

KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION (EDC)

JOINT OPERATIONS BOARD OF DIRECTORS (OB)

MINUTES

December 14, 2023

Community Room, Heritage Bank, N.A., Willmar and Via ZOOM Video Conference

Present: Art Benson, Abdulcadir Gaal, Les Heitke, Noah Hultgren and Mary Warszynski

Excused: Jesse Gislason and Kelly TerWisscha

Guests: Julie Asmus, Joint Powers Board Chair; Kyle Box, City Operations Director (via Zoom) and Christopher Corbett, Planning and Development Director, City of Willmar

Staff: Aaron Backman, Executive Director; Sarah Swedburg, Business Development Manager; Kelsey Olson, Marketing & Communications Specialist and Tanna Stucky, Child Care Community Coordinator

Media: Jennifer Kotila, West Central Tribune

Secretarial: Nancy Birkeland, Legal & Administrative Assistants, Inc.

Aaron Backman called the meeting to order at approximately 11:15 a.m. and announced a quorum was not present.

UNFINISHED BUSINESS

EDC Office Location. Backman reported he spoke again with the Elks about the EDC's current space and asked that any information as to expansion possibilities be given to him by January 1, 2024. The current space is 1500 sq. ft. and the EDC could use approximately 2800 sq. ft. to accommodate its board and committee meetings and Elevate classes. The current lease is \$16 sq. ft. and the original notification of an increase was to \$22 sq. ft. once the lease is up in December 2024. Until an office location is determined, the spring Elevate classes will be held in the Commons Conference Room at MinnWest Technology Campus at no cost. Access, security and ADA compliancy are important for any location being considered by the EDC.

EDC Rebranding. Kelsey Olson provided proposed logos and color schemes being considered (see attached). The EDC's Marketing and Public Relations Committee recommends the four color logo. Olson noted the committee may select six to eight icons that could be interchangeable dependent upon use—the state of Minnesota icon will always be used. Comments by the board included: the white dots on all of the icons is distracting and KCED without the full name gives the impression it has to do with education. This matter will be brought to the board again on January 11 for consideration and a vote.

Guests Christopher Corbett and Kyle Box were introduced and provided their background and information on their respective positions with the City of Willmar.

NEW BUSINESS

Board appointment to Mid-America Economic Development Council. Swedburg announced she was appointed to the board of the Mid-America Economic Development Council and attended her first meeting in Indiana this month.

Employee Handbook Revisions. Backman reviewed the proposed changes to the Employee Handbook, some of which are to comply with new laws enacted (see attached). Olson requested the board consider paid parental leave and that family members identified for funeral leave match that as for ESSL. The changes proposed follow what was adopted by the City of Willmar. Backman will obtain the county's changes.

Business Development Manager Position. Backman announced Swedburg submitted her resignation from the EDC effective December 28, 2023. She accepted a city planner position with Bolton & Menk out of its St. Cloud office. Swedburg stated she appreciates her time at the EDC, but planning is her passion and she took advantage of the opportunity to return to it. Backman announced a going away event for Swedburg will be held Wednesday, December 27, from 4:30-6:30 p.m. at Intuition Brewing. Backman reviewed the process when Swedburg was hired and provided an updated Job Description and proposed ad (see attached). The ad will be posted with the Association of Minnesota Counties, Economic Development Association of Minnesota, JobsHQ, League of Minnesota Counties, LinkedIn and Minnesota Association of Professional County Economic Developers. Backman recommended the boards hold a joint meeting on January 11 to address the position. Swedburg noted broadband grant applications were submitted to the state and the Broadband Committee has a very strong chair to move projects along. Childcare will be covered by Tanna Stucky and the state childcare grant is done at year end. The one area that needs support is the Elevate program; Swedburg is willing to assist through May 31, 2024. Swedburg announced the Elevate program was just awarded a state grant in the amount of \$203,500. A proposed Agreement for Services (see attached) to engage Swedburg for the Elevate Community Business Academy was reviewed. The proposed contract fee of \$10,900, including reimbursable expenses, would be paid from grant funds.

[Mary Warszynski joined the meeting.]

AGENDA—Added to the Agenda under New Business was Employee Handbook revisions and Business Development Manager position. Added to the Consent Agenda was the addition of Kyle Grimm to the Finance Committee.

IT WAS MOVED BY Mary Warszynski, SECONDED BY Abdulcadir Gaal, to approve the revised Agenda. MOTION CARRIED.

IT WAS MOVED BY Noah Hultgren, SECONDED BY Les Heitke, to approve the following revised Consent Agenda.

CONSENT AGENDA

- Approve:
1. Minutes of November 9, 2023
 2. Financial reports as of November 30, 2023
 3. Invoice No. 70034 from Westberg Eischens in the amount of \$10,050 for the 2022 audit as budgeted
 4. Following Childcare Forgivable Loans to be paid from childcare grant funds:
 - a. Atwater Ford, Inc. (Special Family License Space) \$32,500
 - b. Children's Corner ELC (AG Church, Willmar) \$26,500
 - c. Loving Arms (Peace Lutheran Church, New London) \$32,500
 - d. Prairie Woods Environmental Learning Center, Spicer \$26,500
 - e. Maria Sanchez, Willmar \$4,660
 5. Addition of Kyle Grimm to the Finance Committee
- Accept: Committee/Subcommittee Minutes
1. Agriculture and Renewable Energy Development 9/21/2023
 - a. Industrial Hemp Exploratory Subcommittee 9/11 and 11/13/2023
 2. Broadband and Advanced Technology 11/6/2023
 3. Finance 9/12/2023
 4. Marketing and Public Relations 11/25/2023

MOTION CARRIED.

NEW BUSINESS

Business Development Manager Position. Backman reviewed the updated Job Description ([see attached](#)).

IT WAS MOVED BY Noah Hultgren, SECONDED BY Abdulcadir Gaal, to accept, with regrets, the resignation of Sarah Swedburg as the Kandiyohi County and City of Willmar Economic Development Commission's Business Development Manager. MOTION CARRIED.

IT WAS MOVED BY Les Heitke, SECONDED BY Noah Hultgren, to approve the Business Development Manager Position Description and to advertise the position in the locations noted previously. MOTION CARRIED.

IT WAS MOVED BY Les Heitke, SECONDED BY Abdulcadir Gaal, approve the Agreement for Services for Elevate Community Business Academy with Sarah Swedburg for January 1-May 31, 2024 as presented. MOTION CARRIED.

Backman requested a review committee be appointed. Backman announced Kelly TerWisscha's term is done at year end and he cannot be reappointed; his replacement is being sought. Gaal's term also ends at year end and he would like to be reappointed. Warszynski, Heitke and Steve Gardner volunteered to serve on the review committee.

Employee Handbook.

IT WAS MOVED BY Noah Hultgren, SECONDED BY Abdulcadir Gaal, to approve the following changes to the Kandiyohi County and City of Willmar Economic Development Commission Employee Handbook (see attached) and recommend the Joint Powers Board adopt same:

- Revising language in Section II
- Revising Section IV as follows:
 - adding new language to paragraph D as to Earned Sick and Safe Leave
 - adding a new paragraph F3 as to Pregnancy and Parenting Leave
 - moving the previous paragraph P to be paragraph F4
 - revising language in paragraph L1
 - adding new language to paragraph O
 - adding a new paragraph P as to Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy
 - revising language under paragraph Q1a, deleting paragraph Q2b and renumbering and revising paragraph Q1c
 - revising language under paragraph S
- Updating the Sources of Information section as to the new changes.

MOTION CARRIED.

REPORTS

Economic Development Activity. Corbett reported the City of Willmar is finalizing Transportation Economic Development items, as well as year-end financials. He noted the Planning and Development Department is looking at a work plan for 2024 to engage more with the public and working closer with Willmar Main Street. Discussions continue as to a new City Hall, which will include feedback from staff as to a location.

