughter, in the following order of priority: 1) Blood relatives granted legal custody of the servicemember; 2) Brothers and Sisters; 3) Grandparents 4) Aunts and Uncles; 5) First Cousins; unless the servicemember specifically designated in

writing another blood relative as his/her nearest blood relative.

Serious Health Condition: "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either (1) an overnight stay in a medical care facility or (ii) continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of the employee's job or a family member from participating in work, school or other daily activities. Generally, a condition involves continuing treatment if there is (i) a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or 1 visit and a regimen of continuing treatment; (ii) incapacity due to pregnancy or prenatal care; (iii) incapacity, or treatment for incapacity, due to certain chronic conditions; (iv) incapacity that is permanent or long-term due to a condition for which treatment may not be effective, provided the individual is under the supervision of a health care provider; and (v) multiple treatments by a health care provider for restorative surgery or a condition that would likely result in a period of incapacity of more than 3 consecutive days in the absence of medical intervention or treatment.

Medical Care Leave: A "medical care leave" is a leave taken when the employee is unable to perform the essential functions of the employee's job because of a serious health condition, and the leave is supported by a health care provider's statement. Eligible employees may be able to take up to 12 weeks of FMLA leave in a 12-month period (measured forward from the first date any FMLA leave is used) for medical care leave.

Qualifying Exigency: A "qualifying exigency" includes 1) a short-term deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities that arise out of the active duty or call to active duty when the employer and employee agree to the leave.

Health Care Provider: "Health care provider" is defined as:

A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices.

Others capable of providing health care services, as prescribed by statute, include, but are not limited to:
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the state.
- Nurse practitioners, nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under state law and are performing within the scope of their practice.
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

Covered Service Member: A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or the Reserves who is on the temporary disability retired list, who:
- is the employee’s spouse, son, daughter, or parent or is an individual for whom the employee is next of kin,
- has a serious illness or injury incurred in the line of duty, and
- is undergoing medical treatment, recuperation or therapy for such serious illness or injury, is in outpatient status or is on the temporary disability retired list.

Serious Illness or Injury: A “serious illness or injury” means an illness or injury that may render the covered service member medically unfit to perform his/her duties.

d. Substitution of Other Paid Leave

The Family and Medical Leave Act provides for unpaid leave time. The County requires the employee to substitute and run concurrently accumulated earned leave, (i.e. vacation, sick leave, comp time, floating holiday) for the FMLA leave in any situation where the employee would normally be allowed to use the earned

leave.

Minnesota law allows for unpaid parental leave of up to six weeks and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which the employee is eligible.

e. Eligibility

An employee must meet the following requirements to be eligible for FMLA leave:

1) The employee must have worked for the County for at least 12 months; and
2) The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

f. Length of Leave

Except for military caregiver leave, the maximum length of FMLA leave shall be 12 weeks per applicable 12-month period.

In the case of military caregiver leave, the maximum length of FMLA leave shall be 26 weeks per applicable 12-month period but that requirement is per service member and per injury or illness (so an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness). The 26-week maximum is a combined total for any type of FMLA leave. For example, an employee may, during the applicable 12-month period, take 16 weeks of FMLA leave to care for a covered service member with a serious illness or injury and 10 weeks of FMLA leave following the birth of a child. However, the employee could not take more than 12 weeks of FMLA leave due to the birth of a child during the applicable 12-month period, even if the employee takes fewer than 14 weeks of FMLA leave to care for a covered service member.

g. Intermittent or Reduced Schedule Leave

An employee is eligible for intermittent or reduced

schedule FMLA leave under any of the following conditions:

When Medically Necessary: An employee may take leave intermittently (a few days at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, because of a serious health condition of the employee, or to care for a covered service member with a serious illness or injury when “medically necessary”. “Medically necessary” means there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a manner that does not unduly disrupt the County’s operations.

For a Qualifying Exigency: An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule for any qualifying exigency.

For Birth or Placement for Adoption or Foster Care: An employee make take FMLA leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the supervisor(s) and department head’s consent.

Special Conditions for Regular Part-time Employees: For regular part-time employees, the FMLA leave entitlement is calculated on a prorated basis by comparing the reduced schedule with the employee’s normal schedule. For example, if an employee who would otherwise work 30 hours per week takes 10 hours of intermittent or reduced schedule leave during a week, the employee’s 10 hours of leave would constitute one-third (1/3) of a week of FMLA leave for each week the employee works the reduced schedule.

The employee requesting intermittent or reduced leave may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment. When the leave ends, the employee will be reinstated in the

same or an equivalent job as the job the employee left when the intermittent or reduced schedule leave began.

h. Status of Employee Benefits During Leave of Absence

Employees who are granted an approved FMLA leave may continue their group health plan coverages, including dental insurance, by arranging to pay their portion of the premium contributions during the period of unpaid FMLA leave. Employees on unpaid FMLA leave must immediately contact Payroll to make arrangements to continue to make the employee's share of premium payments and maintain the health benefits while on unpaid leave. Payroll procedures will be followed regarding late payment and if payment is not made, the County may terminate coverage back to the date the unpaid premium was initially due.

