



BOARD OF SUPERVISORS

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Thad Nearmyer

Doug Cupples

Brandon Talsma

September 16, 2025

9:30 a.m.

www.jasperia.org

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance

Item 1 IT – Ryan Eaton

- a) Acceptance of Electronic Signatures

Item 2 Wellness Board

- a) Blood Profile Contract for 2025 with MercyOne Newton Medical Center Laboratory

Item 3 Human Resources – Dennis Simon

- a) Mandatory Training for Newly Elected and Appointed Officials
- b) Union Contract Negotiations: Legal Representation
- c) Approval of Revised Jasper County Policy Handbook

Item 4 Conservation – Keri Van Zante

- a) Approval of Office Furniture Bids

Item 5 Auditor – Jenna Jennings

- a) Approval of ES&S Ballot on Demand System, Processing and Services Agreement

Item 6 Engineer – Mike Frietsch

- a) Set Public Hearing to Discuss the Draft Version of the Feasibility Study for a Bridge Carrying T-38 N Over IAIS Railroad
(Recommended date and time, October 7, 2025 at 1:00pm in the Board of Supervisors Rm)
- b) Approve Final Plans for the Replacement of Bridge H08 located on N 35th Ave W over Small Stream 0.3 miles east of W 28th St S

Item 7 Approval of Lease between Jasper County and Heart of Iowa Regional Transit Agency (HIRTA)

Item 8 Approval of Board of Supervisors Minutes from September 9, 2025

Item 9 Board Appointments

PUBLIC INPUT & COMMENTS

Continue to Page 2



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Page 2

Item 10

Employee Evaluation: Kevin Luetters, Community Development Director

Possible Closed Session pursuant to Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a close session and **Iowa Code Section 21.5 (1)(a)** to review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds.

After the Regular Meeting

Work Session

1. Ordinance Discussion
2. Hotel/Motel Tax
3. Tax Distribution
4. Agreement framework for closing S 28th Ave W IAIS Railroad Crossing. County will receive \$30,000 to cover expenses related to vacating and obliterating approach roadways.
5. Replacement IAIS Railroad Bridge over S 32nd Ave W (replacing the tunnel). Preliminary estimate of cost is \$1 million.
6. Farm-to-Market System modifications

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DIGITAL SIGNATURES
PURSUANT TO IOWA CODE CHAPTER 554D

WHEREAS, the Jasper County conducts official business requiring signatures on contracts, agreements, applications, and other official documents; and

WHEREAS, Iowa Code Chapter 554D, the Uniform Electronic Transactions Act, authorizes the use and acceptance of electronic records and electronic signatures, and provides that a record or signature may not be denied legal effect or enforceability solely because it is in electronic form; and

WHEREAS, the Jasper County recognizes the need to modernize operations, reduce administrative delays, and promote efficiency by accepting legally valid digital signatures; and

WHEREAS, the acceptance of digital signatures will improve service to the public, support transparency, and reduce reliance on paper records while maintaining compliance with state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Jasper County, Iowa, that:

1. Jasper County shall accept digital and electronic signatures on contracts, agreements, applications, and other documents where a signature is required, provided such signatures comply with Iowa Code Chapter 554D.
2. A digital signature shall carry the same legal weight and effect as a handwritten signature.
3. The Board of Supervisors is hereby authorized and directed to implement procedures necessary to ensure compliance with Iowa Code Chapter 554D and to establish secure methods for verifying and maintaining digital signatures.
4. This resolution shall take effect immediately upon its adoption and approval.

PASSED AND APPROVED this __ day of _____, 20__

Brandon Talsma, Chair

ATTEST:

Auditor

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Attachment A

Digital Signature Policy and Procedures

Purpose:

This policy establishes standards and procedures for the acceptance, use, and retention of digital signatures by the Jasper County, in accordance with Iowa Code Chapter 554D (Uniform Electronic Transactions Act).

1. Definitions

- Digital Signature: An electronic identifier, created by computer, intended by the person using it to have the same force and effect as a manual signature.
- Electronic Record: A record created, generated, sent, communicated, received, or stored by electronic means.
- Authorized Platform: A secure digital signature service approved by the Jasper County, such as DocuSign, Adobe Sign, or other software that complies with applicable law.

2. Acceptance of Digital Signatures

- Digital signatures shall be accepted on contracts, agreements, applications, forms, and other official records requiring a signature.
- A digital signature shall not be denied legal effect solely because it is in electronic form.
- The Jasper County reserves the right to require a traditional handwritten signature if:
 - Required by state or federal law;
 - The transaction involves real estate, wills, codicils, or other documents excluded by Iowa Code Chapter 554D; or
 - The integrity or authenticity of the digital signature cannot be reasonably verified.

3. Authorized Digital Signature Platforms

- The IT Department shall maintain a list of approved digital signature platforms that provide:
 - Authentication of the signer's identity;
 - Encryption to protect the integrity of the document;
 - An audit trail showing the date, time, and identity of the signer.
- Examples may include: DocuSign, Adobe Sign, or other platforms that meet state/federal standards.

4. Verification and Security

- All digital signatures must be verified by the receiving office before final acceptance.
- Records containing digital signatures shall be stored in the same manner as other official records and must be retrievable in both digital and printable form.
- Digital records must be protected against unauthorized access, alteration, or deletion in accordance with the Jasper County's records retention and IT security policies.

5. Retention of Digital Records

- Electronic records and digital signatures shall be retained for the same retention period as

their paper counterparts, in accordance with Iowa public records law and the Jasper County retention schedule.

- When retained, electronic records shall be accessible, readable, and reproducible for the required retention period.

6. Implementation and Oversight

- The IT Department shall oversee the implementation of this policy, including:
 - Training staff in the acceptance and verification of digital signatures;
 - Reviewing and approving secure platforms;
 - Ensuring compliance with Iowa Code Chapter 554D and other applicable laws.

7. Effective Date

This policy shall take effect immediately upon adoption of Resolution No. ____ and shall remain in effect until amended or repealed by the Jasper County Board of Supervisors.

CONTRACT FOR SERVICES

This Contract for Services (the “Agreement”) is made as of August 27, 2025 between MercyOne Newton Medical Center Laboratory and Jasper County, Iowa.

RECITALS

WHEREAS, MercyOne Newton Medical Center Lab is in the business of performing laboratory testing services, and has staff who conduct patient blood draws (“Phlebotomy Services”); and

WHEREAS, Jasper County desires MercyOne Newton Medical Center to provide Phlebotomy Services for its employees, for the purpose of wellness checks.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. MercyOne Newton Medical Center staff will be in the in-service room of MercyOne Newton Medical Center on October 28, 2025, from 6:00 am to 9:00 am.
2. MercyOne Newton Medical Center staff will be available to draw any Jasper County employee who wishes to participate and have a wellness check (the “Wellness Profile”) conducted.
3. Jasper County agrees to pay \$30 per full time employee Wellness Profile completed. The Wellness Profile will test the following: Sodium, Potassium, Chloride, BUN, Creatinine, Glucose, Bilirubin, AST, ALT, GGT, ALP, Cholesterol, Triglycerides, HDL, LDL, TSH and Ferritin.
4. MercyOne Newton Medical Center’s Staff will draw any part time Jasper County employees wishing to have the Wellness Profile done. The \$30 cost of the profile will be the responsibility of the part time employee and not Jasper County, and will be due at the time of the lab draw.
5. MercyOne Newton Medical Center Staff will draw any male Jasper County employee wishing to have PSA testing. The \$20 cost of the PSA test will be the responsibility of the employee and not Jasper County, and will be due at the time of the lab draw.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

MERCYONE NEWTON MEDICAL CENTER MEDICAL LABORATORY

By: _____
Chad Kelley
MercyOne Newton Medical Center
Chief Operating Officer

MercyOne Newton Medical
Center
Address: 204 N. 4th Ave E.
Newton, Iowa 50208
Phone: (641) 792-1273

JASPER COUNTY HEALTH DEPARTMENT

By: _____
Brandon Talsma, By:
Attest: _____
Jenna Jennings, County Auditor

Send bill to:
Jasper County Human Resources
315 W 3rd St N, Suite 320
Newton, IA 50208
Phone: 641-787-1024

JASPER COUNTY HUMAN RESOURCES MANUAL



Approved by the Jasper County Board of Supervisors 9/16/25

TABLE OF CONTENTS

I.	<u>Introduction</u>	5
1.	Welcome to Jasper County (5)	
2.	Manual Coverage (5)	
3.	Amendment of Rules and Policies (6)	
4.	Violation of Rules and Policies (6)	
II.	<u>General Employment Practices</u>	6
1.	Equal Employment Opportunity Policy (6)	
2.	ADA (7)	
3.	GINA (9)	
4.	Sexual Harassment, Sexual Discrimination, and Workplace Bullying (9)	
5.	Recruitment and Selection (13)	
6.	Job Posting and Recruitment Policy (13)	
7.	Application Policy (14)	
8.	Definitions (18)	
9.	Introductory Period (19)	
10.	Eligibility for County Fringe Benefits (20)	
11.	Employment of Relatives (20)	
12.	Assignment of Duties (21)	
13.	Hours of Work (21)	
14.	Seniority (22)	
15.	Job Posting and Bidding (22)	
16.	Rest Periods and Breastmilk Expression (22)	
17.	Overtime (23)	
18.	Call Back Time (24)	
19.	Field Training Pay (24)	
20.	Lost Checks (24)	
21.	Travel and Travel Expenses (24)	
22.	Mileage (26)	
23.	Purchase Card Policy (27)	
24.	Injury on the Job (29)	
25.	Records and Evaluations (30)	
26.	Personnel Files (31)	
27.	Employee Records (32)	
28.	Resignation (33)	
29.	Abandonment of Position (34)	
30.	Reduction in Workforce (34)	
31.	Temporary Layoffs (34)	
32.	Death or Disability (35)	
33.	Benefits Obtained upon Reinstatement (35)	
34.	Attendance Policy (35)	
35.	Cell Phone Reimbursement (38)	
36.	Clothing Policy (38)	

37.	Whistle Blower and State Ombudsman Office (39)	
III.	<u>Compensation and Other Benefits</u>	43
1.	Wage Compensation (43)	
2.	Wage Policy (44)	
3.	Timekeeping Policy (45)	
4.	Longevity Pay (46)	
5.	Shift Differential (46)	
6.	Crew Leader / Shift Leader Pay (46)	
7.	Payroll Deductions (46)	
8.	Wage Payment Compliant Policy (47)	
9.	Training and Education (47)	
10.	Field Training Pay (48)	
11.	Health Insurance (48)	
12.	Vision Insurance (48)	
13.	Dental Insurance (48)	
14.	Additional Voluntary Supplemental Insurance (48)	
15.	Life Insurance (49)	
16.	Continued Coverage – COBRA (49)	
17.	Continued Coverage – 509A.13 (50)	
18.	Deferred Compensation (51)	
19.	Employee Assistance Program (51)	
IV.	<u>Time Off Benefits</u>	52
1.	Holidays (52)	
2.	Vacation Leave (53)	
3.	Leave of Absence (56)	
4.	Sick Leave (57)	
5.	Injury Leave (59)	
6.	Pregnancy Leave (61)	
7.	Funeral Leave (61)	
8.	Personal Leave (62)	
9.	Military Leave (62)	
10.	Jury and Related Duties (62)	
11.	Voting Leave (63)	
12.	Family Medical Leave (63)	
13.	Family Medical Leave for Military Families (71)	
14.	Inclement Weather Policy (72)	
15.	Closing of County Buildings (73)	
V.	<u>Workplace Conduct Policies</u>	74
1.	Outside Employment (74)	
2.	Health and Safety (75)	
3.	Acceptance of Gifts (76)	
4.	Working off the Clock (76)	

5. Fraternization with Co-Workers (76)
6. Employee Confidential Information (76)
7. Political Activity (77)
8. Drug Free Workplace (77)
9. Drug and Alcohol Testing Policy (78)
10. Notification of Arrest and Other Governmental Action (85)
11. Smoke Free Workplace (86)
12. Computer Equipment and Software Policy (86)
13. Technology Procedures – Acceptable Usage Policy (87)
14. Social Media Policy (97)
15. Work from Home Policy (101)
16. Workplace Privacy and Searches (102)
17. Investigations (102)
18. Use of Employee Personal Cell Phones (103)
19. Hands-Free Driving - electronic devices (103)
20. Loss of Valid License (103)
21. Disciplinary Action (104)
22. Working Rules – Class I (106)
23. Working Rules – Class II (106)

VI. Acknowledgment.....108

I. INTRODUCTION

1. Welcome to Jasper County

This Policy and Procedure Handbook has been prepared so that you will have a ready reference for the procedures, policies, and benefits of our County. Refer to it when you have a question. If you do not find the answer, or if the answer seems unclear, your supervisor or the Human Resources Director will be happy to help you find the answer.

Jasper County maintains its status as an "at will" employer in the State of Iowa and employees at Jasper County are "at will" employees. That means that as an employee of Jasper County, your employment with Jasper County is voluntarily entered into and you are free to resign at any time for any reason. Jasper County is also free to end an employment relationship with you at any time for any legal reason when it believes it to be in Jasper County's best interest. While it is hoped that your employment with Jasper County is long and mutually beneficial, neither you nor Jasper County has entered into any contract of employment, either stated or implied. The employment relationship between you and Jasper County is and will always be one of voluntary employment "at will".

No one in Jasper County has the authority to promise any employee that he or she will be employed for a particular or indefinite period of time except for the Board of Supervisors, and this must be done with full Board approval. Any employee, who feels he or she has been promised that he or she will be employed for a particular length of time, or be fired only for good cause, should contact the Human Resource Director immediately.

The contents of this handbook are not to be construed in any manner as constituting the terms of any employment contract between Jasper County and one or all of its employees. In any situation concerning insurance, or other employee benefits, the terms of the insurance policy or benefit plan text are controlling, irrespective of any statement contained in this Handbook.

Jasper County reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, work rules, procedures, in whole or in part, at any time.

This handbook serves as a supplement to any collective bargaining agreements that cover County employees

2. Manual Coverage

A. Department Rules

All employees are expected to comply with all Federal, State and Local laws

governing their employment with Jasper County. Personnel rules may be established for the purpose of handling personnel matters applicable to a specific department. These rules shall not conflict with the personnel rules established by the County. The Department Head, upon establishing these rules, will distribute a copy to the Board of Supervisors and all present departmental employees. All newly hired employees must be furnished with a copy of this handbook, as well as a copy of the special departmental rules at least by the time the individual is hired.

B. Positions Covered by This Manual

It is the policy of the Board of Supervisors that these rules and regulations apply to all offices, positions, and employees of the County, except those elected officials, members of independent governing boards and commissions, and personnel appointed to serve without compensation. Statutorily appointed deputies are not exempt from the fringe benefits defined throughout this manual, but however, are covered under these policies and procedures insofar as the Elected Official for that Office defines. Employees under County resolution or the jurisdiction of boards and commissions operating under the power as specified in the County resolutions or in the Code of Iowa shall be exempt from these rules insofar as the rules and regulations of the County resolutions and those of boards and commissions supersede these provisions.

3. Amendment of Rules and Policies

Any County employee may suggest amendments to these Rules and Policies in writing to the Board of Supervisors.

Amendments shall become effective upon adoption by the County Supervisors.

4. Violation of Rules and Policies

Violation of the provisions of these Rules and Policies shall be grounds for disciplinary action, up to and including discharge.

II. GENERAL EMPLOYMENT PRACTICES

1. Equal Employment Opportunity Policy:

Jasper County believes in equal opportunity for all individuals without regard to race, creed, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, pregnancy genetic disposition, marital status, veteran or military status, or any other characteristic protected by local, state or federal law. This policy extends

to all terms, conditions and privileges of employment as well as the use of all County facilities and participation in all County-sponsored activities, including, but not limited to, the following:

- A. Recruitment, advertising, and job application process;
- B. Hiring, promotion, award of tenure, demotion, transfer, layoff, termination, right to return from layoff and rehiring;
- C. Rates of pay or any other form of compensation and changes in compensation;
- D. Job assignment, job classification, organization structures, position descriptions, lines of progression, and seniority lists;
- E. Leaves of absence, sick leave or any other leave;
- F. Fringe benefits available by virtue of employment, whether or not administered by Jasper County;
- G. Selection and financial support for training, including: apprenticeship, professional meetings, conferences and other related activities and selection for leaves of absence to pursue training;
- H. Activities sponsored by a covered entity including social and recreational programs; and
- I. Any other term, condition, or privilege of employment.

Harassment, retaliation, coercion, interference or intimidation of any employee due to that employee's protected status is strictly forbidden, and any employee who experiences such activity should report it immediately to his or her supervisor, Elected Official, Department Head, the Human Resource Director, or County Attorney.

2. ADA Compliance

The Americans with Disabilities Act (ADA) and its amendment, prohibits discrimination against qualified individuals on the basis of disability. It is the policy of Jasper County to comply with the ADA and all federal and state laws concerning the employment of persons with disabilities. Jasper County will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of that person's physical or mental disability. In compliance with the ADA, the County will consider reasonable accommodations that do not pose undue hardship to the County to enable qualified applicants or

employees with disabilities to perform the essential functions of their position. The County encourages applicants or employees who believe that they have a physical or mental disability that affects their ability to perform the essential functions of their job to contact their supervisors, department heads, or the County ADA Coordinator.

In the course of analyzing whether an employee has a qualifying disability or requires job accommodation, the employee may be asked to sign an Authorization of Medical Information; it is the employee's responsibility to ensure that the County receives the medical and other information needed to evaluate the issues in a timely manner.

HEALTH INSURANCE OPERATING PROCEDURES; HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The County has adopted a policy in compliance with the Health Insurance Portability and Accountability Act (HIPAA) that protects the privacy and confidentiality of protected health information (PHI) whenever it is used by County representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the County's group health plans and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

The County has designated the Human Resources Director as the HIPAA Compliance Officer (HCO) and any questions or issues regarding PHI should be presented to the HCO for resolution. The HCO is also charged with the responsibility for a) issuing procedural guidelines for access for PHI; b) developing a matrix for personnel who will need access to PHI; and c) developing guidelines for describing how and when PHI will be maintained, used, transferred or transmitted.

Annually or as necessary, the County performs enrollment, changes in enrollment and payroll deductions, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures approved by the HCO.

General rules follow:

Disclosures that do not qualify as PHI-protected disclosures include: disclosure of

PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosures to workers' compensation providers and those authorized by the workers' compensation providers.

Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.

Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving workers' compensation and/or short- or long-term disability and medical information received to verify ADA or FMLA status.

Personnel records and disclosures of PHI will be maintained as required by federal law, unless a state law requires a longer retention period. Records that have been maintained for the maximum interval will be destroyed in a manner to ensure that such data is not compromised in the future in accordance with the County record destruction policy.

3. GINA Compliance

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual or an individual's family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

4. Sexual Harassment, Sexual Discrimination, and Workplace Bullying

A. Policy Statement:

As sexual harassment constitutes a violation of Section 713 of Title VII of the Civil Rights Act of 1964, as amended, and the Iowa Civil Rights Act, Jasper County, Iowa affirms its intent to maintain a work environment free of sexual discrimination and/or sexual intimidation. Sexual discrimination will be found where any of the following conditions of sexual harassment exist:

- i. Submission to the conduct is either an implicit or explicit term or condition of employment.

- ii. Submission or rejection is used as a basis for employment decisions.
- iii. The conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Such conduct may take various forms, as for example:

- Verbal – sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
 - Nonverbal – sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
 - Physical – unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.
- iv. Sexual harassment of employees by non-employees in the workplace is not acceptable and should be reported to a Department Head/Elected Official.

B. Procedures:

- i. Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors, or outside of work by anyone employed by Jasper County, should immediately bring the problem to the attention of one of the following individuals: Department Head/Elected Official, Human Resource Director, Chairperson of the Board of Supervisors, or the County Attorney.
- ii. Inquiries and/or complaints will be investigated promptly by the Human Resource Director and/or County Attorney. All complaints will be handled in a timely and confidential manner. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment.
- iii. Investigation of a complaint will normally include conferring with the parties involved and any apparent witnesses. Employees
- iv. all be guaranteed an impartial and fair investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.
- iv. Any employee determined by impartial investigation to have harassed another employee shall be subject to appropriate disciplinary procedures, up to and including termination. Employees who knowingly file a false report will be subject to disciplinary action.
- v. A non-employee who subjects an employee to sexual harassment in the workplace will be informed of the County's harassment policy by the employee's supervisor, Elected Official, Human Resource Director, or

County Attorney; other action may be taken as appropriate.

- vi. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Retaliation can include verbal or physical conduct or other action that is directed toward an individual for complaining about harassment or discriminatory behaviors. Retaliation can also include adverse action taken against an employee who participates as a witness or other participant in the complaint process. Acts of retaliation should be reported immediately to the human resources director and will be promptly investigated and addressed.

C. Disciplinary Action:

Jasper County affirms its right to discipline any employee under this policy through suspension without pay or any other disciplinary action it deems appropriate in light of the seriousness of the incident.

D. Workplace Harassment:

The County is committed to providing all of its employees with a workplace free from harassment. The County maintains a strict policy prohibiting sexual harassment and harassment on the basis of sexual orientation, gender identity, race, color, national origin, religion, sex, physical or mental disability, age, veteran status, genetic information, pregnancy status, creed, or any other characteristic protected by applicable laws. This prohibition applies to all employees, volunteers, vendors, residents, and citizens of the County. No employee of the County is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in County business.

Harassment is any behavior that creates or is intended to create a hostile, offensive, or intimidating work environment. The prohibitions contained in this policy include all conduct and communication regardless of the form of the conduct or communication. This means all forms of electronic communication, all types of social media, and all forms of interaction are covered. Employees are expected to adhere to professional conduct at all times.

Jasper County will not tolerate violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking and threats of violence. Any comments about violence will be taken seriously—and may result in discipline up to and including termination.

Any employee who has a complaint of harassment at work by anyone, including supervisors, co-workers, or visitors should immediately bring the problem to the attention of the Department Head unless the Department Head is the offender, in

which case the employee shall contact the Human Resources Director, the chairperson of the Board of Supervisors or the County Attorney. Employees are assured that they will not be retaliated against as a result of reporting a complaint about sexual harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

E. Workplace Bullying

Jasper County defines bullying as “inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise directed by one or more persons against another or others, at the place of work and/or in the course of employment which has the effect of effect of substantially interfering with an individual's employment, performance of duties, or which causes the individual to have a reasonable fear of harm.” Such behavior violates the County's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the County will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is relevant and will be given consideration when handing out discipline. As in sexual harassment, the effect of the behavior upon the individual is most important. The County considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Non-verbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities

CODE OF ETHICS

All County officials and employees should be dedicated to the highest standards of honor and integrity in public service. The effectiveness of County officials and employees depends on their ability to maintain the public's trust and confidence. Through their daily actions, officials and employees depict the character of the County. Additionally, these individuals should be forthright in their dealings with the public and should remember that they hold office for the benefit of their constituents. Finally, County officials and employees must create public confidence where it is lacking and maintain it at all times by demonstrating a sincere adherence to ethical standards.

All County officials and employees should exercise extreme caution in handling public funds. County officials and employees should aggressively pursue any instances of fraud or mismanagement of public funds.

5. Recruitment and Selection

All Department Heads shall, and Elected Officials are encouraged by the County Board of Supervisors to, publicly advertise all available positions (see positions covered by this manual in Section I(2)(B) and post notice of available positions on the official bulletin board as well as list the opening with Workforce Development Center. The Board of Supervisors will require all Department Heads under their direct supervision to utilize Human Resources for all posting and hiring needs. All departments not under the direct supervision of the Board of Supervisors and/or Elected Officials are encouraged to utilize Human Resources and follow the County's hiring policy and associated requirements.

6. Job Posting and Recruitment Policy

The Human Resource Department shall give public notice of positions opened. Positions will remain open for a minimum of ten (10) calendar days following the announcement date. Job posting announcements shall be posted on the official County job bulletin board, listed on the County's website, and sent to the local Workforce Center. Department Heads may request copies be sent to newspapers, radio stations, education institutions, professional and vocational associations, and other recruitment sources.