Backman reported a closed session was held with the Willmar City Council on the Willmar Industrial Park and a work session was held with Willmar City Council on Monday that also included a closed session regarding housing.

Elevate Community Business Academy. Swedburg announced graduation will be held tomorrow from 6:30-8:30 p.m. at the Student Center of Ridgewater College. A meal is being served; thus, anyone interested in attending must RSVP on EventBrite. The EDC is flying in Rupa Mohan, Education & Training Lead from Rising Tide Capital to be the keynote speaker. Goal setting and visioning was held last night. Approximately 60-70 have registered for the graduation ceremony.

Child Care Economic Development Grant. Swedburg will be finalizing the Child Care Economic Development grant by year end. All funds have been spent. Thirty-four family childcare providers were supported, some new and some existing. Eight providers are starting a new childcare in their homes, 7 new childcare centers and 1 specialized childcare for up to 12 kids will be opened in Atwater. There was a good mix of providers across the county that were assisted. The forgivable loans distributed are projected to create 263 childcare spaces. \$1.15 million will have been spent

of which \$396,000 are in forgivable loans; this includes funds from the state, City of Willmar, Kandiyohi County and Southwest Initiative Foundation. Swedburg will be developing a presentation on the program. A Strategic Supply Plan will be developed. Stucky and the new EDC Business Development Manager will look at next steps.

[Corbett was excused from the meeting.]

It was noted there is a need to make sure the new centers that were approved for funding today have the necessary workforce.

COMMITTEE REPORTS

Ag. No meeting was held in October.

Broadband and Advanced Technology. The applications for the next round of Border-to-Border Broadband Development Grants with the State of Minnesota were submitted.

Finance. Swedburg provided information on Rendezvous LLC, a new ax throwing facility with limited food service. It is purchasing a building on west Highway 12. Swedburg provided information on the owners, who are graduates of the Elevate program, and on financing from other lenders. The EDC's Finance Committee has recommended approval of the loan.

IT WAS MOVED BY Abdulcadir Gaal, SECONDED BY Noah Hultgren, to approve a \$45,000 loan to Rendezvous LLC at 5.5% interest with a ten-year amortization and a seven-year balloon with the first three payments being interest only. Security will be a third position with a mortgage on the real estate and a UCC Financing Statement for inventory and equipment. MOTION CARRIED.

Backman informed the board that Somali Bride Consultant has closed and the owner is no longer in the country. The Finance Committee has recommended the remaining balance on its COVID Business Assistance Loan be written off.

IT WAS MOVED BY Noah Hultgren, SECONDED BY Les Heitke, to approve the recommendation of the Kandiyohi County and City of Willmar Economic Development Commission Finance Committee to write off the balance of the COVID Business Assistance Loan to Somali Bride Consultant in the amount of \$2,398.88. MOTION CARRIED.

Industrial Hemp Exploratory Subcommittee. Swedburg reported on her trip to Holland in November to visit Dun Agro. Dun Agro remains very interested in putting up a processing facility in Kandiyohi County.

Business Retention and Expansion/Recruitment (BRE). The committee held its quarterly meeting yesterday where the committee was given updates on workforce. Ridgewater College is finalizing Commercial Driver's License issues.

[Julie Asmus was excused from the meeting.]

Marketing and Public Relations. Olson reported the new website is moving along with page creation. She has requested a quote for assistance on writing content.

WHAT'S UP?

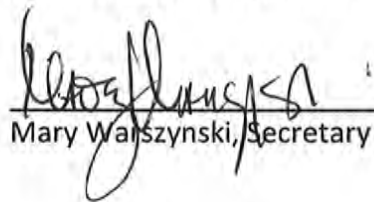
- Warszynski continues to look for someone to purchase her business Employment Plus; General Mailing is busy with mailing packages for the Christmas season.
- Heitke reported Eagle Creek Golf Course was sold to two private individuals, who own smaller golf courses in southern Minnesota. Ownership will be effective January 2024. The golf course has approximately 200 members. Foxhole Brewhouse is opening in its new location this Saturday.
- Hultgren is coaching his daughter in basketball and looking for colder weather for the sugar beet harvest.
- Backman will be leaving Sunday for Peru over the Christmas holiday to visit family.
- Olson distributed hot chocolate for the Santa Semi in New London.
- Jennifer Kotila noted the West Central Tribune won 25 awards from the Newspaper Council.
- Gardner recently attended the Association of Minnesota Counties annual meeting and is on the Executive Board. Day on the Hill will be in February. He thanked Swedburg for her service to both the City of Willmar and the EDC.

ADJOURNMENT—There being no other business,

IT WAS MOVED BY Les Heitke, SECONDED BY Noah Hultgren, to adjourn the meeting.


The meeting was adjourned at approximately 1:37 p.m.

NEXT MEETING—The annual meeting is 11:00 a.m., Thursday, January 11, 2024 at the Community Room of Heritage Bank, Willmar.



Mary Warszynski, Secretary

APPROVED: 1/11/2023



Art Benson, President

Choice A: 4 Colors

Primary Logo Horizontal



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Choice A : 4 Colors

Primary Logo Vertical



KANDIYOHI
COUNTY
ECONOMIC DEVELOPMENT

Choice A1: Abbreviation

Primary Logo 4 Colors Horizontal



Choice A1: Abbreviation

Primary Logo 4 Colors Vertical



KANDIYOHI
COUNTY
ECONOMIC DEVELOPMENT

Choice A2: Icons

Primary Logo 4 Colors Horizontal



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Choice A2: Icons

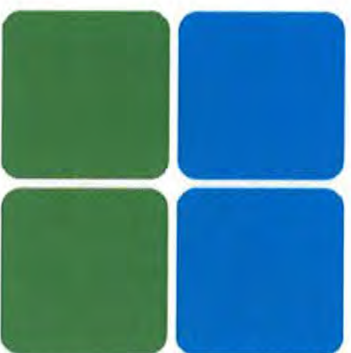
Primary Logo 4 Colors Vertical



KANDIYOHI
COUNTY
ECONOMIC DEVELOPMENT

Choice B: 2 Colors

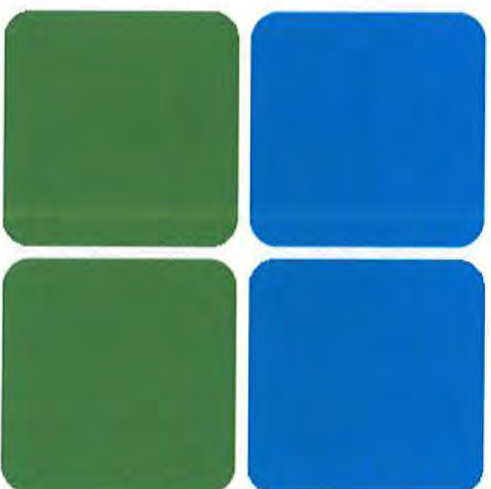
Primary Logo Horizontal



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Choice B: 2 Colors

Primary Logo Vertical



KANDIYOHI
COUNTY
ECONOMIC DEVELOPMENT

Choice B1: Abbreviation
Primary Logo Horizontal



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Choice B1: Abbreviation
Primary Logo Vertical



KANDIYOHI
COUNTY
ECONOMIC DEVELOPMENT

Choice B2: Icons

Primary Logo 2 Colors Horizontal



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Choice B2: Icons

Primary Logo 2 Colors Vertical



KANDIYOHI
COUNTY
ECONOMIC DEVELOPMENT

Choice A or B:

Primary Logo 1 Color Horizontal

Example

(any color on the color palette could be used)



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Choice A or B:

Primary Logo 1 Color Vertical

Example

(any color on the color palette could be used)



**KANDIYOHI
COUNTY**

ECONOMIC DEVELOPMENT

Choice C:

Other Possible Alternatives for

Primary Logo Color Scheme



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Primary Colors
(logo colors)

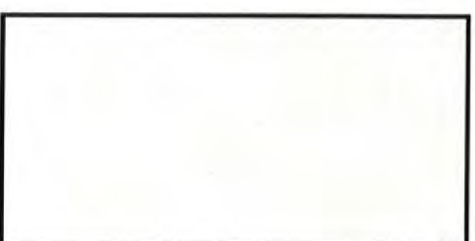




KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Secondary Colors

additional marketing colors





KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Primary Font: Avenir Next Regular

ABCDEFGH
IJKLMNOP
QRSTUVWXYZ
1234567890

ABCDEFGH
IJKLMNOP
QRSTUV
WXYZ

abcdefgh
ijklmno
pqrstuv
wxyz

abcdefgh
ijklmno
pqrstuv
wxyz

The quick brown fox jumps over the lazy dog
The five boxing wizards jump quickly

The mission of Kandiyohi County Economic Development is to be a catalyst for economic growth of the greater Kandiyohi County area.



KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

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Willmar, MN 56201
320-235-7370
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Kandiyohi County & City of Willmar
ECONOMIC DEVELOPMENT COMMISSION

EMPLOYEE HANDBOOK

REVISED BY JOINT OPERATIONS BOARD 12/____/2023

ADOPTED BY JOINT POWERS BOARD 1/____/2024

TABLE OF CONTENTS

	<u>PAGE</u>
I. PURPOSE AND INTENT	1
II. EQUAL EMPLOYMENT OPPORTUNITY POLICY	1
III. EMPLOYER AUTHORITY	2
IV. PERSONNEL	
A. Definitions	
1. Executive Director	2
2. Assistant Director	2
3. Position	2
4. Full-time Employee	2
5. Regular Part-time Employee	2
6. Intermittent Part-time Employee	3
7. Probationary Period	3
8. Hourly Rate of Pay	3
9. General Work Day	3
10. Employer	3
11. Immediate Family	3
12. Payroll Period	3
B. Hours of Work	3
C. Vacation Time	3
D. Sick Leave	4
E. HOLIDAYS	4
F. Leaves	5
1. Military Leave	5
2. Jury Duty	5
G. EMPLOYMENT AGREEMENTS	5
H. Reimbursement of Travel and Related Expenses Policy	5
1. Approval and Notification of Travel	5
2. Reimbursement Procedures	6
3. Travel Expenses for Spouse, Other Members of Family or Non-EDC Employees	6
4. Liability Insurance/Driver's License	7
5. Violations	7
I. Employee Insurance	7
J. Resignation	7
K. Workers' Compensation	7
L. HARASSMENT	8
1. Policy	8
2. Sexual Harassment	8
3. Complaint Procedure	8
M. GRIEVANCES	9
N. DISCIPLINE	9
O. Alcohol and Drug Policy	9
P. Family and Medical Leave of Absence Policy	10

Q. Dress and Personal Appearance 10

R. CELL PHONE POLICY 10

S. Computer and Electronic Communications Use 10

T. CONFLICTS OF INTEREST. 11

 1. Outside Employment 11

 2. Acceptance of Gifts 11

 3. Use of Confidential Information 12

 4. Use of Property 12

 5. Volunteer Organizations. 12

 6. Review of Potential Conflicts of Interest. 12

 7. Resolution of Conflict of Interest. 13

U. CONFIDENTIALITY 13

**RECEIPT AND ACKNOWLEDGMENT OF
KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION
EMPLOYEE HANDBOOK**

This Employee Handbook is an important document intended to help you become acquainted with the Kandiyohi County and City of Willmar Economic Development Commission (EDC). This Employee Handbook will serve as a guide; it is not the final word in all cases. The contents of this handbook may be changed at any time at the discretion of the EDC boards. Please read the following statements and sign below to indicate your receipt and acknowledgment of the handbook.

I have received and read a copy of the Employee Handbook. I understand the policies, rules and the benefits described in it are subject to change at the sole discretion of the EDC at any time. I understand that this handbook replaces all other previous manuals for the EDC.

I understand that should the content be changed in any way, the EDC may require an additional signature from me to indicate that I am aware of and understand any new policies.

Printed Name: _____

Signature _____ Date _____

KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION EMPLOYEE HANDBOOK

I. PURPOSE AND INTENT

This handbook is presented as a matter of information only for all Kandiyohi County and City of Willmar Economic Development Commission (EDC) employees. The policies and procedures described in this handbook are not conditions of employment. The language in this handbook is not intended to create a contract (expressed or implied) between the EDC and its employees.

It shall be the responsibility of the EDC's Executive Director to administer the laws and policies set forth by the EDC's Joint Operations Board and Joint Powers Board, or as otherwise set forth in state and federal law. In cases of emergency, the Executive Director shall have the power to act outside the established procedures within the jurisdiction of his/her authority. The EDC's boards reserve the right to modify, revoke, suspend, terminate or change any or all such plans, policies or procedures, in whole or in part, at any time, with or without notice.

In general, all EDC employees are expected to perform their respective duties in a competent and efficient manner. Each employee shall be courteous, tactful and considerate in dealing with the public and co-workers. It shall be understood that each position within the EDC exists for the purpose of providing services to the public. In so doing, each employee shall respect that responsibility and present a neat and clean appearance in conformance with accepted job standards.

These policies shall not be construed to remove, limit or extend the rights and preferences of veterans as established by Minnesota Statutes 197.45 to 197.46. Nor shall these policies be construed to permit or encourage any action or conduct prohibited by the Minnesota Human Rights Act or any other state or federal law relating to equal employment opportunities and the provisions of these acts shall continue to apply to EDC employment generally. Nor shall these policies be construed to affect the rights and obligations of employees and employers under the provisions of the Public Employment Labor Relations Act of 1971, as amended, or the provisions of any contracts or agreements executed pursuant thereto.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the EDC's policy to provide employment opportunities without regard for a person's age, disability, **genetic information (including family medical history)**, race/color (**such as hair texture, skin color or certain facial features**), religion, sex (**including sexual orientation, gender identity or pregnancy**), national origin, veteran status, ~~sexual orientation~~, marital status, military status or any other characteristic protected by state or federal law. The EDC is strongly committed to this policy and believes in the concept and spirit of the law.

The EDC believes in and practices equal opportunity and affirmative action. The Executive Director or their designee serves as the Equal Opportunity Coordinator and has overall responsibility for ensuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and affirmative action and assisting the EDC in meeting its objectives.

This policy applies to all areas of employment. All personnel actions and programs, including compensation, benefits, EDC-sponsored training and education will be administered without regard to age, disability, genetic information (including family medical history), race/color (such as hair texture, skin color or certain facial features), religion, sex (including sexual orientation, gender identity or pregnancy), national origin, ~~sexual orientation, gender identity, veteran's status, pregnancy,~~ genetic information (including family medical history) or membership in other protected groups.

III. EMPLOYER AUTHORITY

It is recognized that except as expressly stated herein, the EDC shall retain whatever rights and authority necessary to operate and direct the affairs of the EDC in all its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the EDC, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased or contracted for; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized that the EDC shall retain the authority and prerogative to:

- operate and manage affairs in all respects in accordance with existing and future laws and regulations or appropriate authorities, including EDC personnel policies and work rules;
- maintain the efficiency of the government operations; and
- take whatever actions may be necessary to carry out the missions of the EDC in emergencies.