Employees who are granted an approved FMLA leave may choose not to continue their group health plan coverages, including dental insurance during the period of unpaid FMLA leave. In that case, upon the employee's return from leave, the employee is entitled to be reinstated in the health plans on the same terms as prior to taking the unpaid FMLA leave.

Employees who are substituting and running eligible earned leave (i.e. vacation, sick leave, comp time, floating holiday) concurrently with the FMLA leave will continue their group health plan coverages, including dental insurance, in the same manner as if working.

If an employee elects not to return to work upon completion of an approved unpaid FMLA leave, the County may recover from the employee the County's share of any premiums paid to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control, i.e.

-the continuation, recurrent, or onset of a serious health condition that entitles the employee to the leave to care for a child, parent or spouse with a serious health condition; or if the employee is unable to perform the essential functions of the position due to his/her own serious health condition; or

-other conditions beyond the employee's control that prevent the employee from returning to work as determined by the County.

Benefits other than group health plan coverage will continue to be in force only if employees pay the full amount of the premium during the leave. If such benefits are not continued, upon the employee's return from leave, the employee is entitled to be reinstated in such plans on the same terms as prior to taking the FMLA leave.

Earned leave benefits (i.e. sick leave, vacation, etc.) will not accumulate during any unpaid FMLA leave. Earned leave benefits will accumulate as per normal payroll practices and collective bargaining agreement provisions during paid FMLA leave where earned leave benefits are run concurrently with the FMLA leave.

If an employee needs less than a full week of FMLA leave and a holiday falls within that partial week, the holiday cannot be counted against the employee's FMLA leave if the employee would not otherwise have been required to report for work that day. County-recognized holidays which fall during full weeks of FMLA leave will be counted as FMLA leave. To be paid for a holiday during FMLA leave, the employee must be using earned leave concurrently with the FMLA leave as per normal payroll practices and collective bargaining agreement provisions.

Questions related to PERA retirement benefits resulting from an FMLA leave should be directed to PERA.

i. Employee Responsibilities – Notification and Reporting Requirements

Employees must provide sufficient information for the County to determine if a leave may qualify for FMLA protection. An eligible employee must ordinarily provide the County with 30 days advance notice when the FMLA leave is foreseeable (except in cases of qualifying exigency leave). If 30 days advance notice is not possible, the employee will be required to give the County notice as soon as practicable which shall normally be within 2 business days after the employee

learns of the need for the leave. The County reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the County's operations.

When leave is needed for a qualifying exigency--whether foreseeable or not--, an employee should provide as much notice as is practicable.

j. Certification of Need for Leave

1. The County will require medical certification from a health care provider or the employee may provide the data to support a request for medical care leave or for family care leave to care for a seriously ill child, spouse or parent.

- For medical care leave, the certification must state that the employee is unable to perform the essential functions of the employee's position because of a serious health condition, the date of onset and the health care provider's appropriate medical facts concerning the condition. Chronic illnesses which may have individual episodes of incapacity that are not more than 3 days are also included and would be considered as intermittent leave time. Appropriate medical facts are those facts which are directly relevant to these factors and do not include medical information which involves matters irrelevant to the leave.

- For family care leave to care for a seriously ill child, spouse or parent, the certification must state that the employee is needed to provide care for a family member and an estimate of the amount of time needed, including health care provider's statement if there is a need of an intermittent or reduced work schedule.

At its discretion, the County may require a second medical opinion at its own expense. If the first and second medical opinions differ, the County, at its own

expense, may require the opinion of a third health care provider. If the employee unreasonably, in the opinion of the County, refuses to agree on a third health care provider, the County may designate the provider. This third opinion is binding on the County and the employee for purpose of the FMLA policy.

The County reserves the right to require the employee to provide re-certification of the need for the leave every 30 days unless circumstances described by the previous certification have changed significantly or the County receives information casting doubt on the employee's stated reason for leave. If the minimum duration of the employee's incapacity specified on a medical certification is more than 30 days, the County will not request recertification until that minimum time has passed unless circumstances change or the County has reason to doubt the employee's stated reason for leave or the employee requests an extension of leave.

2. If military caregiver leave is needed, the County will require a medical certification by the United States Department of Defense ("DOD") health care provider or a health care provider who is either: 1) a United States Department of Veterans Affairs ("VA") health care provider; 2) a DOD Tricare network authorized private health care provider; or 3) a DOD non-network Tricare authorized private health care provider.

3. If qualifying exigency leave is needed, the County will require certification and written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation.