Job postings shall include the job title, a brief job description, salary range, location, and method of making application, closing date for receiving application, minimum qualifications, any special requirements, and any selective certification requirements. All job postings shall include a statement indicating that Jasper County is an equal employment opportunity employer.

The department for whom the job posting is to be advertised shall approve the advertisement and submit the advertising approval form back to the Human Resource Department.

A. Job Posting and Recruitment Procedure:

1. Department heads and elected officials to request permission to fill any vacant position(s) prior to authorizing Human Resources to post, make public, advertise, or collect applications for the vacant position. (Res.25-92)
2. Any department with a job opening will contact the Human Resource Department with current employment needs. Departments with a high turnover will be required to do this on a weekly basis.
The Human Resource Department will develop the posting/advertisement, Effective July 1, 2025, the Board of Supervisors will require all department including the job title, job description, salary range, location, method of making application, closing date for receiving application, minimum qualifications, any special requirements, and any selective certification requirements. All job postings shall include a statement indicating that Jasper County is an equal employment opportunity employer.
3. The Human Resource Department will submit the posting to the Department Head/Elected Official for approval, along with the advertising approval form.

The Human Resource Department will post the position for at least ten (10) days on the official Jasper County Job Bulletin Board and Website; submit a copy of the posting to all Jasper County Departments, and a copy to the local Workforce Center, and send the job posting to any other advertising source the department head has indicated on the advertising approval form.

7. Application Policy

Applicant information shall be on the application form prescribed by the Human Resource Department unless an alternate method has been authorized in a recruitment announcement. Applicants must supply at least their name, current mailing address, phone number, and signature, and social security number, however, if an applicant requests, a nine-digit number will be assigned by the Human Resource Department to be used in lieu of the social security number. If other than the social security number is requested, it shall be the applicant's responsibility to ensure that all future correspondence directed to the department regarding the applicant's records contains the assigned nine-digit number. All other information requested in the application will assist the Human Resource Department in accurately and completely processing and evaluating the application. Applications that are not complete will not

be treated as an official application. The department and/or the Human Resource Department may request an applicant to submit documented proof of the possession of any license, certificate, degree, or other evidence of eligibility or qualifications to satisfactorily perform the essential duties of the job classification with or without a reasonable accommodation.

Pre-Employment Review/Background Checks: To ensure that individuals who join the County are well qualified and to ensure that the County maintains a safe and productive work environment, it is the County's policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form, a criminal history, background check, a check of any relevant abuse registries, a check of the applicant's driving record, and any other check deemed to be relevant to the employee's position by the County.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the County. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the County to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. If the County's background check includes a criminal record check and the check indicates that the applicant has a criminal history, the applicant will be given an opportunity to provide information regarding his/her criminal history. A criminal conviction does not automatically bar an applicant from employment.

At any time during employment, additional checks, such as a driving record or credit report, may be made if appropriate and job related.

The County also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

The Human Resource Department may at any time verify statements contained in the application and seek further information concerning an applicant's qualifications. If information is obtained which affects or would have affected an applicant's qualifications or status, (if already employed), the Department Head and/or Human Resources Director shall make the necessary adjustment or take other appropriate action, including termination.

All applications must be designated for a specific position or job title and must be received during the designated posted period. Jasper County will not accept unsolicited applications or hold them for future openings.

The Department in which the applicant was hired will develop an employment file, which consists of a copy of the application and related materials.

The Human Resource Director may refuse to place an applicant as eligible for an unlimited period or refuse to appoint an applicant for a job classification if it is found that the applicant:

- A. Does not meet the minimum qualifications or special requirements for the job class or position as specified in the job description, administrative rules, or law, or as documented through the essential functions of the job.
- B. Is physically or mentally incapable of performing the essential functions of the job classification or position and reasonable accommodation cannot be provided.
- C. Has knowingly misrepresented the facts when submitting information relative to an application, test, certification, appeal, or any other facets of the selection process.
- D. Has used or attempted to use coercion, bribery, or other illegal means to secure an advantage in the application process.
- E. Has obtained examination information to which applicants are not entitled.
- F. Has failed to submit the application within the designated time limits.
- G. Has been convicted of a crime that is shown to have a direct relationship to the duties of a job class or position.
- H. Was previously discharged from a position within Jasper County employment.
- I. Is proven to be an un-rehabilitated substance abuser who would be unable to perform the duties of the job classification or who would constitute a direct threat to County property or to the safety of others.

Applicants must meet the qualifications for the position as well as any selective certification requirements associated with a particular position as indicated in the job description. The Human Resource Director, Department Head and/or Elected Official will determine whether or not an applicant meets such qualifications and requirements. Applicants shall be considered on the basis of job-related factors including qualifications, attitude, skill, ability, past performance, efficiency, disciplinary record and length of service. Military service may also be a factor in hiring decisions, as provided by Iowa's Veteran's Preference law. Evaluation of qualifications is based solely on job-related criteria and without regard to race, color, religion, sex, sexual

orientation, gender identity, age, national origin, disability; genetics; military status, pregnancy status, creed, and any other category characteristic protected by any applicable local, state, or federal law.

Applicants and employees may, as a condition of the job, be required to have a current license, certificate, or other evidence of eligibility or qualifications. Employees who fail to meet and maintain this requirement shall be subject to discharge in accordance with policies.

A. Application Procedure:

- i. All applications for appointed departments* are to be completed at the Human Resource Department, with the exception of the civil service process. Departments under the direction of a various Boards (Conservation, Department of Health, Assessor, etc.) and Elected Official Offices are recommended to follow this process.
- ii. The Human Resource Department will do the initial screening, checking that each applicant meets the minimum requirements of the job description.
- iii. The applications meeting the minimum requirements will be sent to the Department Head/Elected Official of the department in which the applicant is applying.
- iv. Once the application is received by the Department Head/Elected Official, it shall then be determined who will be a part of the interview process. At least two (2) people should participate in interviews, including the supervisor and another employee within the department.
 - a. Upon request, the Human Resource Department will submit to the hiring department formatted questions that can be asked (and discuss questions that cannot be asked or issues that cannot be discussed).
- v. After the interview, the Department Head/Elected Official will submit the applicant's interview results along with the applicant's qualifications, education, experience (direct and indirect) and reason as to why they would want to hire or not hire this person.
 - a. If the employee is not hired, a letter will be sent to the applicant by the Human Resource Department.
 - b. Any applicant who is qualified for the position and is a veteran as defined under Iowa Code Section 35.11, is entitled to preference in hiring or appointment over other applicants of no greater qualifications pursuant to Iowa Code Section 35C.1(1).
- vi. The Human Resource Department will submit a written reference check form to the selected applicant's previous employers, Department of Criminal Investigation (D.C.I.) and any other necessary background checks (i.e., motor vehicle checks).

- vii. The Human Resource Department will contact the Department Head/Elected Official as soon as the checks have been completed.

*Appointed Departments include Elderly Nutrition, CPC/General Assistance, Engineer's Office, Human Resources, Information Systems, Maintenance, and Community Development.

8. Definitions

A. Employees: All person(s) who receive wages or salaries from the County.

i. Regular full-time Employees:

Regular full-time employees are those who have completed their introductory period and are normally scheduled to work at least thirty (30) hours per week.

ii. Regular part-time Employees:

Regular part-time employees are those who have completed their introductory period and are normally scheduled to work less than thirty (30) hours per week.

iii. Seasonal or Temporary Employees:

An employee who is hired for a position lasting six (6) months or less shall be considered a temporary employee. Temporary employees are not eligible for any fringe benefits received by employees considered full-time or part-time but are subject to the same work rules governing full and part-time employees. These employees will, however, receive all benefits mandated by law. All help that is hired for only a temporary period of time, shall be limited to a maximum six (6) month appointment without being re-appointed by the Board of Supervisors.

B. Employee Classification: "Non-exempt" or "Exempt".

i. Non-exempt employees are subject to the wage and overtime protections of the Fair Labor Standards Act (FLSA). The method of determining overtime benefits for non-exempt employees is as follows:

a. Any time worked in excess of forty (40) hours must be pre-approved in writing by the employee's Department Head.

b. Any overtime worked shall be compensated either by 1½ times the employee's normal hourly rate, or the equivalent amount in compensatory time, not to exceed 100 hours or it will be paid out.

*The Sheriff's Office is excluded as the ability to accrue comp time has been eliminated.

ii. Exempt employees are those employees who receive a minimum salary and are not required to receive overtime as established by the FLSA due to the nature of the work they perform. Exempt employees shall not receive overtime or compensatory time either in the form of pay or time

off. The Department Head may, however, grant reasonable periods of time off, when he or she feels it is warranted. Exempt employees are paid an annual salary, may work at multiple locations, and are not eligible for overtime pay or any other financial remuneration regardless of the number of hours worked to accomplish their assigned duties.

9. Introductory Period

All new employees will complete a six (6) month (180 days) introductory period. Unless specified otherwise by a collective bargaining agreement or provision of law. Vacation leave and Family Sick Leave may be utilized after ninety days (90); sick leave can be used after completion of two consecutive pay periods. A performance evaluation will be completed at the end of the introductory period.

A. Reason For Duration:

The introductory period for all new employees is an integral part of the determination of their continued employment with the County. During this period, the Department Head may evaluate the employees' work performance as well as adjustment to their new position. The duration of the introductory period will be six (6) consecutive months.

B. Procedure:

The Department Head may terminate the employee at any time, for any lawful reason during an employee's introductory period. The discharge of a new introductory employee shall be without recourse of an appeal within the County system. At the end of the introductory period, the employee will be evaluated in writing. The introductory period may be extended up to an additional three (3) months (90 days) if deemed appropriate by the Department Head or Elected Official.

C. Promotion:

When an employee is promoted from one job classification to another job classification having a higher wage rate, the employee may, at the discretion of the Department Head, be placed on an introductory period for up to six (6) months. A regular full-time employee who vacated his/her position to accept a promotion and is rejected during the introductory period will be reinstated to his/her former position with no loss of seniority or benefits if such former position is then vacant and still available.

D. Transfers:

A transfer is a lateral movement of an employee into another job within the County. Transfers, either voluntary or involuntary, will be granted by the Department Head or Elected Official. An employee who is transferred will continue to receive the same benefits and his/her anniversary date will not change. A transferred employee will serve an introductory period of sixty (60) days. Inter-departmental transfers will normally require two (2) week notice prior to the official transfer of an employee unless otherwise agreed to by the appropriate Department Head. A regular full-time employee who vacated his/her position to accept a transfer and is rejected during the introductory period will be reinstated to his/her former position with no loss of seniority or benefits if such former position is then vacant and still available.

10. Eligibility for County Fringe Benefits

Full-time employees regularly scheduled to work a minimum of thirty (30) hours per week shall be eligible for County paid fringe benefits such as leaves, holidays, health insurance and related items when consistent with carrier provisions and policies. Insurance benefits will begin the first of the month following thirty (30) days of employment.

Part-time employees (employees who regularly work less than thirty (30) hours per week), and temporary employees are not eligible to receive any benefits unless otherwise provided by federal/state statute. A part-time/temporary employee must work an average of thirty (30) hours per week or more during the twelve (12) month calendar year (Jan. 1 through Dec. 31) to be eligible for Health, Dental and Vision Insurance.

11. Employment of Relatives

It is the County's policy to hire the most qualified person available for each position, based on individual merit, qualifications, and competence. Relatives of elected officials and County management are not eligible for employment within the organization of Jasper County. Relatives of current, non-management employees are eligible for employment with the County, subject to limitation of state law governing the employment of relatives of public officials and employees and the terms of this policy. To avoid conflicts of interest, the appearance of conflicts of interest, favoritism, the appearance of favoritism and difficulties in administering discipline, the County will not hire, appoint, transfer, promote, or otherwise place an individual in a position that involves immediate supervision of, or by, a family member. For purposes of this policy, "family member" includes your spouse, you or your spouse's mother, father, grandparent, daughter, son, grandchild, sister, brother, aunt, uncle, niece, nephew, cousin or those of like relationships by marriage. Recognizing special cases may

arise, unless restricted by state law, the Board of Supervisors can make exceptions where necessary.

If an immediate supervisory relationship between family members is created by the marriage of two employees, only one of the employees will be allowed to keep their current position. The two employees will be given the option of deciding who will transfer, if possible, or who will resign from employment with the County. If the two employees cannot make the decision in a timely manner, the County reserves the right to use length of service in the department as the deciding factor and the least senior employee will be transferred, if possible. Otherwise, the employment of the least senior employee will be terminated.

This policy applies to all categories of employment, including full-time, part-time, and temporary classifications, in all County departments. Only employees engaged in an immediate supervisory/subordinate relationship with a relative as defined in this policy on or before the effective date are exempt from this policy. All employees shall be subject to this policy regarding future advancement opportunities or changes in job positions through hiring, appointment, transfer, promotion, or otherwise. Elected officials and management shall also comply with the restrictions on hiring close relatives set for them in the Iowa Code Chapter 71.

12. Assignment of Duties

The responsibility for assigning duties to employees rests with the Department Head/Elected Official. Suggestions for improvements in procedures or methods of work are welcome and should be made to the Department Head.

13. Hours of Work

A. Hours of Work:

- i. Provisions – Normal office hours shall be set by the Department Head/Elected Official, making up a forty (40) hour work week. A lunch period may be staggered to ensure that offices remain open to serve the public during the entire day. The defined work period is established as commencing at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday (except for Law Enforcement). The defined work period for Law Enforcement personnel is established as a twenty-eight (28) consecutive day work period.
- ii. Exceptions – Departments operating an “around-the-clock” operation require different working hours, as do departments with particular scheduling problems. Employees shall ascertain working hours from their Department Heads.

14. Seniority

Unless otherwise expressed, all new employees and promotional appointments) shall serve a probationary period not to exceed six (6) months. Non-Certified Officers shall serve a probationary period not to exceed one (1) year. The Employer may extend the probationary period for up to an additional six (6) months for unsatisfactory performance. An employee may be terminated for any justifiable reason during the probationary period. An employee shall lose his/her seniority, and the employment relationship shall be broken and terminated as follows:

- a) Employee quits
- b) Employee is discharged for cause
- c) The employee knowingly participates either directly or indirectly in the giving of any false information or reason for obtaining sick leave or any other leave of absence.
- d) Failure to report to work at the end of sick leave or any other leave of absence, without extenuating circumstances
- e) An employee is off work for any reason for one hundred eighty (180) calendar days, or the length of the employee's seniority, whichever is shorter, except for Worker's Compensation.
- f) Employee Retires

It is the employee's responsibility to keep the Employer immediately informed of any changes in such employee's current address and phone number.

15. Job Posting & Bidding

Permanent job vacancies within a classification will be posted internally for four (4) working days.

Shift bidding for Detention Officers, Telecommunicators, and Deputy Sheriffs will be conducted annually in January with the results being posted internally. Special circumstances (Ex: turnover, retirements, promotions) may allow for the rebidding of shifts throughout the year.

16. Rest Periods and Breast Milk Expression

- A. One (1) fifteen (15) minute break is allowed during each one-half (½) workday. The scheduling of breaks is at the discretion of the manager of the department. Breaks and lunch periods may not be combined on a regular basis for the purpose of extending breaks, extending lunch period, starting late, or leaving early.
- B. An employee who is nursing a child up to one year old may take a break for a

reasonable period of time for the purpose of expressing breast milk any time she needs to express milk. The County will make a private location available to the employee (other than a bathroom) that is shielded from view and free from intrusion from coworkers and the public for purposes of expressing milk. If a suitable location cannot be identified for a nursing mother in a particular location, please contact the Department Head or immediate supervisor as soon as possible to discuss viable alternatives.

17. Overtime

A. Qualified Overtime:

In emergencies, a Department Head/Elected Official may authorize overtime to meet essential County services. This is defined as that work time beyond the maximum number of hours in the designated work period. Most nonexempt employees will be paid overtime when they work in excess of forty (40) hours per week that an employee is requested to perform by his or her supervisor for a "work demand" situation arising from unusual, unforeseen, and/or overload circumstances. For employees classified as nonexempt under the Fair Labor Standards Act, all pay for allowed overtime shall be paid for at one and one-half (1½) times the employee's regular hourly rate.

Secondary Roads non-exempt employees may elect to bank up to one hundred (100) hours of Comp Time or to be paid out at one and one-half (1 ½) times their regular hourly rate for hours worked over forty (40) hours in a week. Secondary Roads will have their comp time depleted or paid down to a maximum of 50 hours by the first of each November.

B. Eligibility:

All employees shall be eligible for overtime unless specifically excluded under the executive, administrative, or professional exemption provisions of the Fair Labor Standards Act. Employees who are classified as exempt employees under the Fair Labor Standards Act are not eligible for overtime payments. The list of the positions, which are exempt, is on file in the Human Resource Director's office. All overtime must have prior written approval by Supervisor, Department Head or Elected Official. Working overtime without permission violates County policy and may result in disciplinary action, up to and including termination.

C. Special Provisions:

Detention officers work eight and one-half (8.5) hours per day and the schedule shall be a 6-3 rotation. Detention officers' overtime shall be compensated at one and one-half (1½) times their regular rate of pay for all

hours worked in excess of the regular hourly schedule.

For Telecommunicators and Administrative Assistants (Sheriff's Office) overtime shall be compensated at one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in a regularly scheduled shift or forty (40) hours in a work week.

For Deputies, overtime shall be compensated at one and one-half (1½) times their regular rate of pay for all hours worked in excess of nine hours worked in a day or 171 hours worked in the applicable 28-day work period.

18. Call Back Time

Any hourly employee that is called back to work, or called out to work for any reason shall be compensated a minimum of two (2) hours at one and one-half (1½) times their current hourly rate. Call back time does not apply when an employee is ordered to work beyond his or her regular shift or if called in early prior to the start of his/her normal shift (e.g. snow removal). This provision would include deputies who are required to appear for court proceedings.

19. Field Training Pay (Sheriff's Office Only)

Effective July 1, 2025, Field Training Pay will be eliminated in all departments and elected offices except for the Sheriff's Office.

Positions directly under the Sheriff will continue to receive an additional seventy-five cents (\$0.75) per hour when providing field training to new or transferred employees when authorized by the Sheriff.

20. Lost Checks

In the case where an employee has lost their check, a report of the loss should be made immediately to the Auditor's Office. The procedure followed in issuing a new check will be explained to the employee upon request. Upon completion of this process a new check will be issued.

21. Travel and Travel Expenses

It may be necessary or desirable for an employee to use his personal automobile for County business. The employee will be reimbursed at a mileage rate set by the Board of Supervisors upon the submission of a properly completed request for reimbursement.

A. Automotive Insurance:

The County does not provide any form of comprehensive collision or liability

insurance coverage on personally owned automobiles. Employees receiving mileage reimbursement for use of automobiles for County business shall furnish proof of automotive liability insurance. The County does provide for comprehensive collision and liability insurance coverage on automobiles leased/owned by the County.

B. Prior Approval:

Before an employee uses his/her personal automobile for County business, prior written approval must be obtained from the Department Head, or no reimbursement will be made.

C. Travel within the Boundaries of Jasper County:

The County will not pay for or reimburse for any meals purchased while conducting business within the boundaries of Jasper County.

D. Out of County Travel:

The County will not pay for or reimburse an employee for any lodging expenses within a 50-mile radius of the Jasper County Courthouse. If an employee decides to acquire lodging under the 50-mile radius for any conference, class, training, etc. the employee will be solely responsible for all lodging expenses. If there is inclement weather while the employee is at said conference, class, training, etc. and travel is not advised then the employee may acquire lodging for safety reasons at the County's expense. The lodging expenses may be put on a County Credit Card, or the employee may seek reimbursement for said expenses. If it is necessary for an employee to purchase a meal in the scope of their employment, they may be allowed to do that under this policy. However, if a meal is provided by the host of a class, training, conference, etc. then a meal will not be purchased or reimbursed by the County. If a meal purchase or reimbursement is necessary, then the County will only be liable for the following amounts: Breakfast = \$15.00, Lunch = \$20.00 and Supper = \$25.00. The remainder of any costs will be at the expense of the employee. Itemized receipts for travel, lodging and meal expenses shall be presented for reimbursement within thirty (30) days of returning from the event.

E. Alcohol:

There will be no reimbursement for alcohol.

F. Air Travel:

Any employee of the County who is required to travel by air shall be authorized to travel only on coach accommodation. However, if these accommodations are not available and it is important that the employee

travels at that time, he/she will be allowed to accept those accommodations which are available.

G. Attendance at Meetings and Associate Travel Time:

The attendance of an employee at a meeting or training outside of the County shall be approved in advance by the Department Head. In the event such meeting or training and associated travel exceeds the employee's regular workday, the Department Head shall apply the Federal Fair Labor Standards Act in determining whether the employee should be compensated for any time that exceeds the regular workday.

The Board of Supervisors will review the policy annually and amend it as they deem necessary.

22. Mileage

Employees required to use their personal vehicle for County business will be reimbursed for mileage at the rate set by the County Board of Supervisors. The County's mileage reimbursement rate will follow the federal rate which is published each year on <https://www.irs.gov>.

All employees who use a QUALIFIED NON-PERSONAL USE VEHICLE qualify as a working condition fringe benefit. This amount can be excluded from employees' wages. A qualified non-personal use vehicle is any vehicle the employee will not use for personal purposes. Qualified non-personal use vehicles include:

- A. Clearly marked Sheriff vehicles
- B. Unmarked vehicles used by law enforcement officers. The officer MUST be authorized to carry a firearm, execute search warrants, and make arrests.
- C. Any vehicle designed to carry cargo with a loaded gross weight over 14,000 pounds.
- D. Delivery trucks with seating for the driver only, or driver plus a folding jump seat.
- E. A passenger bus with a capacity of at least twenty (20) passengers used for its specific purposes.
- F. Tractors and other special purpose farm vehicles.

All Other County-Provided Vehicles

When Jasper County provides a vehicle that does not qualify as a non-personal use vehicle, and the employee uses the vehicle for commuting, the personal use of the vehicle is usually a non-cash taxable fringe benefit.

For example: A County-owned car/pickup has the name of the County marked on the vehicle. Usually, the employee is allowed to take the vehicle home because he/she is "on call". The vehicle is not a Qualified Non-Personal Use Vehicle; thus, commuting is a non-cash taxable fringe benefit. Jasper County uses the Community Rule, IRS Regulation 1.61-21(f) to determine the value to personnel use. \$3.00 per day or \$1.50 per one-way commute (home to work or work to home) is a non-cash fringe to the employee, includible in the gross income. Jasper County Elected Officials are not included in this.

Travel To and From the Courthouse. Elected officials who drive from home to the Courthouse are non-deductible commuting expenses. Any mileage reimbursement for this type of travel is taxable income to the County Supervisor, subject to federal income tax withholding as well as social security and Medicare tax.

Jasper County Employees are prohibited from using County Vehicles "of any type" for personal use, including stopping for personal errands. This is a clear violation of Jasper County Work Rules and IRS regulations.

Employees may not use County vehicles while under the influence of drugs or alcohol or while otherwise impaired. When county-owned vehicles are not available, personal vehicles may be used for county-related business and reimbursement for mileage will be made at the established rate set by the County, as explained above.

Employees must have a valid driver's license to use County vehicles, and the County expects employees to drive in a safe and courteous manner. Employees are responsible for taking care of any tickets for parking or moving violations that the employee receives. Employees must comply with applicable state and DOT traffic laws.

23. Purchase Card Policy

This policy lists the procedures for using the Jasper County purchasing cards on behalf of the county. Credit cards are to carry no annual fee.

This policy applies to all departments that currently use or could potentially use credit/debit cards for County Purchases.

Procedures / Requirements

- A. Card Distribution – Elected Officials and Department Heads will be responsible for distributing County purchase cards to employees as needed and will assume

responsibility for those employees' purchases as well. Before receiving and / or using a county purchasing card, employees will sign a Jasper County purchasing card agreement setting forth their obligations under this program. This release will need to be signed by all employees who take possession of a purchasing card. Any purchase made with a purchasing card shall be made by Jasper County employees.