IV. PERSONNEL

A. DEFINITIONS.

1. **Executive Director.** The Executive Director administers the day-to-day operations of the EDC.
2. **Assistant Director.** The Assistant Director assists the Executive Director in administering the day-to-day operations of the EDC.
3. **Position** means a group of duties and responsibilities requiring full or part-time employment.
4. **Full-time Employee** means an employee who works at least 32 or more hours per week on a regular basis.
5. **Regular Part-time Employee** means an employee who works less than 29 hours per week and is regularly scheduled a minimum of 16 hours.

6. **Intermittent Part-time Employee** means an employee who works less than an average of 16 hours per week and whose scheduled number of hours to work vary from week to week, depending on work assignments, availability and client's need, or an employee who works on a seasonal basis.
7. **Probationary Period** means a 90-day working period during which the employee is required to demonstrate his/her fitness for the position.
 - a. Any employee with probationary status may be terminated at any time during the probationary period.
 - b. Vacation and sick leave shall be earned by the new employee during the probationary period.
8. **Hourly Rate of Pay** means an employee's annual salary divided by 2080 hours (if 40 hours per week) or 1664 hours (if 32 hours per week) and rounded to the nearest whole cent.
9. **General Work Day** means a work period of time from 8:00 a.m. to 5:00 p.m. that includes a one-hour lunch period, Monday through Friday.
10. **Employer** means the Kandiyohi County and City of Willmar Economic Development Commission (EDC).
11. **Immediate Family.** The employee's immediate family is defined as father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister or sister-in-law, brother or brother-in-law, spouse, children of either husband or wife, stepchildren or stepparents, or a member of the employee's own immediate household.
12. **Payroll Period** means a semimonthly schedule with paydays on the 15th and last working day of each month.

B. **HOURS OF WORK.** It is acknowledged that staff will occasionally be called upon to work more hours than the normal work day. It is therefore acknowledged and expected that they may reduce the hours worked on subsequent days at their discretion. This will not affect vacation or sick time.

C. **VACATION TIME.**

1. The Executive Director and Assistant Director's vacation time shall be set out in an Employment Agreement.
2. Full-time employees shall accumulate vacation on the following basis:
 - a. Employees with less than 3 years of full-time employment shall earn vacation at the rate of 3.67 hours per pay period (semimonthly) (88 hours per year).
 - b. Employees with more than 3 years, but less than 5 years of full-time employment shall earn vacation at the rate of 4.33 hours per pay period (semimonthly) (104 hours per year).

- c. Employees with more than 5 years, but less than 7 years of service, shall earn vacation at the rate of 5 hours per pay period (semimonthly) (120 hours per year).
- d. Employees with 7 years or more of service, shall earn vacation at the rate of 5.67 hours per pay period (semimonthly) (136 hours per year).

Changes in the rate of accumulation shall be effective on January 1 of each calendar year.

- 5. Accumulated vacation time for employees shall not exceed 160 hours.
- 6. Any employee who is separated from EDC employment by layoff, resignation, leave of absence or death shall be paid for the working hours of unused vacation leave accumulated to his/her credit. The payment shall be computed by multiplying the employee's current hourly rate of pay by the number of accumulated vacation hours. Payment of vacation time shall not exceed 160 hours.

D. EARNED SICK AND SAFE LEAVE (ESSL). "Earned Sick and Safe Leave" is authorized absence from work with pay, granted to qualified full-time and part-time employees. ESSL is a privilege, not a right.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained in paragraph 5 below. ESSL does not accrue during an unpaid leave of absence.

ESSL is paid time off earned at one hour of ESSL for every 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per year. The hourly rate of ESSL is the same hourly rate an employee earns from employment with the EDC. This specific leave applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a year for the EDC.

- 1. The Executive Director and Assistant Director's sick pay shall be set out in an Employment Agreement.
- 2. Full-time employees shall be granted 4 hours of ~~ESSL sick leave~~ with pay for each pay period of service. ~~ESSL Sick leave~~ not used shall be carried forward from one year to the next year up to a maximum accumulation of 192 hours.
- 3. Part-time employees will earn one hour of ESSL for every 30 hours worked up to a maximum of 48 hours of ESSL per year. Part-time employees are eligible to carry over accrued but unused ESSL into the following year, but the total of ESSL carry-over hours shall not exceed 80 hours.
- 34. Employees may be allowed up to three working days with pay, per incident, as funeral leave for a death in the immediate family. Consideration shall be given by the Executive Director to closeness of kin and distance of travel. Vacation hours are to be used for attending funerals of persons other than immediate family.
- 5. Employees may use accrued earned ESSL for the following reasons as outlined in Minn. Stat. § 181.9447, subd. 1:

- a. the employee's:
 - i. mental or physical illness, injury or other health condition;
 - ii. need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or
 - iii. need for preventive medical or health care;
- b. care of a family member:
 - i. with a mental or physical illness, injury or other health condition;
 - ii. who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition;
 - iii. who needs preventive medical or care;
- c. absence due to domestic abuse, sexual assault or stalking of the employee or employee's family member, provided the absence is to:
 - i. seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault or stalking;
 - ii. obtain services from a victim services organization;
 - iii. obtain psychological or other counseling;
 - iv. seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking; or
 - v. 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;
- d. closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- e. the employee's inability to work or telework because the employee is: (1) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- f. when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

When an employee uses earned sick leave for more than three consecutive days, the EDC may require reasonable documentation that the earned sick and safe time is covered.

6. Employees may use earned ESSL for the following family members:

- a. 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);
- b. their spouse or registered domestic partner;
- c. their sibling, step-sibling or foster sibling;
- d. 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;
- e. their grandchild, foster grandchild or step-grandchild;
- f. their grandparent or step-grandparent;
- g. a child of a sibling of the employee;
- h. a sibling of the parents of the employee;
- i. a child-in-law or sibling-in-law;
- j. any of the family members (a through i above) of an employee's spouse or registered domestic partner;
- k. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- l. up to one individual annually designated by the employee.

47. Any employee who is separated from EDC employment by layoff, resignation, leave of absence or death shall be paid for the working hours of unused sick leave accumulated to his/her credit. The payment shall be computed by multiplying the employee's current hourly rate of pay by the number of accumulated sick leave hours. Payment of sick leave time shall not exceed 160 hours.

E. **HOLIDAYS.** Full-time and regular part-time employees shall be entitled to the following holidays with pay:

- | | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Juneteenth (June 19) | Christmas Day |
| Independence Day | |

Holidays falling on Saturday shall be celebrated on the preceding Friday and holidays falling on Sunday shall be celebrated on the following Monday. The last four hours of the Christmas Eve work day shall also be considered a holiday when Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday.

F. **LEAVES.**

1. **Military Leave.** Employees shall be entitled to a maximum of 120 working hours off with pay during the calendar year for reserves, National Guard or military duty as outlined in Minn. Stat. § 192.26 or applicable federal law. An employee who engages in active service in time of war or other emergency shall be granted a leave of absence without pay according to Minn. Stat. § 192.261 or applicable federal law.
2. **Jury Duty.** Employees shall be granted time off, with pay, to serve on a jury pursuant to Minnesota Statutes or applicable federal law. When not impaneled for actual service and only on call, the employee shall report to work. Any funds received by the employee for jury duty shall be turned over to the EDC.
3. **Pregnancy and Parenting Leave.** All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions, as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child is eligible for up to 12 weeks of unpaid leave and must begin within 12 months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. The employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30 days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

The EDC will not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights and remedies.

4. **FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY.** The Family and Medical Leave Act (FMLA) of 1993, as amended, entitles eligible employees to take up to 26 weeks of unpaid, job-protected leave in a 12-month period for specified family, medical and military-related reasons. [moved from separate paragraph P]

G. **EMPLOYMENT AGREEMENTS.** The Executive Director and Assistant Director shall enter into an Employment Agreement that shall automatically be renewed from year to year unless modified by agreement of the Executive Director or Assistant Director, respectively, and the EDCJP/EDCOB.