4. If a certification is required, the employee must provide it within 30 calendar days of the County's request unless it is not practicable to do so despite the employee's diligent, good faith efforts. The certification must be complete and sufficient. If a certification is not complete or sufficient, the County will notify the employee of the additional information necessary to make it complete and sufficient and give the employee a period of time (at least seven calendar days)to

cure any such deficiency. If a complete and sufficient certification is not provided in a timely manner, the County may deny the taking of FMLA leave or may declare a preliminary designation of FMLA leave until the requisite information from the employee or health care provider is received to determine whether the leave is FMLA qualified or not.

The County may contact a health care provider who has provided a medical certification for purposes of clarifying and/or authenticating a certification in accordance with the procedures provided in the FMLA. The County may also verify information contained in a certification provided in support of a request for a qualifying exigency leave.

k. Supervisor and/or Payroll Responsibilities – Notification and Reporting Requirements

In all circumstances, it is the County's responsibility to designate leave, paid or unpaid, as FMLA qualifying, and to give notice of the designation to the employee. The County's designation must be based only on information received from the employee or the employee's spokesperson.

Supervisors and/or payroll are responsible to inform Human Resources as soon as it is known that 5 days of consecutive or non-consecutive earned leave (i.e. vacation, sick leave, floating holiday, comp time, etc.) or workers compensation will or has been taken by an employee for the same potentially qualifying FMLA condition. Human Resources will put the employee on notice of potentially qualifying for FMLA and ask the employee or his/her representative to respond within 30 calendar days to inform the County whether or not the condition is FMLA qualifying.

l. Employment Restoration

Any eligible employee who takes FMLA leave authorized by this policy is entitled upon return from FMLA leave to be restored in the same position of employment as held when the leave began or to be restored to an equivalent position with no adjustment to seniority

dates and with equivalent employment benefits, pay, and other terms and conditions of employment.

An exception to the employment restoration provisions of this policy may be made if the employee on leave is a "key employee" that is a salaried employee and is among the highest paid ten percent of the County's employees, and restoring employment of the key employee would result in substantial and grievous economic injury to the County. In this situation the key employee will be notified of the County's intent to deny restoration and the key employee will be given an opportunity to return to work.

A fitness for duty certificate will be required if the employee is returning from a medical care leave.

In the event of a layoff during the employee's leave, the employee shall be treated as a regular employee of record during the leave and shall be afforded all of the rights as governed by the appropriate bargaining agreement or County Policies governing matters involved with a layoff.

m. Cancellation of FMLA Leave

The County may cancel a leave of absence at any time the employee uses the leave for purposes other than stated when the leave was granted. An employee may cancel an approved FMLA leave and return to work by providing reasonable notice to the immediate supervisor. If the leave was for a serious health condition of the employee, the employee may return to work upon providing a fitness for duty certificate.

n. Change in Method for Determining the "12-Month Period" Leave Entitlement

The County will change from a rolling 12-month period measured backward from the date an employee uses any FMLA leave to a 12-month period measured forward from the date any employee's first FMLA leave begins.

The FMLA regulations require Itasca County give a 60 days notice to all employees and the transition must take place in such a way that the

employees retain the full benefit of 12 weeks of leave under whichever method affords the greatest benefit to the employee.

o. Effective Date

The FMLA policy as amended is effective on 04/27/2010.

8. Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service

a. Policy Statement

Minnesota Statute 181.947, or as amended, permits employees to receive an unpaid leave of absence up to ten working days to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.

b. Authorization

1) Itasca County must grant up to 10 working days to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.

2) The employee must give as much notice to Itasca County as practicable of the employee's intent to exercise this leave.

3) The length of leave will be reduced by any period of paid leave provided by Itasca County.

4) As defined in MS 181.947, Subdivision 1, or as amended, employee means a person, independent contractor or person working for an independent contractor who performs services for compensation, in whatever for, for an employer.

5) As defined in MS 181.947, Subdivision 1, or as amended, employer means a person or entity located or doing business in Minnesota and having one or more employees, and includes the state and all political or other governmental subdivisions.

6) As defined in MS 181.947, Subdivision 1, or as

amended, immediate family member means a person's parent, child, grandparents, siblings or spouse.

7) As defined in MS 190.05, Subdivision 5, or as amended, active service means either state active service, federally funded state active service, or federal active service.

9. Leave to Attend Military Ceremonies

a. Policy Statement

Minnesota Statute 181.948, or as amended, permits that unless leave would unduly disrupt the operations of an employer,the employer shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency.

b. Authorization

1)Itasca County may limit the amount of leave provided to the actual time necessary for the employee to attend send-off or homecoming ceremony for the mobilized service members, not to exceed one day's duration in any calendar year.

2) As defined in MS 181.948, Subdivision 1, or as amended, employee means a person who performs services for compensation, in whatever form, for an employer. Employee does not include an independent contractor.

3) As defined in MS 181.948, Subdivision 1, or as amended, employer means a person or entity located or doing business in Minnesota and having one or more employees, and includes the state and all political or other governmental subdivisions.