- B. Credit Limit – The line of credit for Jasper County will be established by the lending institution. Upon directions of an Elected Official, the Administrator will set a spending limit for each card holder.
- C. Competitive Bidding – Purchasing cards shall not be used to make purchases that under normal circumstances would require a competitive bid. All competitive bidding procedures will remain in place. If a bid is required and approved, a purchasing card may be used for payment.
- D. Travel Use – Jasper County employees may use a purchasing card for traveling expenses while on County business,
- E. Personal Use Prohibited – Employees are prohibited from using the County purchasing cards for personal expenses. Charging personal expenses on County purchasing cards is a misuse of County funds and will result in termination of the employee. In cases where personal use of a County purchasing card is made, the employee misusing the card will be responsible for the full amount of charges in question.
- F. Supporting Documentation – Elected Officials and Department Heads are responsible for ensuring that payment vouchers include supporting documentation such as receipts, invoices, etc. when turned into the Auditor's Office for payment. The County's standard claim vouchers should still be used. Each purchase charge shall be listed separately on the invoice etc. along with a description. To avoid late fees the receipt, invoice, etc. Along with the claim voucher must be delivered to the Auditor's Office within 5 days of the purchase. Any employee using the purchasing card is responsible for arranging the sales tax-exempt status of Jasper County.
- G. Payment of Bills – Payment will be made on the same day each month. Documentation of purchases made with the purchasing card will still be required to be submitted to the Auditor to reconcile the payment. Non-compliance may result in suspension or total cancellation of card privileges.
- H. Contested Charges – If charges appear on the purchasing card statement that should not be there, the elected official or department heads should notify the Auditor's Office immediately.
- I. Lost Card – If a purchasing card is lost, the elected official or department heads

should notify the Auditor's Office immediately. The Auditor's Office will then follow up with the issuing institution.

- J. Surrender of Cards – When changing departments or ending employment with Jasper County, purchasing cards shall be returned to the elected official or department head, or to the Auditor's Office. Use of the purchasing card or its account number for any purpose after it is to be turned in is prohibited.
- K. Summary: These are overall guidelines for the County. These guidelines and procedures cannot cover every possible situation that may occur in using County Purchasing cards. Always use common sense and good judgment as up are acting as an agent for Jasper County. This policy shall be presented to each employee for review before a County purchasing card is issued to said employee. The employee's signature will be evidence that the employee has read this policy and agrees to comply with all its provisions. The signed copy will be kept in the Auditor's Office.

24. Injury on the Job

Employees must immediately notify their Supervisor, Department Head or Elected Official when injured on the job. The employee must report all known details and circumstances pertaining to the injury, as well as the names of all witnesses. For any work-related injury, no matter how minor, the employee must report the injury to "Company Nurse" at 1-888-770-0928 or an alternative designated number. "Company Nurse" is the Workers' Compensation's initial reporting process where the employee will speak with an actual nurse for minor treatment or be referred to the designated medical center. Newton Clinic PC located in Newton is the designated facility for minor incidents within normal business hours Monday through Friday 8:00 AM to 5:00 PM. All injuries that occur after hours or on weekends still must be reported to "Company Nurse" but will be referred to the MercyOne Emergency Room (or closest Emergency Trauma Center) for treatment. Follow-up visits should be scheduled with Newton Clinic PC. After initial medical care is completed, continuing care will be coordinated through IMWCA (Iowa Municipality Worker's Compensation Association) including referrals to specialists such as physical therapists, orthopedic surgeons, etc.

Jasper County Human Resources Office shall be notified of all injuries, including the submission of First Report of Injury and accident investigation must be completed within twenty-four (24) hours of the injury or as soon as circumstances allow. All pertinent documentation needs to be forwarded to the Human Resources Office upon completion. The Human Resources Office will be the contact source between the department and Occupational Health Services.

During Newton Clinic office hours: The injured employee will go to the Newton Clinic, identifying themselves as a Jasper County employee coming in for a workers' compensation injury.

After Clinic hours or weekends: The injured employee will go to MercyOne Medical Center Emergency Room in Newton and will inform the ER personnel that they are a Jasper County employee, and this is a worker's compensation injury.

Any subsequent medical attention must be with the Newton Clinic PC located in Newton. If a referral needs to be made, it must be authorized by IMWCA prior to treatment.

It is the goal of Jasper County to provide the best possible care and to return the employee to a healthy and productive individual as quickly as possible, in accordance with the Worker's Compensation Act. Jasper County will follow the direction of the treating physician and modified duty work will be made available to accommodate almost any situation in regard to a work-related injury if needed.

Failure to report a job-related injury or illness may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness. In case of an emergency, employees should be taken to the nearest emergency room for treatment.

25. Records and Evaluations

A. Changes in Personnel Records:

Any changes in name, marital status, and withholding tax exemptions, address, or telephone number, emergency contact, beneficiary designations, and number of dependents shall be promptly reported by the employee to the Benefits and Payroll Deputy in the Auditor's Office.

B. Evaluation of Employee Work and Conduct:

- i. Guidelines – Department Heads shall utilize written evaluation procedures for all department employees on the form provided by the County. Completed evaluations shall be filed in the specified department area.
- ii. Procedure – Evaluation forms are available in the Human Resource Office. Employees will be evaluated at the end of their probationary period and annually thereafter. The purpose of the evaluation is to provide an opportunity for the Department Head/Elected Official and the employee to discuss the employee's performance and progress, and to set goals for the continued development. All evaluation records will be confidential. Employees wishing to release information from the personnel file must provide a written request to the Elected Official/Department Head or Human Resource Director.

26. Personnel Files:

The following information, when previously furnished or subsequently collected in sum or in part, is to be included in the employee's "official" personnel file. Such documents may be accessed by the employee and disclosed consistent with applicable law and County policy: 1) Records used in deciding such employment actions as hiring, promotions, salary increases, disciplinary actions/decisions and terminations; 2) records relating to an employee's past and present compensation; 3) records consisting of information provided by, or signed by, the employee; and 4) any non-sensitive information and records kept in the files. Included would be the following:

A. Employment Actions:

Dates hired, re-hired, separated, promotions, demotions, layoffs, all testing materials, E.G. aptitudes, ability, medical tests.

B. Compensation Program Information

Job descriptions, evaluation systems, merit/seniority systems, wage rate tables.

Collective bargaining agreements, individual employment contracts.
Permanent.

C. Hiring and Personnel Action Information:

Job applications, resumes, letters, advertisements, protected class records, failure to hire documents, training notices, opportunities for current employees (job postings).

D. Basic Employee Data:

Name, address, social security number, gender, date of birth, job classification or identification number.

Work Authorization I-9.

Work permit.

E. Compensation Records:

Daily work schedules, pay rates, weekly compensation, amounts/dates, hours, straight/overtime rates, pension payments, accident/health plan payments, fringe benefits paid, pay deductions and additions.

F. Tax Records:

Wages subject to withholding taxes, withholding agreements and forms, actual taxes and dates.

Benefit records, disclosures to I.R.S., D.O.L
Benefit plan description.

G. Health, Medical & Safety Data: (Will be maintained in a separate file)

Job related injuries, illness, and details of accidents, logs with dates and summaries.

Request for disability accommodation.

Medical exams for employment.

Health and life insurance application forms.

Requests for medical leave of absence.

Workers' compensation reports.

OSHA related medical examinations for accidents, injuries, toxic substance exposure records, and blood borne pathogen exposure records.

27. Employee Records

Personal information in confidential personnel records is confidential pursuant to Iowa Code Section 22.7(11). Personnel records shall be maintained in a confidential manner. It is the policy of Jasper County that each employee should be free to examine his or her own personnel files subject to the following provisions:

- A. The confidentiality and integrity of employee records and files should be protected by an adequate security system.
- B. Internal access to personnel files should be strictly limited to those who have a legitimate "need to know".
- C. Restricted information relating to an employee assistance program (drug and alcohol abuse), third party reference checks, criminal and civil investigations, arrest records, political affiliation, credit/financial problems, and related sensitive information shall not be kept in employee files.

- D. Except otherwise provided by law, e.g., Fair Credit Reporting Act, external disclosure of employee information without his/her permission to third parties should be limited and tightly controlled. Confirmation that the person is a present or former employee and the job title last held will in most cases be sufficient.
- E. Employees may make copies of documents from their files.
- F. In official investigations, law enforcement officials are required to produce a valid subpoena before releasing any background information about the employee.
- G. An employee will be permitted to designate a representative to examine his/her files only with written consent.
- H. An employee may write a refutation to any material that is in the file that is viewed as unfair or inappropriate, i.e., performance evaluations that have been prepared but not reviewed by the employee.
- I. A person designated by the Agency Head shall be available during normal business hours to provide the employee with access to his/her file and safeguard against potential removal or alteration of file contents.

If you would like to review the contents of your file, you may do so by submitting a written request to your Department Head. Once the request has been received, you and your Department Head will determine a time and date mutually agreeable to you and your Department Head. You may, at your own expense, request and receive copies of the contents of your file, except as provided above. The County may charge a reasonable fee to copy the requested items.

28. Resignation

Employment with the County may be terminated at any time for any reason by either the employee or the County. Upon the decision of an employee to resign, a written resignation should be submitted to his or her immediate supervisor. Proper notice for resignation is as follows:

- A. Department Heads, Managers, Supervisors – four (4) weeks.
- B. Other exempt employees – three (3) weeks.
- C. Non-exempt personnel – two (2) weeks.
If proper notice is not given, the employee's rehire status may be affected.

All compensation and fringe benefits accrued (i.e., unused compensatory time or

vacation time) up to the resignation date will be paid to the employee.

Before leaving employment, employees are required to turn in all County property including, but not limited to, manuals, ID cards, keys, County credit cards, pagers, cell phones and any computer hardware or software the employee has installed at home.

Some changes in employment status such as demotion, involuntary termination, or a resignation in lieu of termination, and the reasons for the change may become a public record, in accordance with Iowa Code, 22.7.

29. Abandonment of Position

An employee who is absent from duty for two (2) consecutive working days without notifying their Department Head/Elected Official will be deemed to have resigned. The Department Head shall not grant renewed employment unless, in his or her discretion, a justifiable reason can be produced explaining the period of absence.

30. Reduction in Workforce

Except as provided below, a layoff shall be required when the Department Head/Elected Official permanently reduces the number of employees or number of hours worked by regular full-time employees. If and when it becomes necessary to reduce the number of employees, consideration will be given to the needs of the Employer, employees' qualifications, past performance, ability to perform the work required, and the ability to get along with other employees and the public which they serve. Reduction in force shall be by job class and may be by designated unit, or department wide as determined by the Department Head/Elected Official. No reduction in force shall be implemented until all temporary and then probationary employees have been terminated. The plan for reduction in force shall be developed by the Department Head and/or Elected Official and shall be posted. Employees who are affected shall be given a minimum of ten (10) days' advance notice unless budgetary or other valid considerations require less time.

Recall shall be in inverse order of reduction if the employee is qualified to perform the work available and accepts the position. Recall rights shall expire one (1) year from the date of layoff.

31. Temporary Layoffs

Temporary layoffs caused by lack of work, equipment breakdowns, weather conditions, or other emergencies that cannot be anticipated, and which do not exceed one (1) week in duration shall not be subject to the above provisions. Prior notification is not required under such circumstances. Except for those benefits that are provided solely on the basis of time worked, e.g., holidays, overtime, etc., no reduction in benefits will occur in this particular instance.

32. Death or Disability:

The beneficiary of a deceased or disabled employee will receive all monetary benefits accrued by the employee up to the time of death or disability, i.e., vacation time, overtime, salary. The employee's immediate family may continue County group health insurance through COBRA (See Continued Coverage COBRA and 509A.13 in Section III (9) and (10)).

33. Benefits Obtained Upon Reinstatement:

An employee loses all credit for previous employment upon voluntary separation from County employment except where the person is rehired within sixty (60) days.

34. Attendance Policy:

A. Purpose:

Daily Attendance of each Employee is essential to the successful operation of Jasper County. Employees who are not present for scheduled work cause unnecessary hardships for their co-workers. Every Employee is responsible for reporting promptly and being fully prepared for all scheduled work.

This policy is to provide a guideline to ensure that all Employees are treated fairly and consistently regarding attendance. It is recognized that exceptional circumstances may arise. The County reserves the right to make exceptions to this policy based on the circumstances of an individual case. Any exception, due to individual circumstances, will be made with the involvement of Human Resources.

B. Definitions:

Proper Notification – Employees must notify the County of any absence or tardy at least 30 minutes prior to the start of the Employee's schedule start time. Emergencies that would prevent proper notification may be reviewed on a case-by-case basis with the involvement of Human Resources.

- i. A bona-fide reason must be stated. Inappropriate reasons, or reasons which would have allowed the Employee to give advance notice, will not be accepted.
- ii. Any false or misleading reason given will be considered **falsification** and could be grounds for immediate suspension and/or discharge. Human Resources will be involved with any Employee suspension and/or discharge.

Pre-arranged Absences – an absence that is prearranged and approved twenty-four (24) hours or more in advance with the Employee's

Supervisor/Department Head.

A **Full Shift** is equal to one (1) day.

C. Responsibility:

The Supervisor/Department Head and Human Resources will collaborate to ensure absences and tardiness are coded in a fair and consistent manner.

It is the responsibility of the Department Head / Elected Official to complete the Attendance Notification form and communicate to the Employee their points' assessment, as explained below.

D. Guidelines:

Employees must give **Proper Notification** (as defined above) to the County regarding any absence or tardiness.

Excused Absence – The following reasons for time away from scheduled work will be excused.

1. Authorized Leave of Absence (military, medical, personal)
2. Release from scheduled work due to emergency, or lack of work
3. Work related injury-illness supported by a notice from the Health Care Provider
4. Holiday, Jury Duty, Bereavement, Vacation, Sick Leave
5. Disciplinary Suspensions
6. Absence covered by the Family and Medical Leave Act (FMLA)
(Points will be assessed once employee has exhausted all FMLA excused time)
7. Pre-arranged absences

A. Absences that **were not pre-arranged** but could have been will not be excused.

B. **Attendance Points** – Various types of absences will accumulate "Attendance Points". Points will remain on an employee's attendance record for a period of one (1) year from the date the Employee missed scheduled work. Attendance Points will be assigned as follows:

- | | |
|--|------------------|
| 1. Absent full shift without proper notification | Three (3) points |
| 2. Late two (2) hours or more without proper notification | Two (2) points |
| 3. Late less than two (2) hours without proper notification | One (1) point |
| 4. Absent full shift with proper notification | One (1) point |
| 5. Late two (2) hours or more with proper notification | One (1) point |

- | | |
|---|----------------------|
| 6. Late less than two (2) hours with proper notification (1/2) point | One half |
| 7. Leaving work early without being pre-arranged | One half (1/2) point |
| 8. Pre-arranged leave work early | Zero (0) points |
| 9. Pre-arranged to come in late points | Zero (0) |
| 10. Excused absence (pre-arranged) | Zero (0) points |

Note: *(Consecutive workdays missed for Employee illness will count as one day/shift provided proper notification is given for each day's absence. A notice from a Health Care Provider (HCP) will be required for absences of three (3) days or more of consecutive workdays. Proper notification of absences will be required until a notice from a HCP is given to the County, at which time the Employee need not give proper notification or need to call in for the period of illness stated on the notice from the HCP or until the next scheduled appointment with the HCP as stated on the notice.) A department head may require an employee to provide written notification from HCP at any time to verify an employee's need for medical related leave.*

C. **Attendance Counseling** – When an Employee's Attendance Points accumulate as follows, the County will notify/counsel the Employee regarding their attendance record with an Attendance Notification Letter:

- | | |
|--|-------------------------------|
| 1. Three (3) points but less than six (6) | Attendance Notification |
| 2. Six (6) points but less than ten (10) | Attendance Notification |
| 3. Ten (10) points but less than fourteen (14) | Final Attendance Notification |
| 4. Fourteen (14) points | Termination |

D. **Probationary or Part-Time** – Attendance for Employees who are part-time or are in their probationary period will be governed under a two (2) step policy.

- | | |
|---|-------------------------|
| 1. Three (3) points but less than six (6) | Attendance Notification |
| 2. Six (6) points but less than ten (10) | Termination |

E. **Falsification of Reason for Absence** – Any falsification, verbal or written will be considered **Gross Misconduct** and the Employee will be discharged.

F. Attendance points will be cleared to zero upon completion of the probation period.

** The Employee's probationary period may be extended.*

G. Human Resources need to be notified prior to the suspension or termination of an Employee for attendance.

H. Approval of pre-arranged absences is based upon the business needs of the

County and/or Department. A pre-arranged absence may consist of a full shift or a partial shift and are for bona-fide business.

- I. Departments / Offices may use a pre-arranged absence form for Employees requesting a pre-arranged absence.

35. Cell Phone Reimbursement Policy:

It is the decision of the Jasper County Board of Supervisors that personal cell phone reimbursement or stipend will be a maximum of \$25.00 per month per authorized individual effective July 1, 2021. Any variation of this policy must be approved in advance by the Board of Supervisors. All current cell phone plans that are directly paid for by the County will be terminated at the end of the current contract.

Exceptions:

- 1) County paid cell phones utilized by the Jasper County Sheriff's Department that are identified as a form of backup communication will be authorized for plan renewal.
- 2) Specific individuals, Departments or Offices that have been approved in advance by the Board of Supervisors and have a written policy for the identified individuals or office may be authorized to receive a higher rate of reimbursement or stipend.

36. Clothing Policy:

Exception - Secondary Roads Clothing and Tool Allowance:

*Secondary Roads' Clothing and Tool Allowance policies were developed to replace contractual language that had to be struck from the collective bargaining agreement due to changes with Chapter 20 of the Iowa Code and viewed as supplemental pay.

A. Clothing Allowance: Pertains to Secondary Roads Department only

Boot / High Visibility Clothing Allowance – Employees within the Jasper County Secondary Roads Department shall be allowed up to four hundred dollars (\$400.00) per fiscal year for the purchase of OSHA approved safety-toe boots and approved high visibility clothing. The County Engineer will be responsible for establishing vendors for the employee to purchase approved footwear and high-visibility clothing. Should an individual purchase boots and/or approved high visibility clothing over the four hundred dollars (\$400.00) limit, the individual will be responsible for any expense over the established limit.

Prescription Safety Glasses Allowance – If an employee within the Jasper County Secondary Roads Department is required to wear prescription glasses or contacts, the employee may utilize some or all of the four hundred dollar (\$400.00) boot/clothing allowance for authorized prescription safety glasses. The employee

must provide a receipt verifying the purchase of prescription safety glasses to management for reimbursement.

Eligible Personnel – Eligible personnel for this policy include the following positions: Skilled Laborer, Mechanic, Crew Leader, Civil Technician, Technical Design Manager, Shop Foreman, Sign/Roadside Vegetation Manager, Assistant Maintenance Superintendent (Structure/Granular Roads), Maintenance Superintendent, and Engineer.

*Current or new positions will be addressed on a case-by-case basis by the County Engineer and the Board of Supervisors. If approved, the identified position will be added or deleted as eligible personnel. Additions or deletions to the list of eligible personnel may be done through a simple motion by the Board of Supervisors in a public meeting and will not require an additional Resolution.

- B. Secondary Roads' Tool Allowance: Effective July 1, 2025, employees who work under the Jasper County Secondary Roads' Department and are listed as Mechanic I or Shop Foreman will be eligible to receive a tool allowance of \$700.00 annually. As of July 1, 2025, this allowance will be broken down into a monthly payment which will be deposited on the employee's paycheck on the first pay period of each month.

The Tool Allowance policy will apply to the following designated positions:

1. Grade V, Mechanic I
3. Shop Foreman

As of July 1, 2025, any new or existing employee that may be reclassified to one of the above designated positions, will not be eligible for the tool allowance.

Amendments and Changes – Unless otherwise noted above, any changes to the Boot/High Visibility Clothing Allowance Policy shall be made by Resolution and approved by the Board of Supervisors in a public meeting. The policy, and the approved monetary amount shall be reviewed bi-annually by the County Engineer and the Board of Supervisors. Any changes, amendments or adjustments to the policy must be made before February, prior to the new fiscal year when the changes are to be enacted. (Ex: Changes to the policy for fiscal year 2027-2028, must be made and approved before February 2027).

37. **Whistleblower Policy & State Ombudsman Office:**

It is the purpose of this policy to provide employees and county officials with a means by which to report improper governmental action, to protect those employees and officials who make good-faith reports to appropriate governmental bodies and to

ensure that there will be no retaliation for having made such reports.

It is the policy of the County that all employees and officials are encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of any County. Every employee and official has the right to report to the appropriate person information concerning an alleged improper governmental action.

“Improper governmental action” is any action by any employee or official that:

- Is undertaken in the performance of his/her duties, whether or not the action is within the scope of the employee's or official's employment; and
- Is in violation of any federal, state or local law or rule;
- Is an abuse of authority;
- Is of substantial and specific danger to the public health or safety; or
- Is a gross waste of public funds

“Improper governmental action” does not include personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of applicable collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any other personnel action taken under authority of state law.

“Abuse of authority” means intentional misuse of power or position by any County employee or official for an improper purpose.

“Emergency” means a circumstance that, if not immediately changed, may cause damage to persons or property.

“Good faith” means action taken after a reasonable investigation of facts available, and after due consideration and with an honestly held belief that there was improper conduct.

“Gross waste” means a significant or recurring intentional misuse of public funds and does not include unintentional errors.

“Retaliatory action” means any adverse change in an employee or official's employment status or in the terms and conditions of employment based on the reporting by the employee or official of improper governmental actions.

Reporting procedures for improper governmental action

An employee or official who becomes aware of improper governmental actions shall

raise the issue first with his/her supervisor. If the action involves an elected official, then the report shall be made to the County attorney. The employee or official shall submit a written report to the supervisor or to some person designated by the supervisor, stating in detail the basis for his/her belief that an improper governmental action has occurred. Where the employee or official reasonably believes the improper governmental action involves his/her supervisor or for some other reason does not feel comfortable making a report to his/her supervisor, then the employee or official shall submit the written report to the County Attorney or State Ombudsman. If a meeting is requested as a part of the investigation, then the reporting employee or official may be accompanied by another person of his/her choice to such a meeting.

Employees and officials involved in any investigation shall keep the identity of the reporting employee or official confidential to the extent possible under law, unless the employee or official authorizes the disclosure of his/her identity in writing.

In case of an emergency where the employee or official believes that damage to persons or property may result if action is not taken immediately, the employee or official may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action and shall also report the action to the County attorney.

Employees or officials who make false reports may be subject to disciplinary procedures.

The supervisor, the County attorney, or another official that receives a report of improper governmental action, shall take prompt action to notify the State Ombudsman regarding the report of improper governmental action and work with the State Ombudsman to coordinate a proper investigation, either through internal means or independently by the State Ombudsman's office. An investigator may be appointed and the reporting employee or official shall be advised that a prompt investigation is occurring. Emergency situations shall receive an appropriate expedited response. Non-emergency situations shall receive serious, prompt attention.

After the investigation has been concluded, the results will be shared with the County Attorney and Board of Supervisors, who shall decide

(1) the appropriate action that should be taken to address the reported improper governmental action and

(2) what, if any, personnel action is required. If the investigation involved a Board of Supervisors member, the results would be shared with the County Attorney only. If the investigation involved the County Attorney, the results would be shared with the Board of Supervisors.

A copy of the written complaint, the investigation report, and the proposed action will

be prepared.

After an investigation has been completed, the reporting employee or official shall be provided a summary of the result of the investigation. However, personnel actions taken as a result of the investigation shall be kept confidential. There shall be no time limit on reporting improper governmental action.

After an investigation has been completed and the reporting employee or official has been provided with a summary of the results, the employee or official may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee or official reasonably believes that an adequate investigation was not undertaken by the County to determine whether an improper governmental action occurred, or that insufficient

action has been taken by the County to address the improper governmental action, or that for other reasons the improper governmental action is likely to recur.

Protection against retaliatory actions

The County is prohibited from taking retaliatory action against an employee or official because he/she has, in good faith, and in accordance with this policy, reported an improper governmental action.