H. **REIMBURSEMENT OF TRAVEL AND RELATED EXPENSES POLICY.** It is intended that this policy conform to all Minnesota Statutes, including §§ 471.38, 471.661, 471.96(1) and 471.97 and IRS rules governing expenses

incurred by employees in the conduct of EDC business. The Executive Director shall be responsible for reviewing expense reports to assure accuracy.

1. Approval and Notification of Travel.

- a. In-State and Local Travel. The Executive Director must approve all in-state and/or local travel for EDC personnel. The Executive Director is responsible for assuring that funds are available to pay for the attendance of all conferences and seminars s/he approves. Out-of-state travel must be approved according to the policy below.
- b. Out-of-State Travel. This applies to all EDC employees and supercedes any other travel policy regarding out-of-state travel. All out-of-state travel requests must be presented to the Executive Director and then the EDCOB for consideration and approval prior to the planned date(s) of travel. The Executive Director shall consider each request and evaluate the appropriateness of out-of-state travel based on the following guidelines:
 - (1) The cost of the conference, institute, training program and related travel must be within the annual travel expense budget approved by the EDCOB. Exceptions may be made with the approval of the EDCOB.
 - (2) The conference/training topic and information obtained must be to the benefit of the EDC and Kandiyohi County. Benefits to the EDC/Kandiyohi County may include, but are not limited to, improvements to the operation of the EDC; communication with state and federal offices; cooperation or communication with other local government jurisdictions; meetings requiring the presence of an EDC volunteer or employee; representation of the EDC on national, state or inter-jurisdictional committees; and professional development.

2. Reimbursement Procedures. EDC personnel traveling in the conduct of authorized EDC business shall adhere to the following:

- a. Location of Conference. When a conference or seminar is scheduled at several locations, the location in or nearest Kandiyohi County should be selected.
- b. Mileage. When a personal auto is used for official EDC business, mileage will be reimbursed at the IRS allowable rate. Odometer readings must be provided. In the event more than one employee shares the use of an automobile for such travel, only one employee shall be reimbursed at the approved rate. Mileage shall be paid on the most reasonable direct route.
- c. Use of Air Transportation. Any EDC employee traveling on EDC business and utilizing air transportation shall be reimbursed for travel expense by coach airfare rates when such accommodations are available.
- d. Lodging. Lodging will be paid for the single accommodation rate only when it is essential to attending an official economic development meeting or conference. If personnel goes early or stays following the conference for personal reasons, this is not a reimbursable expense. Provide receipts.

- e. Meals. Meals not provided with a conference registration will be reimbursed for out-of-county meetings only at the actual cost. Meals will be reimbursed **only** when they are associated with overnight travel trips or are part of a registration fee and are for EDC business. Receipts for all meals must be submitted with the reimbursement request. Expenses for alcoholic beverages are not reimbursable.
 - f. Parking or Ground Transportation. Employees using private automobiles shall be reimbursed on an actual expense basis for parking while on official EDC business. Provide receipts.
 - g. Taxi/Bus. Payment reimbursement will be authorized for taxi or bus service when on EDC business and no private vehicle is available.
 - h. Car Rental. Employees may only use a rental vehicle at the EDC's expense when authorized or in an emergency situation. When using rental vehicles, the lowest reasonable rate shall be used.
3. **Travel Expenses for Spouse, Other Members of Family or Non-EDC Employees.** If an employee's spouse, family member or any non-EDC employee accompanies an EDC employee on a business trip, any portion of the expenses attributable to the spouse, family member or non-EDC employee's travel, meals, lodging, etc., are not reimbursable under any circumstances. If a spouse, family member or non-EDC employee accompanies an employee on a business trip, the reimbursable business expense for transportation and lodging is the single rate cost of accommodations for the employee.
4. **Liability Insurance/Driver's License.** Employees shall not drive vehicles on EDC business without a valid Minnesota driver's license of the appropriate classification. Employees are required to have at least the legal minimum liability limits as set in effect on all vehicles used for EDC purposes or while performing EDC business. The EDC may at any time require proof of such insurance.
5. **Violations.** Any violation of this section shall subject the employee to disciplinary actions, up to and including discharge, as set forth in these policies.

I. **EMPLOYEE INSURANCE.**

- 1. Employees working 32 hours or more per week shall be provided group medical insurance. The EDC will pay a percentage of the premium for single coverage for the employee as determined annually. An employee may at his/her option purchase additional or dependent coverage through payroll deductions. Temporary full-time employees shall not receive health coverage.
- 2. Employees who retire before age 65, or employees who retire at age 65 or older, may continue under the group health coverage by paying the total cost for the monthly coverage in advance. An employee on an approved leave of absence may continue his/her group health coverage by paying the total cost of insurance in advance.

J. **RESIGNATION.**

1. An employee may resign in good standing by tendering his/her resignation in writing. Employees are encouraged to give at least 30 calendar days prior to the effective date and at least three weeks is required. Failure to comply with the three-week notice requirement may result in the forfeiting of all accumulated fringe benefits due the employee and normally otherwise paid to the employee as severance pay, except in cases of emergency or unusual circumstances.
2. Absence from work for three consecutive days without notification may constitute a resignation.

K. **WORKERS' COMPENSATION.** If you become ill or are injured on the job, you must contact the Executive Director or Assistant Director immediately. Failure to report any accident, illness or injury could result in disciplinary action. The employee shall receive workers' compensation benefits as provided by law as it applies. The employee's regular pay shall be reduced by an equal number of hours. Under no circumstances shall the Executive Director or Assistant Director submit a "First Report of Injury" to the insurance company on his/her own behalf or sign the report on behalf of the EDC.

L. **HARASSMENT.**

1. **Policy.** It is the EDCJP/EDCOB's policy that all employees have a right to work in an environment free from harassment—whether that harassment is based on age, disability, **genetic information (including family medical history)**, race/color **(such as hair texture, skin color or certain facial features)**, religion, sex **(including sexual orientation, gender identity or pregnancy)**, national origin, veteran status, ~~sexual orientation~~, marital status, status with regard to public assistance, or membership in other protected groups. The policy prohibits harassment of its employees in any form—by supervisors, coworkers, suppliers or customers.
2. **Sexual Harassment.** Sexual harassment, particularly, is a violation of Title VII of the Civil Rights Act of 1964. It is against our policy for any employee to sexually harass another employee by:
 - a. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of the employee's employment;
 - b. Making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
 - c. Creating an intimidating, hostile or offensive working environment by such conduct.

Sexual harassment refers to behavior which is not welcome, which is personally offensive, which fails to respect the rights of others and which interferes with an employee's work performance. Sexual harassment may take many forms including, but not limited to, the following:

- *Verbal:* sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions and threats.
- *Non-verbal:* sexual suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling or obscene gestures; or

- *Physical*: unwanted physical contact, including touching, pinching, brushing against the body, coerced sexual contact and assault.

Other harassing conduct in the workplace, whether physical or verbal, committed by supervisors or others is also prohibited. This includes slurs, jokes or degrading comments concerning sex, age, race, national origin, religion, sexual orientation, marital status, disability or membership in other protected groups; repeated offensive sexual flirtation, advances or propositions; continual or repeated abuse of a sexual nature; graphic verbal comments about an individual's body; and a display in the workplace of sexually suggestive object or pictures.