4) As defined in MS 181.948, Subdivision 1, or as amended, immediate family member means a person's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé, or fiancée.

5) As defined in MS 190.05, Subdivision 5, or as amended, active service means either state active

service, federally funded state active service, or federal active service.

10. Leave to Obtain Restraining Orders

a. Policy Statement and Authorization

Employees may have reasonable time off from work to obtain or attempt to obtain relief under the Domestic Arrest Statute, MS 518B.01, Subdivision 23, or as amended. Except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable, an employee who is absent from the workplace shall give 48 hours' advance notice to the supervisor.

B. Leave Of Absence With Pay

1. Jury Duty

a. Policy Statement

It is the policy of Itasca County to grant employees a leave of absence with pay for required jury duty (M.S. 593.50).

b. Authorization

1) An employee shall submit a written request for leave of absence due to jury duty to the department head at the earliest possible date.

2) The department head shall be responsible for authorizing leave of absence.

3) The authorized written request shall be filed in the employee's personnel file.

4) The employee shall return to work if excused or released from jury duty during regular working hours.

c. Compensation

1) The compensation for jury duty shall be paid to the fund from which the employee is paid, except for mileage and any hours incurred prior to or after employee's regular working hours.

2) If a holiday occurs during jury duty, the employee shall be paid at straight time for the holiday, or may have another day off, with the supervisor's permission, in lieu of the holiday worked on jury time.

2. Voting In National And State Elections

a. Policy Statement

Time off for voting will be as per MS 204C.04 or as amended.

b. Authorization

The employee shall inform the supervisor of absence during work time to vote prior to taking the time off to vote.

3. Appearance at Government Proceedings

a. Policy Statement

It is the policy of Itasca County to grant employees a leave of absence with pay for a subpoenaed appearance before a court, legislative committee, or other body as a witness in a proceeding involving the Federal government, State of Minnesota, or one of its political subdivisions, if the appearance is in connection with the employee's official duties, in accordance with M.S. 210A.09.

b. Authorization

1) The employee shall submit a written request for a leave of absence due to a subpoenaed appearance at a government proceeding to the department head at the earliest possible date.

2) The authorized written request shall be filed in the employee's personnel file.

4. Military Leave With Pay

a. Policy Statement

It is the policy of Itasca County to grant employees a maximum of fifteen (15) calendar days off with pay during any calendar year for National Guard, Reserve Duty, or military duty as outlined in M.S. 192.26.

b. Authorization

1) The employee shall submit a written request for a leave of absence due to military duty to the department head at the earliest possible date. A copy of the orders shall be presented to the department head if possible.

2) The department head shall be responsible for authorizing leaves of absence.

3) The authorized written request shall be filed in the employee's personnel file.

5. Bereavement Leave

a. Policy Statement

Employees shall be allowed to use 24 hours of bereavement leave time in case of death in the immediate family.
Sixteen additional hours of 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,
- Any individual related by blood or affinity whose close association with the employee is the equivalent to a family relationship.

b. Authorization

1) The employee shall submit a written request for a leave of absence due to death in the immediate family to the department head at the earliest possible date. If circumstances prevent submission of a written request, the employee shall contact the department head as soon as possible.

2) The department head shall be responsible for authorizing leaves of absence.

3) The authorized written request or a notation of the verbal request shall be filed in the employee's personnel file.

6. Personal Day Of Leave

a. Policy Statement

It is the policy of Itasca County to grant an employee one personal day of leave per calendar year.

b. Authorization

Upon the successful completion of the probationary period, eight hours of paid absence from work at the employee's designation and appointing authority's approval will be granted each calendar year. A personal day of leave cannot be carried over into the following year or paid upon separation.

7. Sick Child Care Leave

a. Policy Statement

Effective 1 August 1990, Minnesota Statutes 181.9413 permit employees to use personal sick leave benefits for absences due to illness or injury of the employee's child for reasonable periods in which the employee's attendance with the child may be necessary.

b. Authorization

The same terms apply to this leave as apply to the

employee's use of sick leave benefits for the employee's own illness. This applies to sick leave benefits payable to the employee from the employer's general assets.

8. Bone Marrow Donor Leave

a. Policy Statement

Effective 1 August 1990, Minnesota Statute 181.945, or as amended, permits employees to receive a paid leave of absence to undergo a medical procedure to donate bone marrow.

b. Authorization

1) An employer must grant paid leave of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

2) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence to donate bone marrow.

3) The Bone Marrow Donor Leave Law does not prevent an employer from providing leave for bone marrow donations in addition to leave allowed under MS 181.945, or as amended. The Bone Marrow Donor Leave Law does not affect an employee's rights with respect to any other employment benefit.