An employee or official who believes he/she has been retaliated against for reporting an improper governmental action shall first raise the issue with his/her supervisor. If the action involves the supervisor or an elected official, then the report shall be made to the County attorney. The employee or official shall submit a written report to the supervisor or to some person designated by the supervisor, stating in detail the basis for his/her belief that he/she has been retaliated against for reporting an improper governmental action.

The following steps shall be followed if an employee or official feels he/she has been retaliated against for reporting improper governmental action:

1. The employee or official must provide written notice to the appropriate person as designated above, within thirty (30) days of the alleged retaliatory action. The written notice shall specify the alleged retaliatory action and the relief requested.
2. The responsible person, as designated above, will respond to the allegation within thirty (30) calendar days.
3. The employee or official, after receiving the County's response or after the County's 30-day response period has expired, the employee or official may, within fifteen (15) calendar days, request a hearing.
4. If a hearing is requested, the County shall apply for a hearing before an

administrative law judge licensed in the State of Iowa. Such application for a hearing shall be made within five (5) working days.

Responsibilities

The County Attorney or his or her designee is responsible for implementing the County's policies and procedures for (1) reporting improper governmental action, and (2) protecting employees and officials from retaliatory actions. This includes ensuring that:

1. This policy is provided where all employees and officials will have reasonable access to it;
2. To the extent practical, training and education is provided to all current employees and officials on this policy;
3. This policy be made available to any employee or official upon request; and
4. This policy is provided to all new hires.

Officials, managers, and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and the procedures specified therein may result in disciplinary action, up to and including termination.

The County Attorney is responsible for keeping an accurate log of all submissions made under this policy. This information shall be reviewed annually with the Board of Supervisors. This information shall also be disclosed during external audits.

In addition to the Whistleblower Policy, employees and officials may contact the State Ombudsman with reports of improper governmental action. Pursuant to the Iowa Ombudsman Act, Iowa Code Chapter 2C, the State Ombudsman's Office has authority to investigate complaints about improper action or inaction taken by governmental entities. The State Ombudsman's Office is a non-partisan agency and may be reached at 1-888-426-6283.

III. COMPENSATION AND OTHER BENEFITS

1. Wage Compensation:

Pay Period – Both hourly and salaried employees of Jasper County are paid every other Wednesday according to the schedule compiled by the Auditor's Office. If a payday falls on a holiday, payday will be on the last workday immediately before the scheduled payday, unless it is Jan. 1, then payday will be Jan. 2nd. All payroll information must be in the Auditor's Office by 12:00 p.m. Friday prior to payday, or alternative deadline established by the Auditor. Distribution of paychecks shall be

made through the employees' Department Head. No paycheck will be handed out by the Auditor's Office unless it has received prior approval from the Department Head. Employees with Direct Deposit: Please keep in mind that checks are not guaranteed to be in your accounts until Friday after payday. Delays can occur for many reasons. An employee hired on or after July 1, 2005, is required, as a condition of employment, to participate in direct deposit of the employee's wages in a financial institution of the employee's choice.

2. Wage Policy:

A. Newly Hired Hourly Employees:

All new hourly employees hired will start at an agreed upon range and step of the current pay plan. Hourly employees will receive their annual step increase on their anniversary date until they reach the top of the pay plan and will be eligible to receive the annual cost of living (ACOL) increase on July 1 as approved by the Jasper County Board of Supervisors.

B. Current Hourly Employees:

All current hourly employees in a Step Progression will receive their step increase on their anniversary date and will be eligible for the annual cost of living (ACOL) increase on July 1 as approved by the Jasper County Board of Supervisors.

C. Current Hourly Employees at the top of their pay plan:

All current hourly employees at the top of their pay plan will be eligible for the annual cost of living (ACOL) increase on July 1 as approved by the Jasper County Board of Supervisors.

D. Newly Hired Non-Department Head Salaried Employees:

All new Non-Department Head salaried employees hired will start at an agreed upon range and step of the current pay plan. Non-Department Head salaried employees will only receive their annual step increase on their anniversary date and will be eligible to receive the annual cost of living (ACOL) increase on July 1 as approved by the Jasper County Board of Supervisors.

E. Current Non-Department Head Salaried Employees:

All current salaried employees at the top of their step progression will be eligible for the annual cost of living (ACOL) increase on July 1 as approved by the Jasper County Board of Supervisors. All current salaried employees still on a progressive step pay plan will receive their annual step increase on their

anniversary date until they reach the top of the pay plan. They will be eligible to receive the annual cost of living (ACOL) increase on July 1 as approved by the Jasper County Board of Supervisors.

F. Newly Hired Department Head Employees:

All newly hired Department Head employees will start at an agreed upon salary and will be subject to an annual review by the Jasper County Board of Supervisors. Based on the annual review, they will be adjusted appropriately as determined by the Jasper County Board of Supervisors for July 1.

G. Current Department Head Employees:

Effective immediately, all current Department Head employees will be subject to an annual review by the Jasper County Board of Supervisors. Based on the annual review, Department Head salaries will be adjusted appropriately as determined by the Jasper County Board of Supervisors.

3. Timekeeping Policy:

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and State laws require the County to keep an accurate record of time worked to calculate employee pay and benefits. Time worked, is all time spent on the job performing assigned duties.

Nonexempt employees must accurately record the hours they work, as well as any departure from work for personal reasons. Overtime work must always be approved before it is performed.

It is the nonexempt employee's responsibility to sign their time sheets to certify the accuracy of the time recorded. Their immediate supervisor or an authorized designee reviews and approves all time sheets before submission to payroll for payment process. In addition, if corrections or modifications are made to the time record, both the employee and their immediate supervisor should verify the accuracy of the change. It is recommended that the supervisor initial any change to the timesheet.

Examples of Time Theft: rounding start or end times, time sheet fraud, falsifying hours or work times, extended break times, unauthorized breaks, failure to document personal use time (vacation, sick, comp time, etc.), and unauthorized overtime. This list is not to be all conclusive, but to provide a broad range of violations.

Altering, falsifying, tampering with time records, or recording time on another employee's time sheet may result in disciplinary action, up to and including

termination on the first infraction.

4. Longevity Pay for Hourly Employees:

Longevity is per hour supplemental pay for years of service. As of July 1, 2025, all hourly employees will be eligible to receive longevity pay based on their continuous years of service. The length of service and rates are:

After five (5) years of service – fifty cents (\$0.50) per hour

After ten (10) years of service – one dollar (\$1.00) per hour

After fifteen (15) years of service – one dollar and fifty cents (\$1.50) per hour

After twenty (20) years of service – two dollars (\$2.00) per hour

*All employees in a classification shall be paid at the same longevity rate, regardless of full-time or part-time status. (Res. 25-25)

5. Shift Differential:

Effective July 1, 2025, in addition to the employee's regular hourly rate of pay, a shift differential of seventy-five cents (\$0.75) per hour for any regularly scheduled permanent shift of which four or more hours occur between 3:00 PM and 11:00 PM, and one dollar (\$1.00) per hour in which four or more hours occur between 11:00 PM and 8:00 AM. Employees that work rotating shifts on a regularly scheduled basis shall be eligible for shift differential. Applicable shift differential shall be paid for all hours worked. (Res. 25-25)

6. Crew Leader / Shift Leader Pay:

If an employee is assigned to a Crew Leader or Shift Leader position, the employee shall be paid an additional one dollar (\$1.00) per hour for all hours worked pursuant to the assignment.

7. Payroll Deductions:

Paychecks reflect total earnings for the pay period, as well as any mandatory or voluntary deductions. Mandatory deductions are deductions that the County is legally required to take. Mandatory deductions may include but are not limited to child support, state and federal taxes, Social Security tax (FICA) and contributions to IPERS. Deductions for Federal and State Income Tax are made routinely on the basis of the number of exemptions claimed by the employee. Additional deductions shall be made for Social Security Tax and IPERS. Further deductions from an employee's paycheck may be made upon an employee's written request and the consent of the County, or under Court order. Such voluntary deductions might include health and life insurance contributions. Any questions about deductions, or changes to the number of exemptions on federal or state withholding forms (Form

W-4) can be directed to the Benefits and Payroll Deputy in the Auditor's Office. All requests made by the employee concerning payroll deductions must be kept on file.

8. Wage Payment Complaint Policy

It is the policy of the County to comply with all applicable laws with respect to payment of wages and benefits to employees including laws such as the federal Fair Labor Standards Act and the Iowa Wage Payment Collection Act. The County will not make pay deductions that violate either the federal or state laws.

Any employee who believes that the County has made an inappropriate deduction or has failed to make proper payment regarding wages or benefits is encouraged to immediately consult with the appropriate supervisor. Alternatively, any employee may file a formal written complaint with Human Resources. Within fifteen (15) business days of receiving the complaint, Human Resources will make a determination as to whether the pay deductions were appropriate and provide the employee with a written response that may include reimbursement for any pay deductions that were not appropriately made.

This complaint procedure is available in addition to any other complaint process which also may be available to employees.

9. Training and Education

Education – The County Board of Supervisors encourages the development of employees to their fullest potential. One means of obtaining this goal is through education. Participation in and successful completion of special training programs in job related courses will be considered in promotions. The employee shall file evidence of successful completion of training programs with the Department Head. All required licenses and certificates shall be brought to the Department Head to be copied for the personnel file. Failure to keep licenses and certificates current may result in the employee being terminated.

- A. Learning Sessions – Appropriate instructional meetings, schools, and conferences presented by various organizations inside and outside the County may provide a beneficial learning experience to certain employees. The appropriateness of such learning sessions should be the anticipated improvement of the individual employee's efficiency and/or the subsequent increased efficiency of the employee's department. Tuition for job-related courses or training may be reimbursed if approved by the employee's Department Head.
- B. Expenses for travel and lodging to go to trainings will be paid for or reimbursed in accordance with the Fair Labor Standards Act and the County's Travel Expense Policy in Section II (17).

10. Field Training Pay:

Effective July 1, 2025, Field Training Pay will be eliminated in all departments and elected offices except for the Sheriff's Office.

Positions that work under the Sheriff will continue to receive an additional seventy-five cents (\$0.75) over their regular straight time rate, or one and one half (1½) for an overtime rate when providing field training to a new or transferred employee when authorized by the Sheriff. (Res. 25-93)

11. Health Insurance

Coverage – The County offers eligible employees the opportunity to participate in a group health insurance program. The County will pay a designated premium for each eligible employee to obtain health insurance through the Health and Major Medical Group program as chosen by the County Board of Supervisors. A copy of the Group Plan will be provided to each employee.

The insurance program, coverage, and eligibility referred to in these policies will be subject to all terms and conditions of the contract with the insurance carrier selected by the County.

Eligible employees will not have their premiums paid until the 1st of the month following thirty (30) days of employment.

12. Vision Insurance

The County will pay the premium for each eligible employee towards a single Vision group program chosen by the County Board of Supervisors. A copy of the Group Plan will be provided to each employee.

13. Dental Insurance

The County will pay the premium for each eligible employee toward a single Dental group program chosen by the County Board of Supervisors. A copy of the Group Plan will be provided to each employee.

14. Additional Voluntary Supplemental Insurances:

The County will make available a payroll deduction plan for any employee wishing to subscribe to policies/benefits provided by designated companies. This deduction is from the first and second paycheck of the month.

15. Life Insurance

The County provides for each eligible employee a \$30,000 Group Term Life, AD&D and Long-Term Disability policy.

16. Continued Coverage Provision - COBRA

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County will offer covered employees, spouses, and dependent children the opportunity to continue their group medical coverage for up to 18 months (special situations may allow continued coverage up to 36 months) under the County's current plan at their own expense if coverage terminates for one of the following events:

- A. Death of the covered employee (36 months);
- B. Termination of employment for reasons other than gross misconduct (18 months);
- C. Reduction in hours (18 months);
- D. Divorce or legal separation (36 months);
- E. Entitlement to Medicare by the employee (36 months);
- F. A dependent child attaining the maximum age specified in the plan (36 months).

If the covered employee or their family elects continued coverage and pays the applicable premium, the group medical coverage will continue for eighteen (18) months. If the covered spouse and child elect to continue coverage and pay the applicable premium, the group medical coverage will continue for a period of thirty-six (36) months for the following beneficiaries:

- A. Widows
- B. Divorced spouse
- C. Spouses of Medicare eligible employees
- D. Dependent children who become ineligible under the health plan.

Qualified beneficiaries who are determined to be disabled under the Social Security

Act at the time they become eligible for COBRA continuation are entitled to coverage for up to twenty-nine (29) months.

The beneficiary must notify the Plan Administrator of the desire to continue coverage within sixty (60) days of the qualifying event. After the initial election, the beneficiary must remit the applicable premium to the County Auditor no later than forty-five (45) days after the initial election of COBRA coverage. Delinquent payments of the premium may be grounds for terminating the continuation coverage.

If you or your eligible dependents elect to continue in the group health insurance plan, you will be charged the applicable premium. Failure to make timely payments may result in termination of coverage. The County may charge an additional two (2) percent administrative fee.

The beneficiary shall have the option of converting group coverage to a direct subscriber plan with the group medical insurer. The beneficiary will have thirty (30) days from the date of termination of the continuation coverage to convert their group medical coverage.

Employee Responsibility

Each employee or qualified beneficiary is responsible for timely notifying the County Auditor in case of the divorce or legal separation of the employee; or the end of a child's status as a dependent under the County's group medical insurance program.

17. Continued Coverage – 509A.13

Employees who retire from Jasper County before attaining sixty-five (65) years of age and provide a Letter of Award from IPERS shall be allowed to continue participation in the Employer's Health/Medical plan for themselves and their spouse under the group contract at the employee's own expense up to age 65. An employee who wishes continuation of such coverage must request it in writing within thirty (30) days of the date the group insurance would otherwise terminate. Employees shall pay premiums monthly in advance. Continuation of coverage shall terminate when the employee becomes eligible for Medicare or becomes covered by another plan. (Section 509A.13, Code of Iowa).

"Retired" for Iowa Code Chapter 509A purposes shall mean a voluntary termination of full-time employment with Jasper County, Iowa by an employee entitled to participate and actually participating immediately prior to such voluntary termination, in the County's accident, health, or hospitalization insurance, health maintenance organization or other medical service plan, or has contracted with a health maintenance organization authorized to do business in this state. The following individuals are not eligible for continued coverage under this section:

A. Any employee who fails to timely request to participate in continued coverage,

in writing delivered to Jasper County, Iowa.

- B. Any employee not otherwise entitled immediately prior to departure from employment to participate in any such County plan or who has refused or otherwise was not participating in such County plan immediately prior to departure from employment.
- C. Any employee upon such employee reaching the age of sixty-five (65) years; and/or
- D. Any employee who fails, regardless of reason or excuse, to timely make and deliver to Jasper County, Iowa any required employee document, premium or other payment or any other plan participation required.

18. Deferred Compensation

Any eligible employee who regularly works thirty (30) or more hours per week or who receives a fixed annual salary may request that the Board of Supervisors, by contractual agreement, acquire through an employee's payroll deduction, an insurance contract, annuity contract, security, or any other authorized deferred payment contract for the purpose of establishing a deferred compensation program for the employee. (Section 509A.12, Code of Iowa).

19. Employee Assistance Program

Jasper County partners with Principal and Magellan Health Services to provide employees with an Employee Assistance Program. Magellan provides individuals with a convenient and confidential service available twenty-four (24) hours a day, seven (7) days a week from anywhere in the United States. Services include telephone consultation 24/7 with a licensed mental health professional, referral to local child and elderly care services and resources, online information and webinars, and referrals to local community resources for additional services if needed. Magellan also provides Private Self-Screening Services. All services are provided by Magellan Health Services at no cost to the employee or their family. (You are responsible for any fees resulting from referrals outside of the EAP, including those associated with a medical benefit program).

Magellan's Contact information: www.magellanhealth.com/member
Toll-Free: 1-800-450-1327 TTY for Hearing impaired: 1-800-456-4006

Jasper County partners with IMWCA to offer employees three free session per incident with Connections. This is a confidential service available twenty-four (24) hours a day, seven (7) days a week from anywhere in the United States. Assistance

is available for both work-related and personal situation (ex: stress, emotional problems, post traumatic stress, anxiety and depression, chemical and substance abuse, family issues, mental health, personal budget consultation, and more. Please contact the Human Resource Office for additional information.

Connection's contact number is 1-800-779-6125
Connection's website: www.connectionseap.com

IV. TIME OFF BENEFITS

1. Holidays

The Board of Supervisors will establish particular dates for each holiday prior to each calendar year.

A. To Qualify:

Regular full-time employees on paid status will receive their regular compensation for the designated holidays or parts thereof. Holidays will be considered as work hours for the purpose of computing overtime pay. Employees shall not receive payment for any holiday if they have an unexcused absence, layoff, or are not on paid leave status the working day immediately preceding or following the holiday.

A non-exempt employee required to work on any recognized paid holiday shall be paid time and one-half (1½) the employee's straight time rate for all hours worked, plus the paid holiday at straight time rate. When an employee is not scheduled to work a holiday, holiday pay will be at the normal pay for the day which he/she would have been scheduled to work.

Any floating holidays not scheduled by the Board of Supervisors shall be scheduled between the employee and the Department Head/Elected Official. Floating holidays cannot be carried over from one year to the next.

B. Exceptions:

Employees in the Sheriff's Department and Conservation Commission personnel shall be governed by their departmental procedures. In the above departments, however, employees shall receive the equivalent number of employee's basic wage for hours worked.

Designated Holidays

New Year's Day
Memorial Day
Thanksgiving Day

President's Day
Independence Day
Day after Thanksgiving

Good Friday
Labor Day
Christmas Day

* Veterans Day will be considered a paid holiday for approved veterans in good standing. Veterans must request the paid day off in advance from their supervisor.

Additionally, the Board of Supervisors will designate one (1), floating holiday annually. Traditionally this has been the day before or after Christmas. The employee will be given one (1) floating holiday per fiscal year to be used at their discretion (with prior approval by their supervisor). This personal floating holiday is a "use or lose" benefit with no cash value to the employee.

The Board of Supervisors may choose to designate additional holidays on an annual basis, depending on the date(s) major holidays fall on the calendar and/or day of the week (Ex: Independence Day or Christmas Day).

C. Religious Holidays:

It is the policy of the County to permit absence from work with compensation for employees who wish to observe religious holidays of their faith, providing previous arrangements are made with the Department Head/Elected Official establishing an alternative work time. If an alternative work period cannot be arranged, an absence will be charged to vacation leave or to leave without pay.

D. Weekend Holiday:

When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday and when the holiday falls on Sunday, the following Monday shall be observed as the holiday. For those employees scheduled 24/7, 365 (6/3 rotation) will receive holiday pay for the actual date of the holiday and not the County's observed date.

E. Special provision for Sheriff's Office 24/7 Operation

Full and Part Time employees that are scheduled to work on a designated holiday will be eligible to receive holiday pay for the hours worked. This includes: part-time detention officers, telecommunicators, and transport officers.

2. Vacation Leave

A. General Regulations:

An employee's anniversary date shall be used to compute vacation leave and sick days. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any prorated vacation benefits. Part-time and temporary employees shall not be granted vacation pay.

Vacation leave will not be considered work hours for the purpose of computing overtime pay.

B. Schedule:

Vacation leave shall be accrued in accordance with the following yearly employment schedule, determined from completion of the full time anniversary date.

<u>Service Requirements</u>	<u>Monthly Accrual Rate</u>	<u>Allowance</u>
First month through fourth year	<u>*3.08 hours per pay period</u>	<u>10 days or 2 weeks</u>
Fifth year through ninth year	<u>*4.62 hours per pay period</u>	<u>15 days or 3 weeks</u>
Tenth year through fourteenth year	<u>*5.38 hours per pay period</u>	<u>17½ days or 3 weeks 2½ days</u>
Fifteenth through nineteenth year	<u>*6.15 hours per pay period</u>	<u>20 days or 4 weeks</u>
Twenty or more years	<u>*7.69 hours per pay period</u>	<u>25 days or 5 weeks</u>

*(actual 3.0769227; 4.6153846; 5.3846153; 6.1538461; 7.6923076)

Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Upon completion of ninety (90) days of full-time continuous employment, an employee shall be eligible for any vacation leave they have accumulated. Thereafter, an employee will be eligible for any vacation leave they have accrued.

C. Procedure:

An employee shall notify their Department Head/Elected Official in advance of the desired vacation. The Department Head/Elected Official shall determine the length of the advance notice. If it becomes necessary to limit the number of employees on vacation at one time, the employee or employees granted vacation will be based on seniority.

D. Exceptions:

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension, or leave without pay. An employee on vacation extending through a holiday period shall not have those officially designated holidays charged against vacation leave. The employee shall be granted an additional vacation day(s) to be taken the day(s) before the vacation starts or the day(s) after the vacation ends.

E. Blocked Vacation / No Call Back

Effective July 1, 2025, the Jasper County Board of Supervisors approved the amendment to the current vacation policy that will prevent any employee that has scheduled and received approval for a vacation request of two (2) or more consecutive days or more, cannot be called back to work.

Exception – Sheriff's Office and Secondary Roads: In the event of a natural disaster or an extreme weather or an emergency when every employee is essential, this provision will be waived.

F. Carry Over:

Vacation time must be taken during the anniversary year. However, with Department Head/Elected Official approval an employee may carry-over unused vacation time from the previous year to the next year up to a maximum of 280 hours. If a County employee becomes an Elected Official all accrued benefits must be taken or paid out within 45 days of the first official day in office. If a County employee is appointed to fulfill an office holder's position the accrued benefits can be taken or banked, until the next election, and the employee is elected into an office.

G. Limitations:

1. Vacation leave may not be taken in advance of earning it and an employee may not waive their vacation right, in order to collect both vacation and work pay.
2. Effective September 21, 2024, no employee (hourly or salary) will be allowed to accrue more than two hundred eighty (280) hours of vacation

leave.

H. Policy Compliance:

1. Effective September 21, 2024, vacation accrual caps will go into effect and limit all employees to a maximum accrual of 280 hours of vacation leave.
2. Any employee (hourly or salary) that reaches the maximum accrual of 280 hours of vacation leave, will have their accruals automatically turned off until they have depleted their accruals and are below the maximum number of hours (280).

I. Accrued Vacation Payment:

Any full or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave earned.

3. Leave of Absence

A. Leave Without Pay:

A leave of absence may be granted by a Department Head/Elected Official, for a reasonable purpose to full and part-time employees for a limited period of time not to exceed three (3) consecutive calendar months. The Department Head/Elected Official may extend this leave in writing every three (3) months under extenuating circumstances. In either case, the employee shall be reinstated into the same or similar position if they are medically able and will receive full credit for previous employment prior t

leave of absence. (Example: This policy could include times for extended vacations, cases of extreme sickness, religious or educational pursuits, etc.)

No Leave Without Pay shall be granted unless the employee has exhausted all available paid time (ex: vacation, sick, comp time, bonus days, floating holiday).

B. Procedure:

A request for leave shall be in writing, which shall include the beginning date, duration, and reasons for leaving. All requests must be submitted prior to the date of the leave with the Department Head/Elected Official determining the amount of advance notice.

C. Benefits:

Benefits shall not be accrued while on unpaid leave, no benefits will be provided, and the employee will not accrue vacation leave. An employee may continue their Health Insurance at their own expense and by paying the full premiums, if allowed by the insurance carrier. If the unpaid leave is covered by the Family Medical Leave Act, the employee's health insurance benefits will be maintained as if they are working, but the employee remains responsible for their share of the premium. Premiums must be paid directly to the County Auditor's office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

D. Failure To Report:

If the employee does not return within two (2) working days after the leave has expired, the individual will lose all reinstatement rights to their position and shall be considered to have voluntarily resigned.

4. Sick Leave

A. Sick Leave Definition:

Accrued sick leave may be used during a period when an employee is unable to work because of medically related disabilities; for physical or mental illness; medical, dental or optical examination, surgery or treatment; to supplement workers' compensation leave; or when performance of assigned duties would jeopardize the employee's health or recovery. Medically related disabilities caused by pregnancy or recovery from childbirth shall be covered by sick leave. Sick leave shall not be used as vacation. Sick leave shall not be granted in excess of the amount accrued.