3. **Complaint Procedure.** Employees who believe they have been the victim of offensive conduct of a sexual nature, sexual harassment or harassment or bias based on race, creed, color, national original, gender, religion, disability, age, marital status, status with regard to public assistance, or sexual orientation by an employee, agent, official, commissioner or other elected official of the EDC, or any person with knowledge or belief of conduct that may constitute such harassment or bias toward an employee, official or member of the public seeking or receiving services from the EDC, should report the alleged conduct immediately to the president of the EDCOB or any member of the EDCOB or EDCJP. All complaints will be handled in a timely and confidential manner. Information regarding the complaint will not be released to third parties or persons within the EDCJP/EDCOB who are not involved with the investigation. This is to protect the confidentiality of the employee who complains, to encourage the reporting of incidents of harassment, and to protect the reputation of any employee wrongfully charged with harassment. An investigation of the complaint will normally include an interview of the persons involved and any named or apparent witnesses. The employees involved in the investigation process are expected to fully cooperate or be subject to disciplinary action. Employees or other persons participating in the investigation will be free of coercion or retaliation. If the investigation reveals harassment, prompt and appropriate disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all the facts. We also recognize that false accusations of harassment can have serious effects on innocent individuals. We trust that all EDCJP/EDCOB employees will act responsibly to establish and maintain a working environment free of discrimination for all. We encourage employees to raise questions they may have regarding this policy to the board of directors.

M. **GRIEVANCES.** It shall be the policy of the boards, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. When any employee has a grievance, it should be brought to the attention of the Executive Director, who will review all relevant circumstances with the employee, consider and examine the causes of the grievance, and attempt to resolve it. If the grievance is not dealt with satisfactorily at that level, the grievance may be carried to the board. All grievances shall be submitted in writing.

N. **DISCIPLINE.** An employee shall be subject to corrective disciplinary action for inadequate performance, as well as abuse or disregard of board rules and policies. Corrective disciplinary action may include an oral warning, a written warning which shall be placed in the employee's personnel file,

suspension, demotion and dismissal. In most cases a written warning shall precede dismissal to correct inappropriate behavior; however, each case will be based on its own merits by the board.

When the violation calls for suspension and/or dismissal, such action will be taken only for just cause excluding a probationary dismissal. The established grievance procedure is available to those employees who feel that they have been unjustly disciplined.

O. ALCOHOL AND DRUG POLICY. The EDC is committed to a drug-free workplace. Employees with identified substance abuse problems will be required to seek treatment and rehabilitation. Employees suspected of possessing or distributing drugs will be reported to the proper law enforcement authorities. Should an employee be in possession of any illegal, controlled substance, that employee will be subject to disciplinary action, up to and including discharge.

“Drug” means a controlled substance as defined in Minn. Stat. § 152.01, subd. 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in Minn. Stat. § 342.01, subd. 16, cannabis products as defined in Minn. Stat. § 342.01, subd. 20, lower-potency hemp edibles as defined in Minn. Stat. § 342.01, subd. 50, and hemp-derived consumer products as defined in Minn. Stat. § 342.01, subd. 37.

~~**P. FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY.** The Family and Medical Leave Act (FMLA) of 1993, as amended, entitles eligible employees to take up to 26 weeks of unpaid, job-protected leave in a 12-month period for specified family, medical and military-related reasons:~~

REASONABLE ACCOMMODATIONS TO AN EMPLOYEE FOR HEALTH CONDITIONS RELATING TO PREGNANCY. The EDC will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

1. More frequent restroom, food and water breaks;
2. Seating; and/or
3. Limits on lifting over 20 pounds.

Additionally, the EDC must provide reasonable accommodations including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the EDC demonstrates the accommodation would impose an undue hardship on the operation of the EDC’s business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

Q. DRESS AND PERSONAL APPEARANCE.

1. Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean.

- a. Apparel. Generally, employees should wear appropriate, clean, pressed business attire. **The EDC recognizes the importance of individually held religious beliefs to persons within its workforce and will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship.**
 - b. Hair. ~~Hair should be clean, combed and neatly trimmed or arranged. This pertains to sideburns, moustaches and beards. Shaggy, unkempt hair is not permissible.~~
 - c. Personal hygiene. Good personal hygiene habits must be maintained **and the use of too much perfume/cologne that could be distracting or irritating to others is discouraged.**
2. The Executive Director or Assistant Director will enforce this policy and address any violation on an individual basis. Employees who are sent home due to lack of adherence to this policy, will do so on their own time and repeated violations of this policy will be cause for disciplinary action.

R. CELL PHONE POLICY.

1. The Executive Director and the Assistant Director are each provided a monthly cell phone and data plan and if usage exceeds the monthly plan due to personal usage, the personal minutes will be reimbursed to the EDC.
2. SCORE will be provided a monthly plan and if usage exceeds the monthly plan due to personal usage, the personal minutes will be reimbursed to the EDC.
3. Other employees may be provided a monthly plan at the discretion of the Executive Director and if usage exceeds the monthly plan due to personal usage, the personal minutes will be reimbursed to the EDC.

S. COMPUTER AND ELECTRONIC COMMUNICATIONS USE. The EDC strives to provide accurate and timely information and access to internet, email and all other electronic methods of communication have been provided to employees for the benefit of the public. Using these methods of communication should be done so in a professional manner and in accordance with the laws regarding public information, data practices and per EDC policy.

Please note that any time, any use of fraudulent, harassing, obscene, pornographic or discriminatory messages, sites or other forms of electronic communication are strictly prohibited and may result in disciplinary action, up to and including termination.

No messages with derogatory or inflammatory remarks about an individual's or group's age, disability, **genetic information (including family medical history)**, race/color **(such as hair texture, skin color or certain facial features)**, religion, sex **(including sexual orientation, gender identity or pregnancy)**, national origin, religion, veteran's status, pregnancy or membership in other protected groups will be tolerated.

To ensure that all EDC employees are responsible, productive computer and network users, who are protecting the EDC's public image, the EDC adopts and adheres to Kandiyohi County's established policies and guidelines for computer, network, email, password and other electronic communication use (see copy on file).

By using EDC-owned equipment, software and data, as well as using EDC e-mail addresses or representing themselves as an EDC employee through the means of electronic communications, each employee signifies that (s)he understands the policies and guidelines provided to them and agrees to abide by all parts of the policies. Further, each employee who uses EDC-owned equipment or EDC email addresses understands and agrees that violations of the policies and guidelines may result in disciplinary action, up to and including termination of employment.

T. **CONFLICTS OF INTEREST.** Employees shall avoid real or apparent organizational conflicts of interest. No employee shall be an officer, employee, director, shareholder or member of any corporation, firm or association with which the EDC has entered into any operating or lease agreement. This section shall not apply to the deposit of funds of the agency in any bank in which an employee shall have an interest, if the funds are deposited and protected in accordance with M.S.A. § 118A.

In instances other than those covered by the above paragraph, where a board member or employee has a real or apparent conflict of interest, that board member or employee shall declare the conflict of interest for the record and shall abstain from any vote or discussion of the matter.

1. **Outside Employment.** The EDC does not encourage outside employment. However, employees may be permitted to engage in such employment subject to the above conflict of interest policy and the following restrictions:
 - a. The outside employment shall not interfere with the employee's regular EDC duties;
 - b. Outside work is secondary to EDC employment;
 - c. Outside employment shall not require the use of EDC equipment, facilities, material or supplies.
 - d. Outside employment shall not be for any contractor, person or company that has a contract or agreement with the EDC.
2. **Acceptance of Gifts.** EDC employees, in the course of or in relation to their official duties, shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source. The acceptance of the following shall not be a violation of this section:
 - a. Gifts of nominal value.
 - b. Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause.
 - c. Payment of reimbursement expenses for travel or meals in accordance with the EDC's travel and meal policy.
 - d. Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the EDC.