4) MS 181.945, or as amended, defines employee as Aa person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by an employer. Employee does not include an independent contractor.@

5) MS 181.945, or as amended, defines employer as Aa person or entity that employs 20 or more employees at least one site and includes an individual, corporation, partnership, association, nonprofit organization, group of persons, states, county, town, city, school district, or other governmental subdivision.@

9. Organ Donation Leave

a. Policy Statement

Effective 1 August 2006, Minnesota Statute 181.9456, or as amended, permits employees to receive a paid leave of absence to donate an organ or partial organ to another person.

b. Authorization

1) An employer must grant paid leave of absence to an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

2) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence to donate bone marrow.

3) Organ Donation Leave Law does not prevent an employer from providing for organ donations in addition to leave allowed under MS 181.9456, or as amended. Organ Donation Leave Law does not affect an employee’s rights with respect to any other employment benefit.

3) MS 181.9456, or as amended, defines employee as Aa person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by a public employer. Employee does not

include an independent contractor.@

4) MS 181.9456, or as amended, defines employer as Aa state, county, city, town, school district, or other governmental subdivision that employs 20 or more employees.@

10. Missed Work Due to Own Health Condition

This policy provides supervisors and managers with written information which will allow them to perform their functions of appropriately assigning work activities and authorizing payroll.

1) ALL employees who are absent for their own health condition due to an overnight stay in a medical care facility or who use five (5) or more days of earned or unpaid leave for the same health condition including time run in conjunction with FMLA for serious health condition, must provide to the supervisor and Risk Manager/Safety Officer prior to returning to work a return to work authorization form which identifies work related restrictions or no restrictions from the health care provider.

2) The Report of Workability shall be given to the supervisor and then forwarded by the supervisor to the personnel record. This report can then be utilized by Human Resources to determine if an application for FMLA should be initiated.

3) With receipt of the Report of Workability, the supervisor can appropriately assign work activities and authorize payment of sick pay.

4) In case of need for accommodations to perform the job, consultation from the Risk Manager is available.

C. Unauthorized Leave Of Absence

Any such absence shall be without pay and may be grounds for disciplinary action. In the absence of such disciplinary action, any employee who is absent for three consecutive work days without leave shall be deemed to have resigned.

County Board action date: 07/08/1986; 05/12/1987; 02/09/1988;

06/14/1988; 05/08/1990; 07/10/1990; 12/11/1990; 08/27/1991; 08/25/1992; 09/28/1993; 12/22/1998; 01/09/2001; 09/23/2003; 08/25/2009; 04/27/2010; 05/24/2011; 4/23/2013

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EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

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

April 23, 2013
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2013-137

DEPARTMENT: Administrative Services
PRESENTER: Lynn Hart **TIME REQUIRED**: < 5 minutes

AGENDA ITEM:
Updated Leave of Absence Policy

BOARD ACTION REQUESTED:
Approve the updated Leave of Absence Policy

BACKGROUND:
Bereavement Leave has been updated to reflect the 2013-2015 bargaining unit language. Voting in National and State Elections has been updated to comply with M.S. 204C.04. The County Administrator will approve all leaves of absence in place of the County Board.

ITEM HISTORY:
History:

04/16/13 COUNTY BOARD RECOMMENDED FOR CONSENT
NEXT: 04/23/13

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
- leave of absence 04232013 (DOC)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Leo Trunt, District #3
SECONDER:	Terry Snyder, District #2
AYES:	Tinquist, Snyder, Trunt, Eichorn, Mandich

ITASCA COUNTY HUMAN RESOURCES	EFFECTIVE DATE: 01/01/2024	POLICY #:
	RBA #: 2024 - 1 RBA Dated 01/02/2024	BOARD APPROVAL DATE: January 2, 2024
	REFERENCES: Minn. Stat. §§ 181.9445-181.9448	
SUBJECT: Sick Leave Policy		

I. POLICY STATEMENT

A. Sick leave is paid leave provided by the employer when employees must be absent from work for reasons related to illness or injury to themselves or their family members as defined in labor agreements or employment/fringe benefit agreements. For employees who work over 80 hours in a calendar year, the County's sick leave policy will also incorporate the Earned Sick and Safe Time (also called ESSL or ESST) required by state law effective January 1, 2024, and any subsequent updates to that law. This policy does not apply to volunteers, independent contractors, or elected officials.

B. For the purposes of satisfying ESST, the County has previously negotiated (or provided to unrepresented employees via an employment/fringe benefit agreement) paid sick time which meets or exceeds ESST minimum requirements under the law. **Sick leave benefits for benefit earning employees shall consist of two benefits running in tandem with each other; "Earned Sick and Safe Time" and "Sick Time,"** which is defined in labor contracts or employment/fringe benefit agreements. The total balance of hours between these two benefits shall not exceed the maximum number of hours as defined in the applicable labor contract or employment/fringe benefit agreement. If the balance exceeds the maximum number of hours, hours shall be reduced from the "Sick Time" balance to bring the total back to maximum accrual amount. ESST accruals will not exceed 48 hours per calendar year and are subject to an 80-hour maximum due to carry over from year to year.