B. Accrued Time:

Full-time employees shall accrue sick leave at the rate of *5.54 hours per pay period. Eligible part-time employees shall accrue on a prorated basis according to the appropriate classification. Sick leave may be accumulated up to seven hundred twenty (720) hours, which is equivalent to ninety (90) working days. After the first seven hundred twenty (720) hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of *2.77 hours per pay period until an additional seven hundred twenty (720) hours have been accumulated.

Once one thousand four hundred forty (1440) hours have been accumulated and banked, the employee can accrue sick leave at a reduced rate of *1.38 hours per pay period, which can be converted to vacation leave. If such leave

is not subsequently converted to a vacation leave, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of 1440 hours at their last rate of pay.

*(actual 5.5384615, 2.7692308, 1.3846154)

C. Provisions:

Payment of accrued sick leave benefits will begin on the first (1st) day of absence, computed at the employee's regular base pay. If a holiday falls within a paid sick leave, that day will be counted as a holiday and not as sick leave. Paid sick leave is a protection and is never to be considered as time off with pay or vacation time. Sick leave shall not be taken in advance of accrual. Sick leave will not be considered work hours for the purpose of computing overtime pay.

Department Head/Elected Official may allow the use of sick leave to take care of an employee's immediate family (mother, father, spouse, or children) for medical reasons. This use of sick leave shall not exceed forty (40) hours in the initial year of employment. Thereafter, an employee may carry over unused family sick pay (family sick leave) to the following anniversary year. The carryover is not to exceed 40 hours per year, and not to exceed a total of 80 hours.

Sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of such separation. Exception: At retirement (retirement for this purpose is defined as eligible to draw IPERS) and an employee is eligible to remain on the Employer's Group Health Plan (EGHP), that employee may convert accrued sick hours, up to 720 hours, bank those hours and use them to pay for continued health care coverage through the EGHP (if the retiree becomes ineligible to continue on the EGHP, any remaining money will revert back to Jasper County). An employee will be compensated at last rate of pay for any accumulated sick leave in excess of 1440 hours. Newly hired full-time employees may utilize family sick after completing ninety (90) days of employment. Family sick time will be deducted from the employee's sick bank.

When an employee requests vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a practicing, licensed physician, osteopath, or a dentist stating the duration of the illness and the time period that the employee would have not been able to work. The Department Head/Elected Official will then determine the number of days to be credited to the employee's accrued vacation time,

according to the physician's statement.

D. Calling-In:

An employee shall inform their Department Head/Elected Official that they are not coming to work, not later than thirty (30) minutes before the workday has commenced, unless it is physically impossible to do.

E. Verification:

Department Head/Elected Official at any time may require a written statement from a licensed practicing physician, osteopath, chiropractor, or dentist stating the reason for taking sick leave. When sick leave is requested for more than three (3) continuous days, a written statement from the employee's physician concerning the employee's expected date of return to work must be sent to the Dept. Head/Elected Official. A release for work from the physician must accompany the employee when returning to work.

F. Limitations:

If an absence due to an illness or injury extends beyond the sick leave accrued by the employee, such additional time may be charged to vacation leave. If all sick and vacation leave has been utilized, the employee may be granted leave without pay.

5. Injury Leave:

A. Accident Report:

When an employee of the County suffers an injury, however minor, while engaged in authorized County work, a report of such accident shall be filled out promptly by the individual's Department Head/Elected Official and submitted to the Human Resource Office. This report shall provide all known details and circumstances pertaining to the injury, as well as the names of all witnesses. Failure to report a work-related injury or illness may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness. In case of an emergency, employees should be taken to the nearest emergency room for treatment.

B. Procedure:

Any employee injured on the job shall immediately report the injury to their supervisor and report it to "Company Nurse" at 1-800-770-0928. In

emergency situations where an employee needs immediate medical attention, the employee should report to the nearest or best qualified emergency center and specify it is a workers' compensation injury and the name of the employer.

For minor injuries, all employees will be directed to contact "Company Nurse" at 1-800-770-0928 prior to receiving treatment. Company Nurse is the initial reporting authority, and they will direct the individual on conservative treatment and/or referral to a medical facility.

Current medical facilities include Newton Medical Clinic and MercyOne Skiff Medical Center and Emergency Room.

The treating facility will provide a written summary that explains the extent of the injuries, the medical care received, and the recommended treatment plan. If the injury causes lost work time, the supervisor will receive prompt notification so the work schedule can be adjusted. After your initial medical care is complete, continuing care will be coordinated through Iowa Municipalities Worker's Compensation Association (IMWCA). The Human Resource office shall receive updates frequently from the treating medical center and/or physician regarding the treatment plan for the employee.

C. Coverage:

Any County employee who is injured while engaged in authorized County work and as a result, is absent from work, is allowed to use sick leave. The employee will not lose incentive days due to absence from work because of a work-related injury. When the employee is off work long enough to be eligible for Workers' Compensation benefits, the difference between the employee's base salary and workers' compensation payments will be charged against an employee's sick leave and paid by the County.

After all sick leave is used, an employee may elect to use any available vacation leave accumulated, but under the same conditions provided for in the preceding sentence.

After all leave is used, the employee may be eligible for further compensation in accordance with the Workers' Compensation Act.

In the event the work-related injury is determined by the Occupational Health Clinic to be temporary, (non-disabling in nature), the County, upon notification from Occupational Health Clinic, will return the employee to his/her former position or one of a comparable nature.

In the event the work-related injury is determined by Occupational Health Clinic to be permanent in nature and the employee can no longer perform the duties of position formerly held, the employee's limitation will be assessed, and if he/she can perform other assigned available work, he/she will be offered employment which is consistent with his/her limitations.

Jasper County may provide temporary light duty employment for employees recuperating from an injury incurred while on duty for Jasper County. A duly referred employee, by the Worker's Compensation Insurance Company, will only fill a position in compliance with the Occupational Health Clinic physician's recommendations. This position is to be considered a transitional re-training position. It is determined to end after the Workers' Compensation physician either allows the employee to return to a full duty position or places a permanent physical restriction on the employee. Normally this period of time will not exceed six (6) months.

Due to the nature of the work-related injury, some employees are not able to return to work in their former positions for a period of time. Some may need to accept a transfer into another department with different physical requirements, if available. There may be hours of work restrictions, number of days per week restrictions, weight restrictions, specific task restrictions, body movement restrictions, etc.

6. Pregnancy Leave

Leave associated with an employee's own serious health condition, the birth of a child or to care for the newborn child within one year of birth may be available under the County's Family and Medical Leave policy outlined in Section IV (12).

If an employee is ineligible for FMLA leave, the employee is nonetheless entitled to a job protected leave of absence for the period that the employee is disabled because of the employee's pregnancy, childbirth, or related medical conditions, not to exceed eight (8) weeks. The employee *will be required* to utilize any available paid vacation leave, sick leave, and personal days during this leave of absence, and after all paid time is exhausted the leave shall be unpaid. The employee must provide timely notice of the period of leave requested; the County must approve any change in the period requested; and the County may require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the duties of employment. Any pregnancy disability leave will be exhausted concurrently with any other available leave or benefits, including but not limited to FMLA leave or any short-term disability benefits.

7. Funeral Leave

A period not to exceed forty (40) hours with pay shall be granted to an employee

upon their request, due to the death of a member of the employee's immediate family (parent, stepparent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law, grandchild, or grandparent). In the event of the death of an employee's spouse's grandparents, brother-in-law or sister-in-law, the employee shall be allowed up to twenty-four (24) hours off with pay. Employees may be granted four (4) hours with pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has been attended. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick leave accruals. The Elected Official/Department Head may grant additional unpaid time off for the death of a parent, child spouse, or grandchild.

8. Personal Leave

Department Heads/Elected Officials may grant an employee time off from their duties without compensation for personal reasons for a period not to exceed forty (40) hours, depending upon the seriousness of the problem.

9. Military Leave

The employee, upon showing appropriate orders to the Department Head/Elected Official, shall be granted military leave in accordance with Iowa Code Section 29A.28 and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Under the Iowa Code an employee shall receive leave for the period of service. The employee shall receive a paid leave of absence for the first thirty (30) calendar days each calendar year. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one day toward the thirty calendar days without loss of pay. If the leave is for a period of less than thirty (30) consecutive calendar days, only those days the employee normally works will count toward the thirty (30) days of leave. Absences required for military service that exceed thirty (30) calendar days shall be granted in accordance with the County's policies on vacation, personal, compensatory time, or unpaid leave, and with applicable state and federal law.

At the employee's option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave. An employee must return to work after this military obligation has expired in accordance with applicable state and federal law in order to obtain their reinstatement rights.

Department Heads/Elected Officials, with approval from the Board of Supervisors, may grant additional time to employees when sufficient cause warrants an extension.

10. Jury and Related Duties

Any employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee, or other judicial or quasi-judicial body, in an action involving the Federal Government, the State of Iowa, Jasper County or a political subdivision thereof, in response to a subpoena order to serve on a jury or when such an appearance is ordered in connection with the employee's work by the Department Head/Elected Official. When released from duty during working hours, the employee will report to work within two (2) hours. Any compensation received by employees for court related activities shall be surrendered to the Department Head/Elected Official and sent to the Auditor's Office. The employee may retain reimbursement for meals, travel and lodging. Such leave shall not be considered as work hours for the purpose of computing overtime.

11. Voting Leave

Every employee is encouraged to exercise his or her privilege to vote. If for any good reason an employee is unable to vote before or after working hours, the Department Head/Elected Official may grant the employee time off, not to exceed two (2) hours, to vote. Voting leave shall not be considered as work hours for the purpose of computing overtime.

12. Family Medical Leave Policy

- A. In accordance with the federal Family and Medical Leave Act (FMLA), Jasper County will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per 12-month period for any one or more of the following reasons:
 - i. the birth of a child and to care for the newborn child within one year of birth;
 - ii. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - iii. to care for the employee's spouse, child, or parent who has a Serious Health Condition;
 - iv. a Serious Health Condition that makes the employee unable to perform the essential functions of his or her job;
 - v. any Qualifying Exigency/Event arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
 - vi. Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee (Military Caregiver Leave).

B. Eligibility:

To be eligible for Family/Medical Leave an employee must have at least twelve (12) months of service, which does not have to be consecutive, and have worked at least 1250 hours over the preceding twelve (12) months. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of family leave.

C. Definitions:

- i. 12-Month Period – shall be based on a rolling 12-month period measured backward from the date an employee uses any Family /Medical Leave. (Example: If an employee takes four (4) weeks of Family/Medical Leave on May 1, 2009, and eight (8) weeks of Family/Medical Leave in August 1, 2009 the employee will not be eligible for Family/Medical Leave again until May 1, 2010 at which time he/she will have four weeks. On August 1, 2010, the employee will have an additional eight (8) weeks. In essence, twelve (12) months from the date an employee takes any amount of Family/Medical Leave the employee will accrue the same amount of leave as was taken.)
- ii. Spouse – means a husband or wife as defined or recognized by the State of Iowa.
- iii. Child – means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes biological, adopted, foster or step-child.
- iv. Parent – means the mother or father of an employee, or an adult who had day to day responsibility for caring for the employee during his/her childhood years in place of the natural parents.
- v. Serious Health Condition
"Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:
 - a. Hospital Care - Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.
 - b. Absence With Treatment - A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 1. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care

- provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider;
or
2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- c. Pregnancy - Any period of incapacity due to pregnancy, or for prenatal care.
 - d. Chronic Conditions Requiring Treatments - Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
 1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 2. Continues over an extended period of time (including recurring episodes of a single underlying condition);
 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - e. Permanent/Long-term Conditions Requiring Supervision - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - f. Multiple Treatments (Non-Chronic Conditions) - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a Serious Health Condition and do not qualify for family medical leave.

Substance abuse may be a Serious Health Condition if the conditions of this term are otherwise met. However, family and medical leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's

use of the substance, rather than for treatment, does not qualify for family medical leave.

D. Leave Provisions:

- i. Substitution of Paid Leave - The County will require the employee to substitute any unused, accrued leave for FMLA approved leave as follows:
 - a. For the employee who is an expectant mother or who is taking leave for his/her own serious health condition, all vacation, sick leave, or compensatory time leave must be used for any portion of the twelve (12) week FMLA leave. Any time an employee is away from work for an FMLA-qualifying reason, including while the employee is receiving workers' compensation, will run concurrent with the employee's FMLA allotment.
 - b. For the employee who is taking leave for a family member's qualifying condition, whether serious health condition or for the care and bonding with a child, forty (40) hours of family paid sick leave must be used first unless previously exhausted in the calendar year and then all vacation leave must be exhausted for the duration of the FMLA leave. You may, but are not required to, use any compensatory time during FMLA leave.
 - c. When an employee has used all allowed accrued paid leave for the portion of Family/Medical Leave, unpaid leave will be granted so that the total of paid and unpaid leave provided equals twelve (12) weeks.
- ii. Leave for Birth or Placement of a Child
 - a. For the purposes of care for a newborn child or a newly placed adopted or foster care child, leave must be taken before the end of the first 12 months following the date of birth or placement.
 - b. An expectant mother may take medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly, for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.
- iii. Intermittent or Reduced Leave
 - a. An employee may take leave intermittently (a few days or a few hours at a time for a single qualifying reason) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary". Medically necessary means there must be a medical need for the leave and that the leave can best be

accomplished through an intermittent or reduced leave schedule.

- b. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the County's operations. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only in unusual circumstances and only with the Department Head's consent within twelve (12) months after birth or placement.
- c. Intermittent or reduced leave may be spread over a period of time longer than twelve (12) weeks but will not exceed the equivalent of twelve (12) work weeks total leave in one 12-month period.

iv. **Married Employees**

Spouses employed by Jasper County are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care or to care for a parent who has a serious health condition to a combined total of twelve (12) weeks (or twenty-six (26) weeks if leave is to care for a covered service member with a serious injury or illness is also used).

E. Notice Requirement:

- i. When practicable, an employee is required to give thirty (30) days' written notice to the Department Head in the event of a foreseeable leave. However, the first time the employee seeks leave for an FMLA-qualifying reason, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to FMLA-qualifying reasons for which the County has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reasons for the leave or the need for FMLA leave.
- ii. In unexpected or unforeseen situations, an employee should provide as much notice as practicable. Notice can be given by the employee, or by a representative of the employee, such as a relative or friend.

F. Medical Certification:

- i. All requests for leave for an employee's own Serious Health Condition or to care for a family member with a Serious Health Condition must be supported by a certification issued by the health care provider of the employee or the health care provider of the employee's son, daughter, spouse, or parent, as appropriate.
- ii. The County will provide certification forms for completion by the health care provider. Use of these forms is required. The employee must

provide the certification within fifteen (15) calendar days after the County requests certification, unless it is not practicable under the circumstances to do so despite the employee's diligent, good-faith efforts. Where an employee fails to timely provide the required certification, FMLA leave may be delayed or denied, in which case time off work may be handled under the County's regular policies and practices for attendance and absences from work and may result in unexcused absences subjecting the employee to discipline up to and including termination of employment.

- iii. When the employee provides a certification which is incomplete or insufficient and the County provides the employee with notice and an opportunity to cure the deficiency, the employee will have seven (7) calendar days to cure the deficiency with a resubmitted certification. Where an employee fails to timely cure a deficiency, FMLA leave may be denied, in which case time off work may be considered unexcused absences subjecting the employee to discipline up to and including termination of employment.
- iv. used absences subjecting the employee to discipline up to and including termination of employment.

Re-certifications will be required by the County at the employee's expense. The employee must provide the requested recertification within fifteen (15) calendar days after the County requests recertification, unless it is not practicable under the circumstances to do so despite the employee's diligent, good-faith efforts. Where an employee fails to provide the requested recertification, FMLA leave may be delayed or denied, in which case time off work may be considered unexcused absences subjecting the employee to discipline up to and including termination of employment.

The County may obtain clarification and authentication of certifications and may require re-certifications and fitness for duty certifications as allowed by federal regulation. Annual certifications may also be subject to second and third opinions.

At all times, FMLA leave for the employee's or a family member's Serious Health Condition is subject to the certification process. Any absences and time off work which are not covered by FMLA (for example, when an employee fails to provide timely certification, fails to timely cure a deficiency in a certification, fails to allow clarification of a certification, where absences and time off work prior to and during the certification process are later determined to not be covered by FMLA, etc.) are subject to the County's regular policies and practices regarding attendance and time off work, including disciplinary policies depending on the number of absences and other circumstances. Similarly, an employee's failure to cooperate or comply with the recertification or fitness for duty certification process can result in absences not covered

by FMLA and subject to the County's regular policies and practices.

G. Effect on Benefits:

Taking Family/Medical Leave will not result in the loss of any employee benefit accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during any unpaid leave.

An employee on a Family/Medical Leave may remain a participant in the County's employee insurance plan whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

Employee contributions will be required either through payroll deduction or by direct payment to the County Auditor and Recorder. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage will result if the premium amount is paid more than thirty (30) days late.

If the employee misses a premium payment and the County pays the employee's contribution, the employee will be required to reimburse the County for the delinquent payment upon return from leave.

If an employee fails to return to work after Family/Medical Leave has been exhausted he/she will be responsible for the insurance premiums paid by Jasper County while the employee was on leave, unless:

- i. The employee fails to return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under Family/Medical Leave. Such a condition shall be certified by the health care practitioner within thirty (30) days of employee's failure.
- ii. The employee fails to return because of other circumstances beyond the employee's control.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an "eligible" employee's use of leave required by FMLA.

H. Return to Work:

An employee who has been on FMLA leave may be required to submit evidence satisfactory to the County that the employee is safely able to return to work, including the successful completion of a fitness for duty exam.

An employee returning from leave taken under this policy is entitled to return to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

I. Temporary Light Duty; Return to Work:

i. Eligibility:

Temporary light duty assignments may be made by the department head for employees with work-related injuries or illnesses who are covered by workers' compensation or for qualified individuals with disabilities that prevent them from performing their normal job duties. In either case, eligibility for light duty is limited to employees for whom the assignment would be a progressive step in their return to work.

An employee with a job-related injury or illness who refuses a light duty assignment will lose workers' compensation payments and will be placed on an unpaid Family and Medical Leave Act (FMLA) leave if the employee's condition qualifies as a serious health condition and the employee is eligible for leave under that policy. At that point, the employer may require, or the employee may elect to substitute, accrued paid leave from the date the Workers' compensation benefits cease.

An employee who fraudulently obtains FMLA leave from Jasper County is not protected by FMLA's job restoration or maintenance of health benefits provisions.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, the employee has no right to restoration to another position under the FMLA. The employer's obligations, may, however, be governed by the Americans with Disabilities Act, state leave laws or workers' compensation laws.

ii. Duration of Light Duty Assignments:

Assignment of light duty tasks within an employee's medical restrictions is intended to be for a temporary duration determined by the County. Light duty assignments will be documented with a list of the functions assigned and the duration of the assignment, which typically will not exceed six (6)

months. Temporary light duty assignments are not intended to become regular assignments.

iii. Medical Certification:

Before assigning temporary light duty, the County may require medical certification from the employee's physician or other health care provider that the employee is unable to perform his or her normal job duties within medical restrictions, and that the employee is able to perform the proposed light duty assignment within medical restrictions. At the conclusion of the light duty assignment, the County may require fitness-for-duty medical certification to determine whether the employee is able to return to his or her normal job duties.

iv. Return to Work After Light Duty:

If, at the end of the temporary light duty assignment, the employee is able to perform his or her normal job duties without posing significant risk of harm to his or her health or the safety or health of others, the employee may return to his or her normal position. If, at the end of the temporary light duty assignment, the employee is not able to perform his or her normal job duties without posing significant risk of harm to his or her health or the health or safety of others, the County will review the employee's medical condition and determine whether the individual is a qualified individual with a disability and whether the employee's work restrictions can be reasonably accommodated to allow the employee to return to work. Possible reasonable accommodations include job restructuring or unpaid leaves of absence. If no reasonable accommodation is available to return the employee to his or her previous position, the County will then consider transferring the employee to a vacant position for which the employee is qualified.

Certain highly compensated key employees, who are salaried and among the 10% highest paid employees, may be denied restoration. Restoration may be denied if the County shows that denial is necessary to prevent substantial and grievous economic injury to the County's operations.

It may be necessary for an employee to take more leave than originally anticipated; or, conversely, that circumstances have changed, and the amount of leave originally anticipated is no longer necessary. In both of these situations, the employer may require the employee to provide the employer reasonable notice (i.e. within two (2) business days) of the changed circumstances where foreseeable. The employer may also obtain information on such changed circumstances through requested status reports.

13. FMLA for Military Families

A. Injured Service Member (Military Caregiver) Leave:

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury which was sustained or aggravated in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness which was incurred or aggravated in the line of duty on active duty; or a veteran who has a serious injury or illness which was incurred or aggravated in the line of duty on active duty and who was a member of the Armed Forces, including the National Guard or Reserves, at any time within five (5) years of receiving the treatment that triggers the need for military caregiver leave. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of twenty-six (26) weeks for all types of FMLA qualifying reasons. The other types of FMLA leave remain subject to the 12-week limit per rolling year. When care for a covered service member is involved, spouses employed by the same employer are jointly entitled to a combined total of twenty-six (26) weeks of leave during a single 12-month period for the birth and care of a newborn child, placement of a child for adoption or foster care, to care for parent who has a Serious Health Condition, and to care for the covered service member.

B. Active-Duty Family Leave (Qualifying Exigency Leave):

Eligible employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of any branch of the Armed Forces, including the National Guard or Reserves, and is on active duty in a foreign country or has been notified of an impending call to active duty status in a foreign country. This leave is subject to the same aggregate twelve (12) weeks of FMLA leave per rolling year as the traditional forms of FMLA leave.

Both types of military family FMLA leave are subject to certification or other verification requirements. Where an employee fails to timely comply with any such requirements, or where this process establishes time off and absences from work are not covered by FMLA, the FMLA leave may be delayed or denied and any absences and time off may be considered unexcused absences subjecting the employee to disciplinary action, up to and including termination of employment.

14. Inclement Weather Policy

Because Jasper County offices serve the citizens of the County, it is the intent of this policy that all County offices will remain open. However, in extreme circumstances the Board of Supervisors or a designated committee may determine that it is necessary to close one or more County buildings for public safety. In the event that an employee's building is closed to the public by the Board of Supervisors or a designated committee (not by an individual department head or elected official) all essential employees will be required to report to work at their regular scheduled time or as soon as possible. For other employees, refer to procedures set out below. Based on the nature of the situation, the employee may be reassigned to a different task or department to assist with the County's need.

In case of an extreme circumstance as determined by the Board of Supervisors or their designated committee, the following policy will be in effect for non-exempt employees:

- A. If an employee is going to be late or absent from work, he/she must notify his/her immediate supervisor and will be allowed to charge such an absence to vacation or compensatory time provided he/she has the accumulated time. If no paid time is available, the employee may choose to take the time off without pay with prior approval. Employees will not be able to utilize sick pay.
- B. In the event a severe snowstorm, or other severe weather conditions, occurs the day before or on the day after one of the observed holidays, holiday pay would be paid to all eligible employees, whether or not they worked the day before or the day after the holiday. Other disqualifying absences would eliminate the employee from holiday pay.
- C. An employee may request to leave work early because of a blizzard or other severe weather conditions. If the request is approved, the employee may use vacation or accumulated compensatory time. If no paid time is available, the employee may choose to take the time off without pay with prior approval.
- D. Benefits accumulation and eligibility will not be affected (during inclement weather situations) if an employee chooses to take time off without pay. This will only pertain to periods of time of less than one week. Extended periods of time will be reviewed on a case-by-case basis.
- E. Employees in departments that serve the public during severe weather (including departments that provide snow removal and law enforcement services) are expected to report to work during severe weather conditions.
- F. Employee notification and public service announcements will be broadcast on the local radio station.

15. Closing of County Buildings:

A. Authority to Declare the Closing of County Buildings:

The Board of Supervisors is the official decision-maker on whether or not any of the county buildings/offices will be closed.