3. **Use of Confidential Information.** Employees shall not use confidential information to further the employee's private interest and shall not accept outside employment or involvement in a business or activity that may require the employee to disclose or use confidential information.
4. **Use of Property.** Employees shall not use or allow the use of EDC time, supplies or EDC owned or leased property and equipment for the employee's private interest or any other use not related to the business of the EDC, except as provided by law.
5. **Volunteer Organizations.** The EDC encourages its employees to become active members of the community by participating in volunteer organizations, such as fire departments, rescue squads, ambulance squads, service clubs and other nonprofit organizations that contribute to the overall good and quality of life in Kandiyohi County.
6. **Review of Potential Conflicts of Interest.** When an employee believes there is a potential for a conflict of interest, it is the employee's duty to have the situation reviewed. A conflict of interest shall be deemed to exist when a review of the situation by the employee and the EDC's Executive Director or Assistant Director results in a determination that any one of the following conditions are present:
 - a. The use for private gain or advantage of EDC time, facilities, equipment, supplies, prestige or influence of the EDC employment.
 - b. Receipt by the employee of any money or other things of value, except as allowed by paragraph 2 above, from anyone other than the EDC for the performance of an act which the employee would be required or expected to perform in the regular course of business of EDC employment or as part of his or her duties as an employee.
 - c. Employment by a business that is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee or by the EDC.
 - d. The performance of an act in other than the employee's official capacity that may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee or by the EDC.
7. **Resolution of Conflict of Interest.**
 - a. If the employee or the employee's supervisor determines that conflict of interest exists or that there is a potential conflict of interest, EDC policy must be followed and the employee must cease all activities in violation thereof.
 - b. If the employee believes that there is an unfair determination of a conflict of interest, the grievance policy may be followed.

U. **CONFIDENTIALITY.** Confidentiality is essential to economic development work. Verbal and/or written information received by board members and employees concerning individuals and/or businesses working with the EDC must be kept confidential unless authorization is obtained from the businesses or individuals to release information for public dissemination.

SOURCES OF INFORMATION USED FOR DEVELOPMENT OF THE EMPLOYEE HANDBOOK

PURPOSE AND INTENT

Kandiyohi County Employee Handbook 7/3/2012

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Kandiyohi County Employee Handbook 7/3/2012 and developed

PERSONNEL

Definitions

Paragraphs 3-6, 7a, 7b, 8-10 and 12—Kandiyohi County Employee Handbook 7/3/2012;
paragraphs 1, 2, 7 and 11 developed

Hours of Work—Developed

Vacation Time—modified from the Kandiyohi County Employee Handbook 4/15/2014

Sick Leave—modified from the Kandiyohi County Employee Handbook 4/15/2014

Holidays—Developed

Leaves

Military Leave—Kandiyohi County Employee Handbook 7/3/2012

Jury Duty—Developed

Employment Agreements—Developed

Reimbursement of Travel and Related Expenses Policy

Paragraphs 1, 2a, 2c, 2f, 2g, 2h, 3-5—Kandiyohi County Employee Handbook 7/3/2012

Paragraphs 2a, 2b, 2d, 2e—Developed

Employee Insurance—Kandiyohi County Employee Handbook 7/3/2012

Resignation—Kandiyohi County Employee Handbook 7/3/2012

Workers' Compensation—Kandiyohi County Employee Handbook 7/3/2012

Harassment—Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally from West Central Administrative Services, Inc., Willmar, Minnesota (3/98)

Complaint Procedure—Kandiyohi County Rural Development Finance Authority and Kandiyohi

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originally in part from the *Kandiyohi County Employee Handbook* (4/15/92)
Grievances—Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.’s Policies and Procedures Manual, which was originally in part from the *Kandiyohi County Employee Handbook* (4/15/92)
Discipline—Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.’s Policies and Procedures Manual, which was originally in part from the Rice Memorial Hospital *Personnel Policies Handbook 1993* (03/93)
Alcohol and Drug Policy—Developed
Family and Medical Leave of Absence Policy—Kandiyohi County Employee Handbook 7/3/2012
Dress and Personal Appearance—Kandiyohi County Employee Handbook 7/3/2012
Cell Phone Policy—Developed
Computer and Electronic Communications Use—Kandiyohi County Employee Handbook 7/3/2012
Conflicts of Interest—Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.’s Policies and Procedures Manual, which was originally drafted by Ronald C. Anderson, Attorney at Law, Willmar, Minnesota
Outside Employment
Acceptance of Gifts—Kandiyohi County Employee Handbook 7/3/2012
Use of Confidential Information—Kandiyohi County Employee Handbook 7/3/2012
Use of Property—Kandiyohi County Employee Handbook 7/3/2012
Volunteer Organizations—Kandiyohi County Employee Handbook 7/3/2012
Review of Potential Conflicts of Interest—Kandiyohi County Employee Handbook 7/3/2012
Resolution of Conflict of Interest—Kandiyohi County Employee Handbook 7/3/2012
Confidentiality—Developed

December 11, 2023

Aaron Backman
Executive Director
Kandiyohi County & City of Willmar
Economic Development Commission
222 20th St SE
PO Box 1783
Willmar, MN 56201

Dear Mr. Backman,

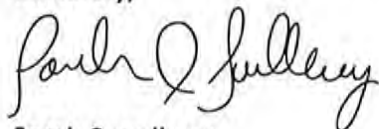
It has been a true honor to work for the Kandiyohi County & City of Willmar Economic Development Commission (EDC) – and alongside you – for nearly the past three years. The position as Business Development Manager has allowed me many opportunities for growth. It has been a joy to support the EDC through programming such as the Elevate Community Business Academy, broadband development, child care support, and agriculture education. I take great pride in our accomplishments over the past several years.

After much deliberation, I have decided it's time to return to the practice of planning, and I have accepted an offer to serve as a Planner II for Bolton & Menk. I am excited for the opportunity to share my knowledge and expertise with many different communities throughout Minnesota.

Please accept this letter as formal notification that I will be leaving my employment at the EDC as of Thursday, December 28th. Over the next several weeks, I will do my part to help make this transition as smooth as possible.

Thank you again for the opportunity to work for the EDC. I wish everyone the best, and I look forward to watching the next Business Development Manager build upon these accomplishments even further, making our region a better place for all to live, work, and play.

Sincerely,



Sarah Swedburg

EDC BUSINESS DEVELOPMENT MANAGER JOB POSTING

The Kandiyohi County & City of Willmar Economic Development Commission (EDC) is hiring for a full-time (40 hours per week) Business Development Manager.

The ideal candidate will have experience in business retention/expansion/recruitment, assisting business startups and/or commercial/industrial development to strengthen the overall tax base resulting in the enhancement of a community's quality of life. Experience in grant writing, broadband development, child care industry support, or workforce development is a plus. Candidates must possess a bachelor's degree in business, public administration, economic development, finance, city planning or related field, and at least three years of experience.

Salary range is \$70,000 to \$85,000 DOQE. Apply electronically to edc@kandiyohi.com with resume, cover letter and contact information for three professional references by 1/19/2024. The position is open until filled. For more information, contact Aaron Backman, Executive Director, at 320-235-7370 or toll free 866-665-4556.