(Depending on the employee's situation, more than one form of leave may apply during the same period of time as sick leave (e.g., the Family and Medical Leave Act may apply). An employee will need to meet the requirements of each form of leave separately. Eligibility for leaves will be evaluated on a case-by-case basis.)

II. EARNED SICK AND SAFE TIME

"Earned Sick and Safe Time" is paid time off required by law and earned at one hour of Earned Sick and Safe Time for every 30 hours worked by a full-time, part-time or seasonal employee, up to a maximum of 48 hours of sick and safe time per year. Employees begin accruing ESST from their first day of employment. Accrual of ESST is based on **actual hours worked**, and shall not include vacation, sick leave, floating holidays, compensatory time, workers' compensation and unpaid leaves of absence in the calculation of hours worked. This ESST is subject to an 80-hour maximum due to carryover from year to year. The year for purposes of ESST shall be defined as the calendar year running from January 1 to December 31. The hourly rate of ESST is the same hourly rate an employee earns from employment with the County.

For employees covered by a collective bargaining agreement or employment/fringe benefit agreement, the sick time benefit provided by the collective bargaining agreement or agreement exceeds the statutory requirement for an ESST bank. As a result, **no additional time is created by this ESST bank** –

rather it is part, or a subset, of the existing sick leave bank. Exceptions would include situations wherein: 1) employees who work hours but are not credited sick time earnings for a period pursuant to a collective bargaining agreement provision; or 2) employees who have a part-time pro-rated status that results in less than 1 hour for 30 hours worked. In each of these exceptions, the employee will have the actual hours worked credited to their ESST banks at the 1 hour for 30 hour worked calculation.

Employees can choose to designate sick leave as ESST up to their current ESST accrued balance. Any leave designated as ESST will concurrently reduce the "Sick Time" accrual balance. Sick leave that would exceed the eligible uses of "Sick Time" as defined in the labor contract or employment/fringe benefit agreements, must be designated as ESST on the employee's timesheet. Any sick leave time after ESST time has been exhausted will be considered "Sick Time" and eligibility will be as outlined in the existing collective bargaining or employment/fringe benefit agreement. ESST cannot be used on an employee's scheduled day off.

During an employee's use of ESST, an employee will continue to receive the County's employer insurance contribution as if they were working, and the employee is responsible for the employee's share of insurance premiums.

Employees who are transferred to a different job classification for the same employer will retain their accrued and unused ESST.

Earned Sick and Safe Time Use

ESST may be used as it is accrued in any amount for the following circumstances:

- Mental or physical illness, injury or other health condition
- Medical diagnosis, care or treatment, of a mental or physical illness, injury or health condition
- Preventative medical or health care
- Care of a family member with mental or physical illness, injury, or health condition
- Care of a family member who needs medical diagnosis care or treatment.
- Care of a family member who needs preventative medical health care.
- Absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Closure of the County due to weather or other public emergency or to care for a family member whose school or place of business has been closed for the same reason.
- Employees inability to telework because employee is:
  - Prohibited from working by employer due to health concerns related to transmission of a communicable illness related to a public emergency; or
  - Seeing or awaiting the results of diagnosis of communicable disease related to public health emergency.

- Absence when it has been determined by health authorities with jurisdiction that presence of employee, or family member of employee, in the community would jeopardize health of others because of exposure of employee or their family member to a communicable disease.

For ESST purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in local parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

Notice for use of Earned Sick and Safe Time

If the need for ESST is foreseeable, provide advance notice to your immediate supervisor via email, telephone or UKG time-off request function. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as practicable. (Check with Supervisor for preferred communication method.) When an employee uses ESST for more than three consecutive days, the County may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Time for a qualifying purpose. The County will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the County will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

Retaliation Prohibited

The County shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

Return to Work after Separation

Accrued and unused ESST time is not paid out upon the employee's resignation, retirement, layoff, or termination, except in accordance with the "Sick Time" severance pay out amounts specified in accordance with applicable bargaining or employment/fringe benefit contracts. When there is a separation from employment and the employee is rehired within 180 days of separation, previously accrued and unused ESST will be reinstated unless previously paid out pursuant to a collective bargaining agreement. An employee is entitled to use and accrue ESST at the commencement of reemployment.

Complaint Procedure

ESST disputes are not subject to collective bargaining grievance procedures. An employee injured by a violation of this policy pursuant to §§181.9445-181.9448 may bring a civil action to recover any and all damages recoverable by law, together with costs and disbursements, including reasonable attorney's fees, and may receive injunctive and other relief as determined by a district court in Itasca County.

Questions regarding ESST or this County policy should be directed to the Human Resources Department.