B. Essential and Non-essential Designation:

Media notices, which announce the closing of public offices frequently, designate that only “essential employees” should report to work. Some departments have the need for essential employees who must, if scheduled, report to work even though the courthouse is closed to the public. In such departments, the Department Head/Elected Official shall designate their “essential” employees.

C. Absences Due to Emergency Conditions:

When the Board of Supervisors closes any of the County buildings or offices, employees may elect to use compensatory leave, vacation, or leave without pay to cover the absence. Employees may, with the approval of the appointing authority, elect to work their scheduled hours although the state office or building is closed to the general public.

i. FLSA-Exempt Employees:

Employees exempt from the overtime provisions of the FLSA should not experience a reduction in their biweekly pay base due to emergency conditions. One of the requirements for a position to be designated as FLSA-exempt is that the employee is paid on a “salary basis”. Requiring FLSA-exempt employees to utilize accrued leave to cover time for which the employee is not able to work due to a decision of the employer-as in closing a facility-could jeopardize the FLSA exemption. The Fair Labor Standards Act regulations provide that:

- a. An employee will not be considered to be “on a salary basis” if deductions from his predetermined compensation are made for absences occasioned by the employer or by the operating requirements of the business. Accordingly, if the employee is ready, willing, and able to work, deductions may not be made for times when work is not available.

FLSA-exempt employees are not required to utilize vacation or compensatory time, or to take leave without pay for closings designated by the County. Instead, it is expected that all work assignments will be completed after the building is reopened. Supervisors will determine the amount of time reasonably necessary for individuals to complete their work assignments.

V. WORKPLACE CONDUCT POLICIES

1. Outside Employment

Employees are permitted to engage in other employment or to hold other jobs, subject to certain restrictions as outlined in this section. Employees are cautioned to carefully consider the demands that additional work activity will create before accepting other employment.

Other employment must not compete with, conflict with, or compromise the County's interests, or adversely affect job performance, and the ability to fulfill all job responsibilities. Your safety and productivity are important to us; therefore, other employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If the County determines that an employee's other employment interferes with their performance at the County, the employee may be asked to terminate the other employment.

Employees who have accepted other employment may not use sick leave pay to work at the other job. Fraudulent use of sick leave pay will result in disciplinary action, up to and including termination of employment.

Employees are also prohibited from performing any services during non-working time that are normally performed during working time on behalf of the County. This prohibition also extends to the unauthorized use of any County tools or equipment and the unauthorized use or application of any County confidential information.

2. Health and Safety

Articles of clothing worn must not be so loose fitting or torn that the clothing is likely to become caught in machinery or moving equipment.

All employees are required to use seat belts properly in all County equipment having seat belts.

All employees shall report all injuries no matter how slight to their immediate supervisor at once.

All employees shall report any unsafe conditions, unsafe work procedure(s) or act(s) to their immediate supervisor.

All employees shall learn the safe way to do their job before they start. If an employee is not sure that they thoroughly understand the job, they should ask their immediate supervisor for additional information.

All employees shall use the proper method for lifting materials: keep back straight,

bend knees and lift with their legs. All employees shall get help if the load is heavy or awkward.

An employee shall use all safety devices provided for personal protection.

All employees when driving County vehicles shall follow all laws of the road, including but not limited to applicable speed limits.

These are minimum standards and Elected Officials and Department Heads may adopt more restrictive policies.

3. Acceptance of Gifts

Except as otherwise provided in Chapter 68B.22 of the Iowa Code, County Officials and County Employees and their immediate family members shall not, directly or indirectly, accept or receive any gifts or series of gifts.

4. Working Off the Clock

Jasper County prohibits any non-exempt employee from working "off the clock".

5. Fraternization with Coworkers

Many difficulties, including potential charges of Sexual Harassment, may arise when coworkers develop close personal relationships, romantic relationships, or are dating. Employees of Jasper County are not prohibited from close fraternization with or dating coworkers, but it is to be understood by all employees that their conduct while at work is to reflect professional behavior.

Keep any obvious demonstration of a romantic relationship outside work. No favoritism, preferential treatment, nor difference in work performance expectations is to occur when workers supervise, work with, or assign duties to a coworker with whom they have such a relationship.

6. Employee Confidential Information

While you are employed with Jasper County, you may have reason to provide confidential personal information about yourself to your supervisor, medical insurance personnel, or the Human Resource Department. All supervisors, managers, and employees are expected to keep such information confidential and reveal it only to those who need to know it. At the same time, it is important for all employees to realize that this kind of information must be revealed in some circumstances and may be revealed in situations in which some employees will feel it should not have been revealed.

By coming to work for Jasper County, you agree to leave the question of when personal information known by those in the County will be revealed to others in the County and to whom it will be revealed to the discretion of the County and its department heads. Jasper County expects all of its department heads and employees to make good judgment in this regard.

Generally, confidential information concerning medical issues and disabilities should be revealed only to supervisors and others who must know in order to work effectively with the person involved or to accommodate a disability, to emergency and medical personnel who may be called upon to provide emergency treatment, consultants to the company in special circumstances, management, and to government officials investigating our compliance with law.

Any concerns or complaints regarding the disclosure of confidential information should be referred to the Human Resource Director as soon as possible after an employee becomes aware of the disclosure.

7. Political Activity

Employees may participate in or contribute to the election or appointment of public officials. Political activity, however, must not interfere with your normal work duties. No County employee will be coerced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office. Leaves of absence, without pay, may be granted to any person that becomes a candidate for elective office or works for such a candidate. No political activity may occur while the employee is on duty and employees may not use county resources or property in political or partisan activities.

8. Drug Free Workplace

The County of Jasper, as a recipient of federal grants, is required to comply with the Drug-Free Workplace Act of 1988. The following format policy, which is required by the law, is consistent with the County's general policy of not tolerating illegal activities on County time or premises.

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe, and secure work environment.
- B. The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on County premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences. A controlled substance within the meaning of this policy means any controlled substance as defined by state or

federal law.

- C. The County recognizes drug dependency as an illness and a major health problem. The County also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use health insurance plans or treatment facilities as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under criminal drug statute for violations occurring on County premises or while on duty off County premises. A report of a conviction must be made within (5) days after the conviction to the employee's Department Head.

9. Drug and Alcohol Testing Policy:

A. Statement of General Policy:

The Board of Supervisors finds that:

Drug and alcohol use has serious adverse effects upon a significant portion of the work force nationwide, resulting in billions of dollars of lost productivity annually and posing a threat to public safety and security. Drug and alcohol use creates a variety of workplace problems, including decreased productivity, decreased employee morale, increased workplace theft and a decline in the quality of services.

County officials, County employees and the general public all value quality services and want an efficient and productive County work force free from the effects of drugs and alcohol. At the same time, certain procedural safeguards are necessary to protect County employees, County department heads and elected officials participating in workplace drug and alcohol testing programs.

Therefore, the Board of Supervisors concludes that fair and accurate testing for drugs and alcohol in the County workplace is in the best interest of all, in order to ensure a positive and productive work environment for the County's employees and the public at large. Employees who perform work duties covered by the DOT and FMCSA regulations are also subject to DOT Drug and Alcohol regulations.

B. Policy Objective:

The objective of this policy is to ensure a safe, healthy, and work-efficient environment for the County's employees and the public at large. This includes ridding the County workplace of illegal and potentially dangerous drugs, as well as persons who may have an adverse effect on the County's

employees. The County will utilize every reasonable measure to maintain a drug and alcohol-free work environment.

C. Prohibited Conduct:

- i. County employees shall not engage in the following conduct:
 - a. Report for duty or remain on duty while having alcohol concentration of .04 or greater.
 - b. Report for duty or remain on duty while using any illegal drug(s). "Illegal drug(s)" means a substance considered to be a controlled substance and included in schedule I, II, III, IV, or V under the Controlled Substance Act, 21 U.S.C. §801 et seq.
 - c. Report for duty or remain on duty when impaired by the misuse of prescription drugs or other substances, whether illegal or not.
 - d. Refuse to submit to an alcohol or drug test when such test is authorized under this policy.
- ii. The County shall not employ any job applicant who refuses or fails a pre-employment drug test.
- iii. Any employee who refuses or fails an alcohol or drug test or falsified or attempted to falsify the test or sample, the employee may receive disciplinary action, up to and including termination. The first time a County employee tests positive for drugs or alcohol, the County shall provide a substance abuse evaluation, and treatment if recommended by the evaluation, with costs apportioned as provided under the employee benefit plan. The County shall take no disciplinary action against an employee due to the employee's first positive test if the employee undergoes a
- iv. substance abuse evaluation, and if the employee successfully completes substance abuse treatment, if treatment is recommended by the evaluation. However, if an employee fails to undergo substance abuse evaluation, or fails to successfully complete substance abuse treatment when recommended by an evaluation, the employee may be disciplined up to and including discharge.

D. Required Tests:

- i. Pre-employment Substance Abuse Screening Program
 - a. The County may conduct pre-employment drug tests at its expense designed to prevent hiring individuals who use controlled substances or who abuse legal drugs. A pre-employment drug test will be conducted after an applicant is conditionally offered County employment. Pre-employment job applicants who test positive shall not be employed by the County and shall not have the right to have their samples retested.

- b. The County shall include a warning that a drug test will be required in any notice or advertisement soliciting applicants or on the application form, and an applicant for employment shall be personally informed of the requirement for a drug test at the first interview. The prospective employee may provide any information which may be relevant to the drug test. Such information may include identification of prescription or nonprescription drugs currently or recently used or any other relevant medical information. To the extent feasible, all precautions will be taken to ensure that the testing only measure, and the records concerning the testing only make use of information regarding drugs in the body. The following is a list of drugs, among others, for which testing will be conducted: [For example.]
 - i. Marijuana;
 - ii. Barbiturates; Propoxyphene; Methadone; Methaqualone; Cocaine;
 - iii. Opiates (including morphine and codeine);
 - iv. Phencyclidine;
 - v. Amphetamines (including methamphetamines).
 - vi. Benzodiazepines
- c. To be considered qualified for employment with the County, the County must receive a "negative" report on the drug screen. If that qualification is not met, the prospective employee will be deemed "not qualified," and the application process will be terminated. Any conditional offer of employment that has been extended will be withdrawn.
- d. A County employee who transfers from one County job to another is not subject to pre-employment testing.
- e. Alcohol Testing. The County may conduct alcohol tests at its expense of prospective employees to whom a conditional offer of employment has been made. The alcohol test is designed to prevent hiring individuals who abuse alcohol. An alcohol concentration level of .04 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, is considered a positive alcohol test result and violates this policy. The prospective employee may provide any information which may be relevant to the alcohol test. Such information may include identification of prescription or nonprescription drugs currently or recently used or any other relevant medical information. To be considered qualified for employment the County must receive a "negative" report on the alcohol screen. If that qualification is not met, the prospective employee will be deemed "not qualified," and the application process will be terminated. Any conditional offer of employment that has been extended will be withdrawn.

ii. Employee Substance Abuse Screening Program

Reasonable Suspicion: When an employee's supervisor has a reasonable suspicion that the employee has violated this policy the supervisor will document the suspicion, and then contact the Human Resource Office for further investigation.

If the supervisor and Human Resource Director feel the employee is using or has used alcohol or drugs in violation of the County's written policy, the employee will then be required to take a drug and/or alcohol test with the procedures as follows:

- a. The decision to require suspicion testing shall only be made by the Human Resource Director and a supervisor who has been trained to recognize drug and alcohol use symptoms pursuant to this policy.
- b. A decision to test must be based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. A decision to test may be based on observable phenomena while at work such as direct observation of the physical symptoms or manifestations of drug or alcohol use. Examples include:
 - Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired by alcohol or drug use.
 - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - A report, by a reliable and credible source, of alcohol or drug use.
 - Evidence that an individual has tampered with any alcohol or drug test during the individual's employment with the current employer.
 - Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88, or resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars (\$1,000).
 - Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drug while working, or while on the employer's premises or while operating the employer's vehicle, machinery or equipment may be cause for termination.

If the employee is a supervisor or Department Head/Elected Official and there is suspicion of drug or alcohol use, the Human Resource Office shall be contacted to conduct the investigation and determine if drug and/or alcohol testing is needed. If the employee is a Department Head or

Elected Official, the Board of Supervisors would be notified if deemed necessary. The above-mentioned procedures in items (a) and (b) will then be followed.

Pre-Result Suspension:

Prior to the County receiving the results of the employee's drug test, the employee's employment with the County will be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay as provided in Iowa Code §730.5(10)(b).

Accidents – Injuries: The County may conduct drug or alcohol testing in investigating accidents which result in an injury (greater than first aid) or resulted in damage to property, including to equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars (\$1,000).

The employee is permitted to obtain necessary medical attention following an accident, but the employee will be subject to post-injury/accident testing and must remain readily available for testing or the employee will be deemed to have refused to submit to testing.

Alcohol testing will be administered as soon as practicable but no later than 8 hours after the accident. Tests for controlled substances will be administered as soon as practicable but no later than 32 hours after the accident.

- **Pre-Result Suspension.**

Prior to the County receiving the results of the employee's drug test, the employee's employment with the County will be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay as provided in Iowa Code §730.5(10)(b).

- iii. **Applicability**

This policy does not apply to any drug or alcohol tests required by federal law or federal regulations.

E. Drug Testing Procedures:

- i. The following testing procedures will be used in conducting drug tests under this policy:
 - a. Drug testing will be performed utilizing urine samples.

- b. At the time the sample is collected, an employee may provide any information which may be relevant to the drug test. Such information may include identification of prescription or nonprescription drugs currently or recently used or any other relevant medical information. To the extent feasible, all precautions will be taken to ensure that the testing only measure, and the records concerning the testing only make use of information regarding drugs in the body. Testing will be measured by nanograms per milliliter. The following is a list of drugs, among others, for which testing will occur: marijuana, cocaine, opiates, amphetamines (including methamphetamines) and phencyclidine will be performed.
- c. An applicant who is offered conditional County employment will be required to report to the drug testing collection site specified by the County within forty-eight (48) hours of notification and provide a specimen of his/her urine.
- d. Upon notification that a reasonable suspicion drug test is required, an employee will report to the drug collection site specified by the County and provide a specimen of his/her urine. Since delay in reporting after notification can adversely affect the outcome of a test result, the time allowed for employees to report for reasonable suspicion drug testing after receiving notice will be travel time plus thirty (30) minutes. Drug or alcohol testing shall normally occur during a regular work period. The time required for testing, including travel time, is considered work time for purposes of the FLSA, compensation and benefits.
- ii. All testing will be done by a SAMHSA-certified laboratory chosen by the County.
- iii. If an initial drug test is positive, a confirmation test will be performed on the same specimen using Gas Chromatography/Mass Spectrometry (GC/MS).
- iv. If an initial drug test is negative, there shall be no confirmation drug test.
- v. A medical review officer shall review and interpret the qualitative and quantitative aspects of any confirmed positive test results prior to the results being reported to the employer.
- vi. The employee will be informed of the results of the drug test promptly by the County. The employee shall be accorded a reasonable opportunity to rebut or explain the results of a positive drug test.
- vii. The actual costs for testing are paid by the County. If the test sample collection is conducted at a place other than the employee's normal work site, the County will provide transportation, or pay reasonable transportation costs to the employee.

F. Alcohol Testing Procedures:

- i. The County may utilize saliva or breath tests to measure employee alcohol use. Positive test results shall be confirmed by a breath test or a

- blood test.
- ii. Upon notification that an alcohol test is required, an employee will report for alcohol testing at the site selected by Jasper County. Since delay in reporting after notification can adversely affect the outcome of a test result, the time allowed for employees to report for alcohol testing after receiving notice will be travel time plus thirty (30) minutes.
- iii. An employee with a negative test result may return to work.
- iv. An employee shall be accorded a reasonable opportunity to rebut or explain the results of a positive alcohol test.

G. Information and Training:

- i. Every employee covered by this policy will receive the following information prior to the implementation of this policy:
 - a. The name of the County employee available to answer questions about this policy;
 - b. The position subject to testing;
 - c. Specific information on conduct which is prohibited;
 - d. An explanation of testing procedures;
 - e. An explanation of the consequences of engaging in prohibited conduct;
 - f. Information on the effects of substance abuse; the signs of a substance abuse problem; and available methods of intervening when a problem is suspected.
- ii. A copy of this policy will be given to every County employee.
- iii. Every supervisor who will determine whether an employee must submit to a reasonable suspicion drug or alcohol test will receive at least two hours of training on the specific, contemporaneous physical, behavioral, speech, and performance indicators of probable drug and alcohol abuse. One hour will cover alcohol use and one hour will cover drug use.

H. Definitions:

- a. "Abuse of alcohol or a legal drug": Any use of alcohol or a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions). In addition, the taking of a prescription drug that was prescribed for another or is prescribed to the employee but being used inconsistent with the prescribed dosage, shall be considered "abuse" of a legal drug.
- b. "Alcohol": Ethanol, isopropanol, or methanol.
- c. "Drug": Any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal Controlled Substances Act, 21 U.S.C. §801 et seq.
- d. "Legal drug": A drug for which there is a valid prescription, or over-the-counter drug for the employee.

- e. "Prospective employee": A person who has made an application, whether written or oral, to our County to become an employee.
- f. "Sample": A sample from the human body capable of revealing metabolites, such as urine, saliva, skin, or hair. "Sample" does not include blood [except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer].

*Definitions are listed as per Iowa Law and will be used as such unless otherwise indicated.

I. Confidentiality:

- i. All information, interviews, reports, statements, memoranda, and test results, written or otherwise received by the County through its drug and alcohol testing program are confidential communications under Iowa law and will not be disclosed in any public or private proceedings, except in accordance with this policy or other law.
- ii. Any written information obtained by the County pursuant to this policy shall be the property of the County.

10. Notification of Arrests and Other Governmental Action

Employees are expected to perform their assigned jobs, respect and follow policies, and obey the law. In the event that employees are arrested or receive a citation for any crime, have any criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, a plea of nolo contendere (no contest), or deferred judgment) or receive notice of any charges relating to operating a motor vehicle while intoxicated, they must notify Human Resources. Notification to Human Resources must occur within five (5) business days of notification to the employee.

Employees whose duties require possession of a Commercial Driver's License must report traffic citations to Human Resources. Employees who receive a traffic citation while operating a county vehicle must report said charges to Human Resources. Other employees need not report such traffic tickets.

Employees who have any contact with minor children as part of their job must notify Human Resources of any child abuse complaints filed against them. Employees must notify the Executive Director regarding the findings of any complaint against them alleging child abuse. Human Resources must be notified of any complaints and findings within five (5) business days of notification to employee.

Information relating to arrests, criminal charges and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file. Employees who do not notify the County as required by this policy may be subject to disciplinary action up to and including termination.

11. Smoke Free Workplace

Jasper County buildings are designated as non-smoking facilities, in compliance with Chapter 142D Iowa Code (2009). Smoking and the use of electronic cigarettes or Vaping is prohibited in all portions of the facilities, as well as on the grounds. Employees who smoke or vape should observe all fire and safety rules when working around or near hazardous chemicals or materials. Additionally, state law prohibits smoking in County-owned vehicles. Employees found smoking in County-owned vehicles shall receive progressive discipline up to and including termination.

12. Computer Equipment and Software Policy

In an effort to reduce computer viruses, no person shall at any time install or operate on any County owned or leased computer equipment, computer programs, unless such programs were either installed by or under the supervision of the County Information Systems Department. Any violation of this policy can result in the loss of computer privileges.

Any use of County owned or leased computer equipment for personal purpose is strictly prohibited. Any remote access may be accomplished only through means and equipment approved by the County Information Systems Manager or designee. The County Information Systems Manager or designee shall endeavor to enhance security of such remote access but shall not bear any responsibility for any breach of security via any unauthorized remote access to information. No person shall install or operate on any County owned or leased computer equipment or any computer programs unless such programs were screened or installed by the County Information Systems Manager or staff.

Information contained within or accessible through any County owned or leased computer equipment to which the general public may have access, or which has been ordered to be disclosed by a Court of competent jurisdiction, may be disseminated only under the direct supervision of the Elected Official or Department Head responsible for such information.

Any unauthorized access to information contained within or accessed through any County owned or leased computer equipment may be subject to discipline up to and including termination.

Board of Supervisors approval is required for subscription to the Internet for any County owned or operated computer equipment.

All departments must have Board of Supervisor approval before subscribing to the

Internet. The Internet cannot be connected to the network system.

Systems need to be backed up on a nightly basis. In order for a system to be backed up, each user in a department must log-out at the end of the workday. If this is not done, loss of program or data could result, without the possibility of recovering it. Consistent abuse of this policy may result in the loss of computer privileges.

13. Technology Procedures – Acceptable Usage Policy

A. Purpose:

This policy establishes guidelines and standards for the use of technology equipment, software, data, electronic mail and the Internet. These guidelines and standards must be understood and accepted by each End User who may utilize Jasper County technological resources including, but not limited to, Jasper County employees, vendors, and public citizens. Revisions to these guidelines and standards may be expected as new products and services are introduced and as the understanding of information processing and Jasper County business practice evolves.

B. Definitions:

Hardware: Any physical technology equipment used for processing data or for data / voice communication including, but not limited to: Desktop PC's, Laptops, Smartphones / Cell phones, Desk Phones, Virtual Desktops, Servers, Networking equipment, Printers, iPads, tablet PC's, etc.

Software: Programs, programming languages, instructions, or routines which are used to perform work on a computer or other technology hardware.

Data: Information such as records, images, e-mail, or other textual material stored on or accessible through a computer whether that data resides on County hardware or is accessible through the Internet or other on-line services through the use of County hardware.

Inappropriate Conduct: Conduct which violates County's Acceptable Usage Policy.

IT Department: Department of Information Technology that is responsible for County-owned technology resources

for the End User accessing County-owned hardware, software or data.

C. Computer Procedures:

The first and foremost rule for using these technologies is:

Don't say, do, write, view, or acquire anything that you would not consider to be County Business; that you do not require access to for your job responsibilities; and / or that you wouldn't be concerned to have everyone in the world learn about if the electronic records were requested for disclosure.

- i. Conduct considered as misuse / inappropriate:
The following conduct is considered misused or inappropriate. They include conduct dealing with copyright laws, physical harm to the computer systems, accessing information that the employee does not have permission to access, connecting or using non-County owned software or equipment on the County network, harassment via the County computer system(s), invading privacy of others via the County computer system(s), using the system for personal gain, relocation of County-owned equipment or data, and transmitting offensive material via the County computer system(s).
 - a. Copying County-owned or
 - b. licensed software or data to another computer system for personal external use;
 - c. Attempting to, or modifying County-owned licensed software without approval from the IT Department;
 - d. Attempting to, or accessing Operating System prompts or executing Operating System commands without approval from the IT Department;
 - e. Attempting to, or damaging or disrupting operation of computing equipment, data communications equipment, or data communications lines;
 - f. Attempting to, or intentionally accessing or modifying data files, databases, directories, or software without proper authorization from the IT Department;
 - g. Using County computing resources for purposes other than those intended, including:
 - 1. Allowing access by unauthorized persons
 - 2. Using County resources for external purposes or personal gain
 - 3. Transporting computers, data, data media, programs, documentation and/or equipment to another location unless authorized by the IT Department;
 - h. Invading the privacy of an individual by using electronic means to ascertain confidential information;
 - i. Copying or altering another user's software or data without

- permission from that user;
- j. Knowingly accepting or using software or data which has been obtained by illegal means;
- k. Abusing or harassing another user through electronic means;
- l. Using the County's computing facilities in the commission of a crime;
- m. Using the County's computing resources to access, transmit, store, display or request obscene, pornographic, erotic, profane, racist, sexist or other offensive material (including messages, video, images or sound);
- n. Connecting or attaching equipment not purchased by Jasper County to County-owned workstations and equipment without approval from the IT Department; and
- o. Installing or using software not purchased by Jasper County on County-owned workstations and equipment; or knowingly copying or using programs in contravention of copyright laws.
- ii. Identification & Passwords:
 The County's computer systems require that each user have a unique identity, referred to as a "User-Id", protected by a "Password", to gain access to the system. This identity and password are used to represent an End User in various system activities, to provide access to certain software and data based on his/her duties and purpose for requiring such access. As such, this computer identity is another instrument of identification, and its misuse constitutes forgery or misrepresentation. Conduct which involves misuse of User-ID and Password includes:
 - a. Allowing another individual to use the identity and password.
 - b. Using another individual's computer identity and password even if the individual has neglected to safeguard his or her computer identity.