Business Development Manager Position Description

Job Summary

The position is an active member of the EDC team. It upholds the mission and core objectives of the EDC by:

- Identifying development needs and opportunities in Kandiyohi County
- Developing and implementing plans to advance high-speed broadband in Kandiyohi County
- Recognizing and advancing agribusiness, bio-business, value-added agriculture and renewable resource development as economic drivers in the future success of Kandiyohi County
- Overseeing EDC loan applications
- Promoting, retaining and expanding existing businesses in Kandiyohi County
- Management of Elevate Community Business Academy including, but not limited to oversight of contractors and volunteers, planning and implementation of semesters, and alumni activity
- Overseeing the Child Care Community Coordinators activities, and supporting child care efforts and partnership with United Community Action Partnership (UCAP)
- Preparing and submitting reports as needed to the Minnesota Department of Employment and Economic Development, United States Department of Agriculture and other agencies pertaining to business subsidies and grant administration
- Duties may be adjusted based on experience and workload

Job Specifications and Requirements

The applicant must demonstrate a trained or acquired ability to work with new and existing businesses in Kandiyohi County by:

- Serving on a team to design and implement effective economic development programs
- Providing communities with planning and visioning toward their goals
- Enhancing development by identification of and contacting business retention and growth opportunities
- Having highly-developed organizational, planning and communications skills
- Having the ability to process guidelines and objectives into effective action plans
- Being able to understand financial reports, business plans and budgetary guidelines
- Making presentations to local and state government and community entities as needed

Job Relationships

Responsible to: Executive Director

Direct report: Child Care Community Coordinator

Work with: Office Manager, Marketing & Communications Specialist, Support Staff

Agriculture and Renewable Energy Development Committee

Broadband and Advanced Technology Committee

Finance Committee as requested

Marketing and Public Relations Committee as requested

Other programs as developed

Kandiyohi County and City of Willmar Economic Development Commission
Agreement for Services for
Elevate Community Business Academy
January 1, 2024 – May 31, 2024

THIS AGREEMENT is made and entered into this ___ day of December, 2023 between Kandiyohi County and City of Willmar Economic Development Commission (hereafter "EDC"), P.O. Box 1783, Willmar, MN 56201 and Sarah J. Swedburg (hereafter "Contractor"), 704 4th Street SE, Willmar, MN 56201. EDC and Contractor agree to the following terms and conditions:

- A. Duties, Terms and Services: Subject to the terms and conditions of this Agreement, EDC hereby engages Contractor to perform the services set forth herein for the EDC's Elevate Community Business Academy (hereafter "the Project"), and Contractor hereby accepts such engagement.

Under this Agreement, Contractor will provide the services as described in the Scope of Work (attached as Exhibit A) which outlines key work pertaining to the Project including, but not limited to, project planning and implementation, oversight and coaching of teachers, grant writing and management, outreach to businesses and nonprofits, technical assistance and reporting documentation with the Project. The Project scope of work may be modified through electronic and/or written agreement by EDC and Contractor.

This Agreement shall commence on January 1, 2024 and be completed on or before May 31, 2024. Services will be provided as agreed upon and generally described in the Scope of Work (attached as Exhibit A).

- B. Written Reports and Materials: The contract will require that all written documentation compiled within the scope of work be provided on or before May 31, 2024. All documents prepared by Contractor in connection with services rendered under this Agreement, are and shall remain the exclusive property of EDC.
- C. Compensation: EDC agrees to pay Contractor a fee of up to \$9,900 (approximately 132 hours) at a rate of \$75.00/hour for each hour completed toward the Project. In addition, Contractor may request reimbursement of up to \$500 for travel/mileage and \$500 for supplies and materials. The total compensation shall not exceed \$10,900 unless all parties agree to additional compensation, in writing, within the timeframe of this contract. The EDC or Contractor may request additional compensation should the scope of work be expanded and associated costs be agreed upon by all parties.
- D. Billing/Payments: Contractor shall submit an invoice one time per month beginning on January 31, 2024. A final invoice covering remaining costs shall be submitted by Contractor within 15 days of the contract end date of May 31, 2024. Compensation shall be payable by EDC within 15 days of receipt of the Contractor's invoices. Contractor shall bill and EDC shall reimburse the Contractor for all reasonable expenses that are incurred in connection with the performance of duties. All expenses must be submitted with receipts for specific itemized expenses.
- E. Use of Personal Automobile: Contractor will be reimbursed for mileage at the rate established by the Internal Revenue Service (currently 65.5 cents/mile) when using her own automobile for travel on authorized activity related to contract completion. Transportation expenses between Contractor's home and the EDC shall be considered personal commuting expenses and not reimbursable under this agreement. Transportation expense for planning or coaching meetings from Contractor's home or from the EDC office shall be reimbursed. The maximum reimbursement for mileage must fall within the

compensation limit noted in paragraph C. Contractor shall carry, at her own expense, the minimum insurance coverage for property damage and public liability relating to the operation of her personal vehicle.

- F. Liability and Indemnification: Contractor represents that the services to be provided under this Agreement are reasonable in scope and she has the experience and ability to provide the services. Contractor agrees to indemnify and hold harmless EDC against all claims, suits or judgments made or recovered by any and all persons which are the result of acts or omissions of Contractor, Contractor's agents or employees during performance of services under this Agreement.
- G. Confidentiality: Contractor acknowledges that during the engagement she may have access to and become acquainted with information about the Project and EDC. Contractor agrees she will not disclose any information, directly or indirectly, about the Project or EDC, either during the term of this Agreement or at any other time thereafter, except as required in the course of this engagement or with the approval of EDC. All files, records, documents, letters, notes and similar items relating to the Project, whether prepared by Contractor or otherwise coming into her possession, shall remain the exclusive property of EDC.
- H. Termination: Either party may terminate this Agreement by giving 30 days prior written notice to the other. In the event of any such termination, Contractor shall be compensated for professional fees and expenses incurred with respect to services performed through the effective date of termination, but will not be entitled to any additional compensation. In addition, if Contractor is convicted of any crime or offense, fails or refuses to comply with written policies or reasonable directive of EDC, is guilty of serious misconduct in connection with performance, or materially breaches provisions of this Agreement, EDC at any time may terminate the engagement of Contractor immediately and without prior written notice to Contractor.
- I. Independent Contractor: This Agreement shall not render Contractor an employee of EDC. Contractor is and will remain an independent contractor in her relationship to EDC. EDC shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against EDC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.
- J. EDC Non-Discrimination Policy: Contractor shall adhere to EDC's non-discrimination policy. The policy states EDC does not discriminate on the basis of race, color, sex, national origin, sexual orientation, disability, age or religion in its employment, or the provision of programs and services.

KANDIYOHI COUNTY & CITY OF WILLMAR
ECONOMIC DEVELOPMENT COMMISSION

AN INDIVIDUAL

By: _____

Aaron Backman
Executive Director

Sarah J. Swedburg
Independent Contractor

Date: December _____, 2023

Date: December _____, 2023

Exhibit A
 Scope of Work
 Elevate Community Business Academy (CBA)

The following outlines tasks and the estimated timeframe for the work to be completed during this Agreement:

Overall Scope of Work

- Management of Spring 2024 English and Spanish Elevate CBA Cohorts:
 - Four (4) Information Sessions
 - Coordination of student applications and communication to selected students
 - Oversight and coaching of Lead Instructors and Classroom Monitors
 - Support for any site needs
 - Scheduling of guests and volunteers
 - Emergency substitute, if needed
 - Event planning for Spring 2024 Bilingual (English/Spanish) Graduation Ceremony, in partnership with EDC staff
- Minnesota Department of Employment and Economic Development Small Business Assistance Partnership Grant Management, including, but not limited to required reporting and budget oversight
- Coordination with Executive Pulse for CRM custom reporting design and implementation
- Coordination with Rising Tide Capital and Southwest Initiative Foundation for continued partnership and Business Assistant Services (BAS) design and implementation, including but not limited to education and networking opportunities for Elevate Alumni
- Coordination with Ten17 Media for Podcast creation, planning, and launch

Approximate Timeline of Work

	January	February	March	April	May
Info Sessions					
Application Review/Communication					
Coaching					
Guest Scheduling					
Graduation Planning					
Grant Management				*	
Executive Pulse Custom Reports					
BAS Design					
Podcast Planning					

*First Quarter Grant Report Due