III. STANDARD "SICK TIME"

"Sick Time" is an authorized absence from work with pay. For employees covered by a collective bargaining agreement or employment/fringe benefit agreement, "Sick Time" accrual and use will continue to be as outlined in the collective bargaining agreement or employment/fringe benefit agreement with one exception. In order to comply with state statute, the more limited notice and documentation provisions associated with accrued Earned Sick and Safe Time use as outlined in this policy will prevail over conflicting provisions in the collective bargaining agreement when the leave is concurrently designated as ESST.

All accrued and unused paid "Sick Time" must be used before requesting unpaid medical leave.

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 2, 2024

RESOLUTION 2024-1

RE: ADOPTION AND IMPLEMENTATION OF SICK LEAVE POLICY

WHEREAS, a new Earned Sick and Safe Time (ESST) paid leave law was passed during the 2023 legislative session, effective January 1, 2024, which requires employers to provide paid leave under specific circumstances to employees who work in the state of Minnesota; and

WHEREAS, for purposes of satisfying ESST, the County has previously negotiated (or provided to unrepresented employees via a fringe benefit agreement) paid sick leave which meets or exceeds ESST minimum requirements under the law.

THEREFORE, BE IT RESOLVED, that the Itasca County Board approves the new Itasca County Sick Leave Policy which incorporates ESST effective January 1, 2024.

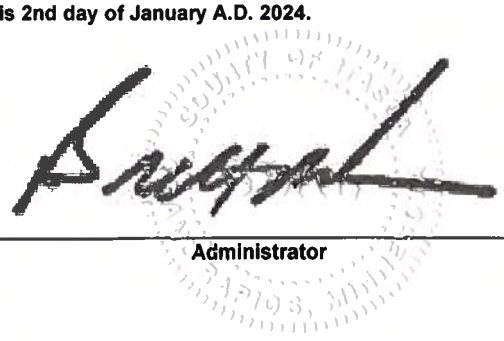
RESOLVED FURTHER, the Board hereby directs the Human Resources Department to provide notice of the County's Sick Leave policy by: 1) supplying employees, who have a County email, with an electronic copy of the policy; 2) posting the policy to the County's website; 3) posting a copy of the required ESST notice to County worksite locations; and 4) by incorporating the policy into new hire communications.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 2nd day of January A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 2nd day of January A.D. 2024.



Administrator

ITASCA COUNTY POLICIES & PROCEDURES HUMAN RESOURCES	EFFECTIVE DATE: 02/22/2022	POLICY #:
	RBA #: 2022-2246	BOARD APPROVAL DATE: 2/22/2022 Format Updates:
	REFERENCES:	
SUBJECT: Catastrophic Leave Donation Policy		

CATASTROPHIC LEAVE DONATION

1.1 Purpose
The County believes that reasonable measures should be taken to provide an opportunity for employees who wish to donate accrued vacation to other employees who have exhausted all accrued leave.

This policy does not replace the need for employees to save their earned sick leave and/or vacation. There is no guarantee donated leave hours will be approved or donated.

1.2 Eligibility to Receive
To be eligible to receive donated leave an employee, or a family member, must complete a request form and submit it to the Human Resources Director. It will be up to the employee requesting the donation whether or not the reason for the donation will be released to employees. Requests will be accepted only from individuals who are within one pay period of exhausting all accrued paid leave. Exceptions to these requirements will be approved by the Human Resources Director only in rare and unusual circumstances.

1.3 Conditions
An employee may receive donated leave to a care for themselves, or a family member, due to a medical emergency or catastrophic event under the following conditions:

1.3.1 Definitions
Family members include the employee's spouse or domestic partner, child, and/or parents of the employee.

Medical emergency is defined as an unplanned medical condition of the employee, or family member of the employee, that would require the prolonged absence of the employee from duty and would result in a substantial loss of income to the employee because the employee would have exhausted all paid leave available.

1.3.2 Eligibility
An employee is only eligible to receive donated leave for time lost from normal work hours under the terms and conditions set in paragraph 1.3.3.

1.3.3 Terms and Conditions
An employee will be eligible to receive donated leave only after the employee's accrued paid time off balance has been reduced to no more than three (3) days.

The use of available donated leave will take effect when an employee enters non pay status and continue until all donated leave has been used or the employee returns to work.

An employee receiving reimbursement of wages from any other source (i.e. Workman's Comp, Disability and Accident Insurance Policy, etc.) shall be ineligible to receive donated leave.

If an employee receives donated leave, and later receives wage reimbursement from another source (i.e. Workman's Comp, Disability and Accident Insurance Policy, etc.) the employee is required to pay back the hours received, which will then be returned to the employee who made the donation.

1.3.4 Limitations

No employee will be allowed to receive more than 240 hours or 30 days of donated vacation for any single major life-threatening disease or condition. Exceptions may be approved by the Human Resources Director only in rare and unusual circumstances.

1.4 Notification

Notification will be made by the Human Resources Director that a request has been made. With the employee's approval, the name of the employee who is to receive the donated leave and the reason for receiving the leave will be released by the Human Resources Department.