In compliance with the Health Insurance Portability and Accountability Act (HIPAA), the PCI (Payment Card Industry) Compliance requirements, the following safeguards are in place:

- a. End User passwords must be changed every 90 days
- b. Screen saver passwords will be set to lock computers after 15 minutes of last use.
- c. Strong passwords must be used –
 - 1. Contain both upper and lower case characters (e.g., a-z, A-Z)
 - 2. Have digits and punctuation characters as well as letters e.g., 0-9, !@#\$%^&*
 - 3. Are at least 8 alphanumeric characters long
 - 4. Are not a word in any language, slang, dialect, jargon, etc.
 - 5. Are not based on personal information, names of family, etc.
- d. Multifactor Authentication
 - 1. Desktop, VPN, Remote Virtual Desktop Web Access, and Mobile devices must use a Multifactor method of logging in

2. An application for smart phones, text messages, robot calls, or (Token) dongle will be offered to users needing access.
3. If a user chooses a dongle, they are responsible for the replacement if lost, stole, or damaged. **The replacement fee is \$30.00.**

iii. Security Concerns:

The following issues deal with the security of the system and cover items concerning the location of the equipment, using equipment that is approved by the IT Department as well as the Department Head / Elected Official, security precautions for mobile devices in the event of (or to prevent) a loss or theft of equipment, unsafe websites and end user security training.

- a. The placement of a computer system in a user area and the portability of the equipment and associated data media creates special user concern
- b. s, as outlined below:
 1. The IT Department and the End Users must ensure that all equipment is located in a secure area where the opportunities for theft are minimized.
 2. The End User must ensure that only authorized personnel have access to the computer system and that only County business is performed on the system.
 3. Local data files must be safeguarded from unauthorized access.
 4. The ability to load a large amount of data on an easily transported media makes it imperative that confidential data be carefully controlled and safeguarded.
- c. Mobile Devices, including but not limited to: laptops, cell / smart phones, tablets, etc. that are issued by Jasper County as well as personal devices (cell phones / smart phones/ tablets/ IPads) that are used for business purposes and / or store Jasper County information shall adhere to the following guidelines:
 1. Access to Jasper County information resources using a mobile device must be pre-approved by the IT Department and the Department Head / Elected Official;
 2. Mobile devices must require a pin / pattern / password lock to access;
 3. Mobile devices must require a pin / pattern / password lock after a period of inactivity;
 4. Encryption is required for all mobile devices that must store or access sensitive information. (Please contact the IT Department for assistance establishing data encryption);
 5. Users that use personal mobile devices for business must follow the same guidelines as those users who are issued County-

- owned devices;
 - 6. Users will physically secure mobile devices that are left unattended. (If left in a vehicle, mobile devices will be hidden from view, locked in glove compartment, etc.);
 - 7. Users are not allowed to provide unattended access to mobile devices by another user;
 - 8. Users will notify the IT Department immediately if a mobile device is lost or stolen;
 - 9. Users will return Jasper County-provided mobile devices at the end of employment. At which time the device will be wiped.
 - 10. Disable Bluetooth unless needed
 - 11. Personal devices, excluding cell phones / smart phones, shall not be connected to any Jasper County network without being pre-approved by the IT Department and the Department Head / Elected Official;
- c. The IT Department shall establish security rules regarding websites deemed to be dangerous and / or inappropriate for End User access. These websites shall be blocked via hardware and software settings.
 - d. The IT Department shall establish periodic End User Security Training. All End Users of County Systems shall be required to attend this training and / or review the training materials provided during the training session. Each training session shall include an End User Acknowledgement Sheet to be signed
 - e. and dated by the End User.
- iv. **Equipment Care, Maintenance, and Disposal:**
This section of the policy is a general guideline for keeping County owned computer equipment safe from physical harm from outside elements. Users must ensure that their computers are not exposed to extremes of heat or cold, dust, smoke, or other potential contaminants. Drinks and food should be kept away from the equipment or storage media. The IT Department should be advised of any malfunctions arising with the equipment.
 - v. **Reporting Violations:**
This section of the policy specifies the procedures and guidelines for the IT Department to report violations to the Department Head / Elected Official and at what point the violations will be reported to the Board of Supervisors by the IT Department. This section also covers procedures and guidelines for employees to report violations. This section, however, shall not be interpreted as a guideline or a set of requirements of disciplinary action as disciplinary actions shall be handled within individual departments by Department Heads / Elected Officials.

County Systems Usage shall be reviewed on an as needed basis by the

IT Department or as directed by Human Resources, as well as on random review of the system. If violations are found, the IT Department shall then notify, in writing, the Department Head / Elected Official of an employee's violation. After three (3) similar violations by an individual, the IT Department shall notify, in writing, the Department Head / Elected Official as well as the Board of Supervisors of these violations. It shall be the responsibility of the Department Head / Elected Official / Human Resources to establish disciplinary action for their employee upon notification of a violation. In the instance of a violation by a Department Head / Elected Official, the same reporting procedures shall be followed by the IT Department.

Employees may submit written notifications to their Department Head / Elected Official upon the witnessing of violations by another employee. The Department Head / Elected Official shall then notify the IT Department, in writing, of possible infractions, indicating the date, estimated time, and type of violation. The IT Department shall then conduct research to verify the complaint and return a summary of findings to the Department Head / Elected Official and Human Resources. At no time shall an employee report any violations directly to the IT Department unless the IT Department is the Department Head / Elected Official of the employee submitting the complaint. End Users of County Systems not employed by Jasper County shall receive one (1) written notification of their violation by the IT Department. A second violation shall result in immediate termination of access to the County Systems.

vi. Disciplinary Actions:

This section of the policy states to what extent a Department Head / Elected Official / Human Resources may discipline an employee who violates any section of the policy; however, it reiterates that this policy sets no guidelines or requirements for disciplinary actions. All disciplinary actions shall be determined by the appropriate Department Head / Elected Official / Human Resources.

Anyone found to have violated any section of this policy shall be subject to disciplinary action which could result in termination of system access, termination of employment and / or criminal prosecution, if appropriate. Disciplinary actions shall be determined by the appropriate Department Head / Elected Official / Human Resources or based on guidelines within the Code of Iowa.

D. E-Mail Policies:

Jasper County provides electronic mail to employees for business purposes.

All electronic messages are the property of the County and therefore are not considered private unless otherwise protected by law.

i. Prohibited Use of E-Mail

This section relates to the sending of e-mails from the County system: mass mailings for non-County related business; e-mails that violate copyright laws, take up additional unnecessary storage space on the County system, compromise the integrity of Jasper County; and emails that are sent, for personal gain, contain offensive material or language, or violate any Jasper County policy. The following are prohibited uses of the County's Electronic Mail System:

- a. Sending County-wide mail not related to County business;
- b. Sending e-mails that compromise the integrity of Jasper County and its business in any way;
- c. Sending e-mails that advertise personal business;
- d. Sending messages containing offensive, abusive, threatening or other language inappropriate for the workplace;
- e. Sending messages that violate the County's Sexual Harassment Policy or any other Jasper County Policy.
- f. Sending copies of documents in violation of copyright laws;
- g. Sending copies of County business related documents / files to other County employees which can be stored on the County System in a single location and shared by multiple / all employees.
 1. Examples of such documents:
 - a) Forms to be used by multiple / all County employees;
 - b) Manuals / Documents to be used by multiple / all County employees;
 - c) Images to be used by multiple / all County employees
 2. Files / documents to be accessed by all County employees may be submitted to the IT Department to be placed on the County User Portal for access by all County Employees – eliminating duplication of file storage.

ii. Monitoring of Electronic Mail and Data:

All electronic mail messages and related data are the property of Jasper County. The County reserves the right to access messages and related data whenever there is a legitimate purpose to do so or under the following circumstances:

- a) Upon the discontinuation of County employment for any reason, a user's mail and data may be accessed for the purpose of saving those messages and files that pertain to County business. This access will be granted only upon written notification from the Department Head/Elected Official

to the IT Department. These files may be transferred to another user if necessary to conduct County business;

- b) If required by law to do so;
- c) In the course of an audit or investigation triggered by indications of impropriety or as necessary to locate substantive information;
- d) When necessary to investigate a possible violation of a County policy or a breach of the security of the electronic mail system;
- e) In the event there is reasonable suspicion that a user has committed or is committing a crime against the County or for which the County could be held liable.

iii. Disclosure of Mail Accessed by Monitoring:

The contents of any / all electronic mail sent from or received through a Jasper County system shall be subject to Open Records Law unless otherwise protected by law and may be disclosed without the permission of the End User. The IT Department will follow the procedure below when delivering requested electronic mail documents to an individual making a specific request.

If a request has been made for disclosure of an End User's County-owned electronic mail, the IT Department shall either print copies, or shall utilize technological means to obtain copies, of all mail requested, then submit those copies to the Jasper County Attorney for review of any confidential/private or privileged information. Any confidential/private or privileged information protected by law shall be redacted by the County Attorney's Office. Upon completion, the documents shall then be delivered to the requester on an "Actual Cost" basis. The timeframe for delivery of e-mails to an individual making a request shall be reasonable and follow the guidelines within the Open Records Law.

iv. Retention of Electronic Mail Messages:

This section of the policy is in regards to storing e-mail messages and sets a guideline for cleaning up unnecessary messages.

Messages that have been moved or stored in the Trash Folder shall automatically be permanently deleted after seven (7) days from the Email server. All messages stored in a user's "mailbox" folders are retained at the discretion of the End User up to a total size of two (2) gigabytes. These messages shall be periodically purged by the End User to conserve disc space. The IT Department recommends that messages retained after one hundred eighty (180) days be archived by the End User and stored for later use if necessary.

Mailboxes reaching the two (2) gigabyte threshold will begin to send warnings to the End User. If the two (2) gigabyte limit is reached senders

will receive “mailbox full” reply messages and no new email will be delivered until the End User deletes or archives emails to make space.

E. Internet Policies:

Jasper County provides Internet connectivity for authorized employees in selected facilities for business purposes.

Internet connectivity will be provided to those employees approved by their Department Head or Elected Official. These End Users will be granted the appropriate access and security setup after the End User Agreement is signed.

This section of the policy establishes the basic guidelines for the end user while accessing the Internet, reminding the end user not to share passwords. It also requires an end user to advise his or her Department Head / Elected Official if he or she believe he or she has gone to an inappropriate site by accident or if they believe there has been an accidental breach of security (ie: Personal information submitted through a website, etc). The Department Head / Elected Official shall then notify the IT Department in writing of these circumstances for documentation purposes so as to exempt the employee from investigation into these incidents.

- i. End User responsibilities are to:
 - a. Secure their account and passwords. The IT Department will presume that all use of the account and passwords to be by the authorized End User of that account and passwords. End Users must take reasonable precautions to prevent the account and passwords from becoming known to other persons;
 - b. Take reasonable efforts to use the Internet resources effectively, economically and responsibly;
 - c. Advise the IT Department or their supervisor/manager if information to which the End User is not entitled has been inadvertently obtained or sent, or they become aware of a breach of security

F. Streaming Media:

End Users are prohibited from accessing any streaming media programs, feeds, material and content unless the subject matter being streamed is necessary to fulfill one’s job responsibilities. No streaming media sites are to be accessed, nor are any streaming media programs or applications to be downloaded, installed and/or operated by end users using organization-provided computers, servers, systems and/or networks unless the material is necessary to fulfill one’s job responsibilities.

End Users are also prohibited from accessing media streams from such Websites as Google Video, iFilm and YouTube, among others, unless the subject is necessary to fulfill one's job responsibilities. Streaming media use, such as might be required for conducting client research or training, constitutes acceptable use.

Streaming media programs and devices prohibited from operation within the organization or on any organization equipment or network (unless used for expressly permitted activities) include, but are not limited to:

- Apple Computer, Inc.'s QuickTime
- DivXNetworks, Inc.'s DivX Player
- Listen.com, Inc.'s Rhapsody
- Microsoft Corp.'s Windows Media Player
- Real Networks, Inc.'s Real One Player
- Sling Media's Slingbox
- Internet Radio (Pandora, XM, Sirrus and others)

G. Social Networking Sites:

Jasper County provides access to Social Networking sites including, but not limited to, Facebook, LinkedIn, and Twitter, to its employees for the sole purpose of conducting Jasper County business. These sites can be beneficial to County-related business and should be used in such a manner to promote Jasper County and relay County-related Information to the public. It is the intent of this policy to ensure that users maintain discretion and professionalism while using these sites so as to not harm the reputation of Jasper County. Those individuals found in violation of utilizing Social Network Sites or for utilizing such sites for personal use during County business hours shall be deemed in violation of the Jasper County Acceptable Usage Policy and shall be reported as per Section 12(c)(i)(f) of the Jasper County Acceptable Usage Policy.

H. Internal Department Policy:

Department Heads retain the authority to set additional departmental policy in accordance with the Jasper County Acceptable Usage Policy that is within the guidelines, or more stringent than the Countywide Acceptable Usage Policy. Department Heads must give the IT Department a copy of the departmental policy and a written request for any modifications to the system that are necessary.

I. End User Agreement:

- i. Valid signatures are required for permission to use Jasper County's Local Area Network, Wide Area Network and / or provided Internet

Accounts. End Users shall not gain access to County Systems until a signed End User Agreement is on file.

- ii. Permission is in effect for the duration of the End User's employment with Jasper County or until the Office / Department Supervisor and / or the IT Department, upon direct recommendation of the Board of Supervisors, rescinds permission.
- iii. Once signed and dated by the End User and the IT Department, the End User Agreement shall be returned to the Department Head / Elected Official to be signed and placed in the Employee Personnel File.
 - a) If access to the County System is to be provided to a public citizen or vendor, the signed End User Agreement shall be placed on file with the IT Department.

14. Social Media Policy

A. Social Computing Guidelines:

The purpose of this policy is to establish County regulations defining the use of various technologies known collectively as "social media". Social media accounts shall be used for the purpose of informing the public about County business, services, and events. All official County presence on social media accounts are considered an extension of the County's information networks.

This policy covers all social media messages generated on or handled by electronic communication systems owned by the County. This policy is also applicable to all social media messages generated by employees of the County that relate to their status as an employee of the County. The regulation of employee speech is subject to the right of employees to freedom of speech as that right has been interpreted by the courts.

The County's website will remain the official location for content regarding County business, services, and events. Whenever possible, links within social media formats should direct users back to the County's website for more information, forms, documents, or online services necessary to conduct business with the County. All County social media accounts should be viewable to the public and not use privacy settings.

The County logo and authorized departmental extensions should be used on all social media accounts to confirm authenticity of site.

If a department chooses to participate in social media, online representation on social media accounts is ultimately the responsibility of the Department Director. The Department Director shall appoint a social media moderator to control the social media account and ensure appropriateness of content.

Departments should regularly monitor and update accounts at least twice a

week.

Employees representing the County via social media accounts must conduct themselves at all times as representatives of the County and must comply with the Guidelines contained in this policy and with the provisions relating to "Prohibited Content".

Any employee who discovers a violation of this policy shall immediately notify their Department Head who shall in turn inform the CIO. An employee who violates this policy or uses social media for improper purposes shall be subject to disciplinary action up to, and including, termination of employment.

B. Definitions:

Social Media: Various forms of discussion and information-sharing, including social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Technologies include: picture-sharing, wall-postings, fan pages, email, instant messaging, and music-sharing. Examples of social media applications include, but are not limited to, Google and Yahoo Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), YouTube (social network

ing and video sharing), Flickr (photo sharing), Twitter (social networking and micro-blogging), LinkedIn (business networking), and news media comment sharing/blogging.

Business Purposes: Use of social media as a means of communicating official information about the County, including events, department activities, emergency information, and feature stories. Business Purposes also includes use of social media for interaction with a professional association, information source necessary to the job duties of an employee, and interaction with other members of a professional association.

Personal Use: On-duty and off-duty use of personal social media sites by a County employee for any purpose that is not a business purpose. This includes access on personal or County provided computers and smart phones.

C. Posting Guidelines:

Employees should be conscious of what they post on social media sites and avoid presenting personal opinions that imply endorsement by the employee's Department or the County. If posted material could be attributed to the employee's Department or the County, the post must be accompanied by a disclaimer identifying the statements or opinions presented as those of the

poster and stating that the statements or opinions do not reflect those of either the employee's Department or the County.

Employees should not portray themselves as spokesperson for their Department or the County unless they are specifically authorized to do so by either the Department Head or the Board of Supervisors.

Departments that use social media accounts are responsible for complying with applicable federal, state, and local laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment free speech rights, privacy laws, and information security policies established by the County.

Employees may not post text, video, pictures, or other material that would reasonably be considered to be detrimental to the image of the County or of an individual Department. Only post material which you have permission to use.

Employees should keep in mind that once an item is posted it is publicly available on the Internet and cannot be retracted.

D. Prohibited Content:

The following content shall be prohibited on official County social media sites.

Profane language or content

Content that promotes, fosters, or perpetuates illegal discrimination of any kind.

Sexually explicit content or links to such content.

Solicitation of others for commercial ventures, or religious, social, charitable or political causes.

Making or publishing of false, defamatory, or malicious statements concerning any employee, supervisor, the County, or its operations.

Personal information about employees.

Posting of HIPAA protected information is not permitted.

Use of chat sessions in social media will not be permitted.

The Department Head, CIO, or designated representative reserves the right to delete submissions that are deemed inappropriate, according to prescribed unacceptable content standards. If any record is deleted for unacceptable

content, it is the responsibility of the affected Department to retain a public record of that content and keep a record of why the information was removed.

Friends, fans, or followers should be removed if they continue to post inappropriate content. One warning should be given. If the individual posts inappropriate content a second time, they should be removed or blocked.

E. Social Media Account Security:

Department social media accounts should be tied to a County email address.

Moderators should never leave a workstation unattended when logged on to a social media account.

Only the Department Head and moderator(s) should know the login and password to social media accounts.

If the moderator changes, the login, and password should also change.

F. Personal Use of Social Media:

Employees should make certain any online activities do not interfere with their effectiveness at work and ensure any on-duty personal use is limited in nature. If on-duty personal use is interfering with work effectiveness, employees will be subject to disciplinary action.

Employees should be mindful of blurring their personal and professional lives when using or accessing social media sites.

Employees may not use social media to engage in libelous, defamatory, obscene, or maliciously false behavior directed at the County, Departments, elected officials, appointed officials, other employees, or members of the public.

Employees may not post confidential information which they have learned through their employment with the County.

Posting of HIPA protected information is not permitted.

Employees may not use their County email account in connection with a personal social networking account.

Employees shall not participate in online social media or forums on behalf of the County or their Department unless they are authorized to do so by their Department Director.

When violations of these guidelines occur, the County reserves the right to exercise judgment in determining the appropriate level of discipline by reviewing each incident on a case-by-case basis.

15. Restricted Working from Home (WFH) Policy:

This policy outlines the conditions under which employees may be permitted to work from home on a restricted basis. It aims to support operational efficiency while maintaining accountability, productivity, and team collaboration.

Jasper County recognizes that in certain circumstances, working from home may be necessary. However, to maintain local, state, and federal cyber security requirements, remote work is generally restricted and permitted only under the conditions outlined in this policy.

Employees may be eligible for restricted WFH arrangements under the following circumstances:

- Short-term illness or recovery (non-contagious, with capacity to perform duties)
- Family emergencies
- Adverse weather conditions or transportation disruptions
- Special temporary accommodation as approved by Department's Elected Officials or approval by the Board of Supervisors for non-elected Department Heads or their staff
- Employees in roles requiring physical presence (e.g., frontline, equipment operators, etc.) are typically not eligible unless approved under exceptional circumstances.

Approval Process

- WFH must be pre-approved by the employee's direct supervisor or manager.
- Requests should be submitted to Information Technology (I.T.) at least 24 hours in advance, where possible.
- Emergency or same-day WFH requests must be communicated as early as possible and are subject to approval.

Duration & Frequency

- WFH under this policy is intended to be infrequent and short-term.
- Extended remote work arrangements require formal HR approval and may

be governed by a separate agreement.

Employees approved for WFH must:

- Be reachable via phone, email, and company communication tools during work hours.
- Maintain productivity and complete all tasks/deliverables as scheduled.
- Ensure data security and confidentiality.
- Use only company-approved devices and systems for work.
- Monitoring & Review
- Managers may review WFH effectiveness and revoke WFH privileges if:
 - Work output or availability declines
 - The arrangement impacts team collaboration or operations
 - There are repeated or unapproved WFH requests

Violations

Non-compliance with this policy may result in disciplinary action, up to and including termination of employment.

Policy Review

This policy will be reviewed annually or as needed to ensure it remains aligned with County operations.

16. Workplace Privacy and Searches

The County attempts to maintain equipment and supplies that permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are County property and are to be used to conduct County business.

As part of your employment, a desk, computer, electronic device, equipment, other property, or workspace may be made available to you. These are County property. Because these are County property, not your personal property, they are subject to being inspected by the County at any time, with or without notice to you.

The County assumes no responsibility or liability for any items of personal property which are placed in the desk or workspace that is assigned to you.

If the County conducts an examination or inspection under the terms of this policy, there will be at least two (2) individuals present at the time of the examination or inspection.

17. Investigations

All employees are required to fully cooperate with any member of management who is conducting a work-related investigation. Employees will be disciplined for lying to any member of management or providing information to any member of management that is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any member of management or representative of the County. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by management, and discouraging other individuals who may be contacted by management from responding to or cooperating with management. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by management, and providing information, documents, or materials to management that are dishonest, misleading, inaccurate, or incomplete.

18. Use of Employee Personal Cell Phones

The County recognizes that it may be necessary, on occasion, for employees to make and receive personal phone calls on his/her personal cell phone. However, the frequency and duration of such phone calls should be rare and infrequent. Use of the employee's personal cell phone for personal use must be done on the employee's non-work time, except in emergency situations.

19. Hands-Free Driving (electronic devices)

As of July 1, 2025, new legislation prohibits drivers from using electronic communication devices while driving unless the device is used hands-free. Electronic devices are defined as: cell phone, laptops, PDA's, tablets, gaming devices. Employees are encouraged to verify with their supervisors as to the use of an acceptable hands-free device (ex, headset, Bluetooth speak or earpieces, and operation of newer vehicles with voice commands and/or hand-free systems).

Employees who are charged with traffic violations resulting from the use of a phone while driving will be personally responsible for the payment of all fines and other liabilities or obligations that result from such actions. Employees who violate this policy may be subject to disciplinary action, up to and including discharge based on the seriousness of the infraction.

The current law provides an exception for law enforcement while performing their job duties.

20. Loss of Valid License

If an employee loses his or her driving privilege, the following shall apply to all

employees whose job description requires them to have a valid operator or chauffeur's license.

A. If Loss is Due to "Off Duty" Activity:

First loss of license – If the legal infraction is a misdemeanor, the Department Head will work with the employee to obtain a driving permit for work if the employee agrees to and does proceed with appropriate treatment and training. If the legal infraction is a felony, the employee will be terminated immediately. If the employee's job requires a valid license and one cannot be obtained or the employee is not insurable, the employee will be terminated.

Second loss of license – Termination of employee

B. If Loss is Due to "On Duty" Activity:

First loss of license – If the legal infraction is a misdemeanor, immediate reduction to the minimum of one pay grade lower than employee's current pay grade. The employee will remain at that pay grade until driving privilege is restored and the employee has completed appropriate treatment or training. No request for a work permit will be made. If the employee's job requires a valid license and one cannot be obtained or the employee is not insurable, the employee will be terminated.

Second loss of license (or loss due to a felony infraction of the law) – Immediate termination.

It shall be the employee's responsibility to immediately inform their supervisor of a potential loss of driving privileges and to keep this information current up to and including final judicial or administrative action. Any evidence of concealment or the providing of erroneous information will be grounds for immediate termination from employment.