1.5 Leave Donations

Employees who wish to donate vacation will do so under the following conditions:

1.5.1 Written Request

A written request to donate leave must be made to Payroll on forms designated by the Human Resources Department for that purpose. The name of the employee who is to receive the donation will be noted on the form. The names of those who donate vacation may be made available upon written request by and to the employee who received the donations.

1.5.2 Donations

An employee may donate no more than eighty (80) hours of accrued vacation per calendar year to a single fellow employee. This shall not be construed to prohibit donating eighty (80) hours of vacation to additional employees. Further, any donation made under this policy will be taxable to the donor and the recipient.

1.6 Effect on Accrued Balances

The County will subtract the hours (not the dollar value) of donated vacation from the accrued balances of the employee making the donation and credit those hours to the requesting employee. Once a donation is made, it is irrevocable. However, if more donated hours are received than needed or allowed, the donations are used on a first come, first serve basis and will be returned to the employee if they are not needed.

1.6.1

Employees who receive donated leave will receive credit for holidays as well as earn sick leave and vacation while using donated leave. Any accrued leave shall be used prior to using donated vacation.

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-96

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 November 5, 2025, in the amount of $329,594.01.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-624

DEPARTMENT: Health & Human Services
TIME REQUESTED: 10 Minutes
PRESENTER: Kim Brink Smith

AGENDA ITEM:
United Way Campaign

BOARD ACTION REQUESTED:
Receive United Way Campaign update.

BACKGROUND:
United Way Campaign update

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/04/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-620

DEPARTMENT: Land Department **TIME REQUESTED:** 10 Minutes
PRESENTER: Perry May, Sara Thompson, Northwoods Regional ATV Trail Alliance

AGENDA ITEM:
Northwoods Regional ATV Trail Alliance Award

BOARD ACTION REQUESTED:
Receive information on the Northwoods Regional ATV Trail Alliance Award.

BACKGROUND:
During the National Off-Highway Vehicle Conservation Council (NOHVCC) Annual Conference held in Bend, Oregon on October 9-11th, the Northwoods Regional ATV Trail Alliance was selected as the national club/association of the year.

Perry May from the Alliance would like to give a short summary of the award and background on the growth of the trails and Alliance.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

11/04/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, November 4, 2025

REQUEST FOR BOARD ACTION: RBA-2025-621

DEPARTMENT: Sheriff
TIME REQUESTED: 10 Minutes
PRESENTER: John Linder

AGENDA ITEM:
Itasca County Emergency Manager EMPG Grant (EMPG)

BOARD ACTION REQUESTED:
Authorize the Itasca County Board Chair, Itasca County Administrator, and Itasca County Sheriff to sign the 2024 Emergency Management Performance Grant (EMPG) in the amount of $24,010.00 which is an agreement between the Minnesota Commissioner of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

BACKGROUND:
The Emergency Management Performance Grant (EMPG) has been applied for on an annual basis to supplement the costs associated with employing the position of Itasca County Emergency Manager and specialized equipment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 1289214_5025320-A-EMPG-2024-ITASCACO-007_GA_ExhA

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder, John Johnson

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	**Grant Program:** 2023 Emergency Management Performance Grant **Grant Contract Agreement No.:** A-EMPG-2024-ITASCACO-007
Grantee: Itasca County 123 Northeast 4th Street Grand Rapids, MN 55744	**Grant Contract Agreement Term:** **Effective Date:** 01/01/2024 **Expiration Date:** 06/30/2026
Grantee's Authorized Representative: Itasca County Sheriff's Office / Emergency Management Division ATTN: John Linder – Emergency Manager 108 NE 5th Street Grand Rapids, MN 55744 Phone: 218-327-7483 E-mail: john.linder@co.itasca.mn.us	**Grant Contract Agreement Amount:** Original Agreement $ 24,010.00 Matching Requirement $ 24,010.00
State's Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 3925 Pheasant Ridge Drive NE Blaine, MN 55449 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	**Federal Funding:** CFDA/ALN: 97.042 **FAIN:** EMC-2024-EP-05011 **State Funding**: None **Special Conditions** None

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

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

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2024 Emergency Management Performance Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Drive NE, Blaine, MN 55449. The Grantee shall also comply with all requirements referenced in the 2024 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

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

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

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

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

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. A-EMPG-2024-ITASCACO-007 / P.O. No. 3000104769

Project No: N/A

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2024 (EMPG) Emergency Management Performance Grant

Budget Summary (Review Report)

Organization:
Itasca County

EXHIBIT A
A-EMPG-2024-ITASCACO-007

Budget		
Budget Category	**Award**	**Match**
Organization		
Itasca County Emergency Manager Salary and Fringe Benefits	$24,010.00	$24,010.00
Total	$24,010.00	$24,010.00
Total	$24,010.00	$24,010.00
Allocation	$24,010.00	$24,010.00
Balance	$0.00	$0.00