The employee would normally be presumed innocent until proven guilty in the courts or through administrative process. Individual circumstances may be the reason for actions not included herein.

Jasper County will not allow the installation of ignition interlock devices on County vehicles.

21. Disciplinary Action

A. Disciplinary Action:

These rules can be modified by the County as changing conditions warrant.

The County may take whatever disciplinary action it deems appropriate in response to an offense, even if it is not included in the following list. You must understand that any offense, whether or not it is included in these work rules, may result in disciplinary action, up to and including discharge, without prior warning.

1. Reasons – An employee is subject to reprimand, demotion, suspension, or discharge for any of the following reasons:

- Violation of department work rule
- Violation of County Work Rules
- Inefficiency
- Insubordination
- Incompetence
- Failure to perform assigned duties
- Un-rehabilitated narcotic addiction
- Dishonesty
- Un-rehabilitated alcoholism
- Negligence
- Conduct which adversely affects the employee's performance or that of the employer
- Conviction of a felony while employed with the County
- Misconduct
- Other just and/or good cause

2. Procedure – It is the policy of the Department Head/Elected Official to follow a system of progressive disciplinary action as outlined below. Any violation of policy may result in disciplinary action beginning with the first violation step. Any subsequent violations will be subject to the next step in the disciplinary process. However, a violation of a serious nature may be the cause for stronger disciplinary action or immediate discharge. A Department Head or Elected Official may allow paid administrative leave during the investigation of an alleged violation.

- First violation – the employee's Department Head or immediate supervisor shall give verbal warning. This verbal reprimand will be documented and placed in the employee's personnel file.
- Second violation – a written reprimand signed by the Department Head/Elected Official or designee and delivered to the employee stating the reasons for the reprimand and the consequence of the repeated action.
- Third violation – a suspension without pay and a written statement of the violation, indicating the reason for the suspension.
- Fourth violation – discharge of the employee.

4. All reprimands, demotions, reductions in salary, and discharges shall be in

writing and given to the employee in private whenever possible. The Department Head/Elected Official shall keep a copy signed by the Department Head/Elected Official and signed by the employee in the personnel file.

5. As a reminder, employment with County is at the mutual consent of the County and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. As a result, the County reserves its right to terminate employment at any time, for any lawful reason, including reasons not listed above. In choosing the appropriate disciplinary action, the County may consider the seriousness of the offense, the evidence and facts presented, the employee's work record and other disciplinary actions taken by the County for similar employee conduct.
6. The County, pursuant to Iowa Code § 22.15 and 22.7(11), advises that information placed in an employee's personnel record as a result of disciplinary action may become a public record, including the fact that an employee was discharged, demoted or resigned in lieu of being discharged, in addition to any documentation showing the reason or rationale for the discharge, demotion or resignation in lieu of discharge.

22. Working Rules - Class I

Class I work rules are work rules which, if violated for the first time, will usually not result in discharge.

1. Horseplay, loafing, or lackadaisical performance of job assignments or disturbing others at work.
2. Failure to begin work at starting time.
3. Frequent tardiness, absenteeism, or leaving work early without authorization or just cause.
4. Working unauthorized hours or violation of working hours, rest periods, or lunch periods.
5. Leaving employee's workplace during work hours without authorization.
6. Unauthorized extension of break and/or lunch periods.
7. Unnecessary visiting or extended visiting during working hours.
8. Loitering or wasting time during working hours.
9. Obscene or abusive language.
10. Poor grooming or hygiene.
11. Smoking or Vaping in NO SMOKING area.
12. Inefficiency.
13. Violation of safety and health rules.
14. Poor driving record (both on and off the job). An employee's driving record will be checked yearly. (This rule pertains to employees operating

vehicles for County business).

23. Working Rules – Class II

CLASS II work rules are work rules which are of a more serious nature than CLASS I and any violation will result in more serious disciplinary measures, up to and including discharge.

1. DISHONESTY, theft.
2. Deliberately falsifying, altering, or supplying false information on County Records. (This includes false sick leave claims, falsifying time sheets, other payroll records and/or application).
3. Sleeping during working hours.
4. Fighting: disorderly, subversive, insubordinate, immoral or indecent conduct during working hours or on County premises.
5. Working on personal jobs or other secondary employment on County time.
6. Deliberate failure to complete County records.
7. Violation of safety and health rules which may endanger the employee, other employees, or the public.
8. Excessive absenteeism.
9. Failure to notify the supervisor that the employee will be absent from work.
10. Failure to perform duties as outlined in the employee's job description or carry out reasonable assignments or instructions.
11. Failure to follow the proper procedures or policies of the County.
12. Incompetence.
13. Operating equipment or motor vehicles recklessly.
14. Transporting unauthorized passengers in County equipment.
15. Failure to perform routine maintenance on equipment assigned to employees.
16. Two (2) written warnings for any combination of offenses during a twelve (12) month period.
17. Theft, willful destruction and/or unauthorized use or altering of property or equipment belonging to the County or any employee.
18. Consuming, having possession of, or being under the influence of intoxicants, narcotics, controlled substances, or other non-medically prescribed drugs while on the work premises or on work related activities.
19. Consuming alcoholic beverages during scheduled work hours and possession and/or transporting alcoholic beverages in County vehicles.
20. Obtaining employment or promotions under false pretenses.
21. Conviction of a crime that is a felony.
22. Absolute disobedience, insubordination, or refusal to comply with reasonable instructions or authorized supervision.
23. Unauthorized possession of firearms or explosives on County premises or in a County vehicle.
24. Harassment based on sex or another protected characteristic.
25. Failure to keep necessary licenses and/or certifications.

26. Failure to maintain insurability. Loss of insurability may be the result of moving violations and/or accidents both on the job and on an employee's own personal time.

ACKNOWLEDGMENT

My signature below acknowledges that I have received a copy of Jasper County's Human Resource Manual. I agree to read the manual and agree to comply with the policies of the County. I understand that neither receipt of this manual nor the policies contained therein are to be construed as creating any contractual obligations or constitute a guarantee or contract of employment.

I understand that the Employer reserves the right to, from time to time, to develop, put into effect, and enforce work rules and policies. Such work rules and policies can be enforced through corrective actions. Said work rules and policies will be posted for employees.

It is understood that the Jasper County Human Resources Manual does not replace any collective bargaining agreement between the Union and the Employer, but addresses policies and procedures not covered under the said Agreement.

I understand that this manual is intended to supersede and replace all previous employee handbooks, manuals, policy statements, whether oral or written, issued by Jasper County.

Print Name

Last four of Soc. Sec. Number

Employee's Signature

Date



Forbes Office Solutions
102 N 2nd Ave E
Newton, IA 50208
Tel: 641-792-6168 ext 119
Email: samanthaw@forbesos.com

ITEM #4
September 16, 2025 Agenda

Quote Number:

Date: 9/4/2025

Valid Until: 9/30/2025

Rep: Samantha Winchell
President

QUOTATION

Bill To:
Keri Van Zante
Director
Jasper County Conservation
1030 W 2nd St S

Ship To:
Keri Van Zante
Director
Jasper County Conservation
1030 W 2nd St S

Line #	Part Number	Part Description	Qty	Sell	Ext Sell
1	HLPLDS7230	MOD 72WX30DX29H RECTANGULAR DESK SHELL .LSL1-SLATE TEAK	3	\$209.83	\$629.49
2	HLPLPSBBF	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL .LSL1-SLATE TEAK	3	\$229.03	\$687.09
3	HLPLRS4842	MOD 48WX24DX29H RETURN SHELL .LSL 1- SLATE TEAK	3	\$141.71	\$425.13
4	X221DSSC	M/FLEX M2.1 DUAL MONITOR ARM, DYNAMIC LINKS WITH SLIDER, 12" POST, 100.100M VESA ARM S- SILVER WITH GRAY TRIM C- CLAMP MOUNT	3	\$380.16	\$1,140.48
5	61394BLKF03M04	ERA NESTING GUEST CHAIR- BLACK NESTING CHAIRS	30	\$263.15	\$7,894.50
Sub-total:					\$10,776.69
Freight- Nontaxable		Freight		\$150.00	\$150.00
Surchagre		Tariff- Hon		\$45.72	\$45.72
Surchagre		Tariff- Humanscale		\$61.59	\$61.59
Surchagre		Tariff- N9NE		\$0.00	\$0.00
Labor- Nontaxable		Labor		\$925.00	\$925.00

By signing below, I confirm that I have reviewed and approved all sizes, quantities, and finishes. Orders will not be processed until this signed form and initial payment are received.

Total: \$11,959.00

Approved By: _____
Name

Title

Date: _____

PO: _____

This quote includes all current applicable vendor tariffs and surcharges. If any new tariffs or surcharges are implemented after the date of this quote or after approval, Forbes will adjust the final invoice to reflect these changes.

Labor charges listed in this quote are estimated based on the expected scope of work. Final labor charges may be adjusted to reflect actual time required whether more or less time than the estimate. Forbes reserves the right to apply additional charges for unexpected labor or conditions beyond the original scope of work.

Once approved, all orders are non-cancelable. A 50% deposit is required at the time of order placement. The remaining balance is due within 10 days of product arrival.

Keri VanZante

From: Samantha Winchell <samanthaw@forbesos.com>
Sent: Friday, September 5, 2025 9:07 AM
To: Keri VanZante
Subject: Re: Conservation furniture bid

[NOTICE: This message originated outside of Jasper County -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Hi Keri,

Yes the freight is the charge from the manufacturer for delivery to our warehouse. The labor charge is then our assembly, delivery, and set up in your office. I haven't been in your office so I based it on what was provided. It looks like it should be a simple set up, assuming there are no stairs, tight hallways, ect. to navigate. This was also quoted with the space being empty and ready for us. If we need to assist with moving any old furniture or clearing the space we would be happy to do so, but would have an additional fee for this.

Thanks for reaching out, let me know if you have any additional questions or concerns.

Samantha Winchell
President
Forbes Office Solutions
102 N 2nd Ave E
Newton, IA 50208
P: 641-792-6168 ext. 119
C: 641-417-9726

When Your Office Needs It, We've Got It!
shop.forbesos.com

On Fri, Sep 5, 2025 at 9:01 AM Keri VanZante <kvanzante@jasperia.org> wrote:

Thanks Samantha! I see your quote has labor and freight on it- this includes begin delivered onsite and being set up in the offices?

Thanks so much!

Keri Van Zante, Director

Jasper County Conservation

1030 W 2nd St S



All Makes
 500 E. Court Avenue, Suite 150
 Des Moines, IA 50309
 Phone: 515.282.2166
 Fax: 515.282.5456
 Email/Web: www.allmakes.com

Quotation

Page: 1 of 3

Project: D8437
Proj Desc: Offices

Quote: D8437.003
Status: New

Sold To: 10907-01
 Jasper County Conservation***
 Liberty Avenue
 Newton, IA 50208

Bill To: 10907-01
 Jasper County Conservation***
 Liberty Avenue
 Newton, IA 50208
 Attention: Accounts Payable

Ship To: 10907-01
 Jasper County Conservation***
 Liberty Avenue
 Newton, IA 50208

Date Entered	Customer PO	Salesperson	FOB	Terms
07/30/2025		Erin Brant	D	Cash Before Delivery

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
1	01	HLPLDS7230	HONCO	FIXED DESKS MOD 72WX30DX29H RECTANGULAR DESK SHELL Line Note: FIXED DESKS Options: .LSL1-SLATE TEAK	3	199.83	599.49
2	01	HLPLPSBBF	HONCO	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL Line Note: FIXED DESKS Options: .LSL1-SLATE TEAK	3	218.12	654.36
3	01	HLPLRS4824	HONCO	MOD 48WX24DX29H RETURN SHELL Line Note: FIXED DESKS Options: .LSL1-SLATE TEAK	3	134.96	404.88
4	01	X221DS	HUMAS	M/FLEX M2.1 DUAL MONITOR ARM, DYNAMIC LINKS WITH SLIDER, 12" POST, 100X100MM VESA Line Note: FIXED DESKS Options: S-SILVER C-CLAMP	3	369.83	1,109.49
FIXED DESKS							2,768.22
5	01	61394BLKF03M04	STORL	NESTING CHAIRS ERA NESTING GUEST CHAIR - BLACK Line Note: NESTING CHAIRS	30	263.35	7,900.50
NESTING CHAIRS							7,900.50
6	01	*LABOR CHARGE - NON TAXABLE	IOWAOFFICE	Labor to Receive, Deliver and Install Furniture during Normal Business Hours. *Labor Charge - Non Taxable Line Note: Labor to Receive, Deliver and Install Furniture during Normal Business Hours.	1	1,425.00	1,425.00
Labor to Receive, Deliver and Install Furniture during Normal Business Hours.							1,425.00
7	01	TARIFF CHARGE	HONCO	SURCHARGE Surcharge Line Note: SURCHARGE	1	49.76	49.76
SURCHARGE							49.76
Subtotal							12,143.48
TOTAL AMOUNT -						USD	12,143.48

Deposit Required: 12,143.48



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 2 of 3

Project: D8437
Proj Desc: Offices

Quote: D8437.003
Status: New

Sold To: 10907-01
Jasper County Conservation***
Liberty Avenue
Newton, IA 50208

Bill To: 10907-01
Jasper County Conservation***
Liberty Avenue
Newton, IA 50208
Attention: Accounts Payable

Ship To: 10907-01
Jasper County Conservation***
Liberty Avenue
Newton, IA 50208

Date Entered	Customer PO	Salesperson	FOB	Terms
07/30/2025		Erin Brant	D	Cash Before Delivery

This Quote will expire on: August 29, 2025

TERMS AND CONDITIONS

ACCEPTANCE AND INCORPORATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes and is subject to All Makes full terms and conditions available at any All Makes' location and by request. Orders over \$5,000 will incur a 3% convenience fee when paid by credit card.□

DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above.□

CANCELLATION AND CHANGES. Special order merchandise is non-returnable. Cancelling or making changes to an order after acceptance will be subjected to a restocking fee. □

WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless specified by mfg. warranty. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned.□

Subtotal 12,143.48
Total 12,143.48

PRINT NAME

TITLE

SIGNATURE

DATE



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 3 of 3

Project: D8437
Proj Desc: Offices

Quote: D8437.003
Status: New

Sold To: 10907-01
Jasper County Conservation***
Liberty Avenue
Newton, IA 50208

Bill To: 10907-01
Jasper County Conservation***
Liberty Avenue
Newton, IA 50208
Attention: Accounts Payable

Ship To: 10907-01
Jasper County Conservation***
Liberty Avenue
Newton, IA 50208

Date Entered	Customer PO	Salesperson	FOB	Terms
07/30/2025		Erin Brant	D	Cash Before Delivery

Summary:

Line Note	Extended Price	Tax	Total Amount
FIXED DESKS	2,768.22	0.00	2,768.22
NESTING CHAIRS	7,900.50	0.00	7,900.50
Labor to Receive, Deliver and Install Furniture during Normal Business Hours.	1,425.00	0.00	1,425.00
SURCHARGE	49.76	0.00	49.76
Totals:	12,143.48	0.00	12,143.48



workspace
309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 84831
Quote Date 08/22/25
Customer Order
Project
Customer JASPCO
Terms Net 30

Account Representative Mason
Lundy

Quote To

Accounts Payable
Jasper County
315 W 3RD ST N
NEWTON IA 50208-2015

Ship To

Keri VanZante
Jasper County
101 1st St N Ste 105
Newton IA 50208-3227

Phone +1 (641) 521-8844
asparks@jasperia.org

Phone +1 (641) 521-2169
kvanzante@jasperia.org
Sales Location Des Moines Corporate Office

This quote includes any applicable vendor tariffs/surcharges. Should any new tariffs/surcharges arise after this quote is provided, Workspace will amend the quote to include any new tariffs/surcharges, for client approval.

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and changes to scope.

Description	Quantity	Unit Price	Extended Price
1 HLPLDS7230 - Mod 72Wx30Dx29H Rectangular Desk Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST	3	199.26	597.78
2 HLPLPSBBF - Mod 15Wx20Dx28H B/B/F Support Pedestal Select Laminate Finish: .LSL1: Slate Teak HON INDUST	3	217.49	652.47
3 HLPLRS4824 - Mod 48Wx24Dx29H Return Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST	3	134.58	403.74
4 HMASD - Dual Dynamic Monitor Arm Select Paint: .SVR: Silver Generic HON INDUST	3	404.80	1,214.40
5 HMN2 - Motivate Nest/Stack Chair-Flex Bck-Uph Seat	30	350.13	10,503.90

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

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Des Moines, IA 50309
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Quotation 84831

Page 2 / 3 (cont'd)

Description	Quantity	Unit Price	Extended Price
5 Select Arm Type: .N: No Arm Select Caster Option: .E: Standard Nylon Glide Select Back: .IM: 4-Way Black Select Shell Color: .ON: Onyx Select Upholstery: \$(1): Grade 1 Uph .CU: Centurion 10: Black Select Frame Color: .BLCK: Black Mica Texture HON INDUST			

Quotation Totals			
Sub Total			13,372.29
WORKSPACE Labor - Non Taxable - Install			1,575.00
WORKSPACE Surcharge			340.99
Grand Total			15,288.28

End of Quotation

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Quotation 84831

Page 3 / 3 (cont'd)

TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage or loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____

ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT
B.O.#: 4239

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: JASPER COUNTY, IOWA ("Customer").

RECITALS:

A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Jasper County, Iowa** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

 X Exhibit A (Pricing Summary)

 X Exhibit B (Ballot on Demand Equipment, ES&S Software and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Iowa**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

JASPER COUNTY, IOWA
P.O. Box 944 - 101 1st Street N - Room 202
Newton, IA 50208
Fax No.: 641-792-1053

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

Attest: Jenna Jennings, County Auditor

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.

b. "ES&S Software" means ES&S' proprietary Ballot on Demand Software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

c. "Ballot on Demand Equipment" means hardware and software manufactured and developed by parties other than ES&S. Ballot on Demand Equipment shall include, but not be limited to, any printers and laptop computers provided under this Agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the Ballot on Demand Equipment and licenses to the ES&S Software described on Exhibit B. The payment terms are set forth on Exhibit A. Title to the Ballot on Demand Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the Ballot on Demand Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g.,

copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Ballot on Demand Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S will charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees.**

a. **Equipment Sale and Software License Fees.** The fees for the purchase of Ballot on Demand Equipment and License of ES&S Software are set forth on Exhibit A.

**ARTICLE 3
MISCELLANEOUS**

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot on Demand Printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due

hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the Ballot on Demand Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the Ballot on Demand Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Ballot on Demand Equipment and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for Ballot on Demand Equipment and software have been paid by Customer.

3.3 **Warranty.**

a. **ES&S Software.** ES&S warrants for a one (1) year period for the ES&S Software (the "Warranty Period") it will repair any component of the ES&S Software which, while under normal use and service: fails to perform in accordance with its Documentation in all material respects. The Warranty Period will commence upon installation. If a defect or malfunction occurs in the ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S or its authorized representatives shall use reasonable efforts to restore the Software to perform in accordance with its Documentation as soon as practicable. ES&S or its authorized representatives shall restore ES&S Software at a location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Ballot on Demand Equipment.**

i. **Ballot on Demand Printer.** ES&S shall provide a warranty to the Customer for the Ballot on Demand Printer ("Printer") in coordination with the manufacturer of the Printer that shall commence upon delivery and terminate upon the earlier of: (1) one (1) year from the date of delivery (the "Maximum Coverage Period"), or (2) the end of the life of the fuser unit in the Printer. In the event that Customer desires to make a warranty claim prior to expiration of the Maximum Coverage Period, the parties shall determine if the warranty has expired by printing a printer settings sheet which displays the remaining life of the Printer's fuser unit. ES&S warrants during the Warranty Period it, in coordination

with the manufacturer of the Printer, will replace a printer which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any replaced Printer shall be warranted only for the unexpired term of the Warranty Period.

aa. **Warranty Procedures.** In the event of a potential warranty claim, Customer shall contact the ES&S Helpdesk to assess and diagnose Printer performance issues. In the event the Customer and ES&S Helpdesk are unable to resolve the issue, ES&S shall arrange for Customer to be provided with a replacement Printer. Upon receipt of the replacement Printer, Customer shall have seven (7) business days within which to return the malfunctioning Printer to the manufacturer. Customer shall be responsible for shipping and handling costs incurred in order to return the malfunctioning Printer to the manufacturer. If Customer fails to return the malfunctioning Printer within the specified timeframe, Customer shall be responsible for the cost of the replacement Printer and all shipping and handling costs for the replacement Printer. This warranty is effective provided that, (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Printer, and (II) the Printer to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Printer or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

ii. **Ballot on Demand Laptop Computer.** ES&S shall provide a one (1) year warranty to the Customer in coordination with the manufacturer of the Ballot on Demand Laptop Computer ("Laptop") that shall commence upon delivery (the "Warranty Period"). ES&S warrants during the Warranty Period it, in coordination with the manufacturer, will repair or replace any component of the laptop which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. Any repaired or replaced item of Laptop shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the laptop become the property of ES&S. In the event that the laptop fails to perform in accordance with its Documentation, Customer shall contact the ES&S Helpdesk to assess and diagnose any material defects. In the event the ES&S Helpdesk is unable to resolve the issue, ES&S will work with the Customer to return the item to ES&S, and ES&S will work in coordination with the laptop manufacturer to repair and/or replace the laptop. This warranty is effective provided that (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Laptop, and (II) the Laptop to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Laptop or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and

utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 3.3(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the Ballot on Demand Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications.

3.5 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Ballot on Demand Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.6 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.6, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.7 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the Ballot on Demand Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the Ballot on Demand Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Ballot on Demand Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.8 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if ~~either party is delayed or prevented from~~ performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.9 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.9 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.10 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.11 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.12 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer

shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, ~~negotiations~~, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Ballot on Demand Equipment, ES&S Software, and services to Customer as an independent contractor and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Ballot on Demand Equipment, ES&S Software, or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

<u>Sale Summary:</u>		
Description	Refer to	Amount
Ballot on Demand Equipment, ES&S Software, and Services	Exhibit B	\$7,625.00
Shipping & Handling		\$360.00
Total Sale before Discount:		\$7,985.00
<u>Terms & Conditions:</u>		
Note 1: Pursuant to Section 3.6, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Sale are additive and will be billed as incurred.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$7,985.00 will be invoiced upon delivery of the Ballot on Demand Printing System. Invoices are due net 30 from invoice date.		
<u>Ongoing Services:</u>		
Description		Annual Fee – First Renewal Period
Software License, Maintenance & Support Services:		
- Ballot on Demand Software Fees (See <u>Exhibit B</u> for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 10% of the previously paid fee.		\$840.00
Fees reflect a one-year term. Payment is due as set forth above and at the start of each Renewal Period.		

EXHIBIT B
BALLOT ON DEMAND EQUIPMENT, ES&S SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES

QUANTITY	DESCRIPTION	TOTAL PRICE
Ballot on Demand Software		
1	Compact Color Printer with Firmware	\$1,750.00
1	Laptop Computer with Router	\$1,725.00
Ballot on Demand Software		
X	Ballot on Demand 1-Year Software Licenses Including: BOD-Single-Ballot-Printing-Only	\$2,100.00
Ballot on Demand Services		
X	Equipment Installation	\$2,050.00
TOTAL SALE:		\$7,625.00

BRIDGE REPLACEMENT - RSB

PROJECT NO. L-H08-73-50

JASPER COUNTY

SECTION 404 PERMIT AND CONDITIONS

CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14 PERMIT NO. 2222-14M. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (HTTP://WWW.IOWADOT.GOV). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.



PLANS OF PROPOSED IMPROVEMENT
ON THE SECONDARY ROAD SYSTEM

PROJECT NO. L-H08-73-50
FHWA NO. 198010
COUNTY BR. NO. H08

INDEX OF SHEETS
1. TITLE SHEET
2. SUBSTRUCTURE PLAN
3. SUPERSTRUCTURE PLAN

JASPER COUNTY

PROJECT NO. L-H08-73-50

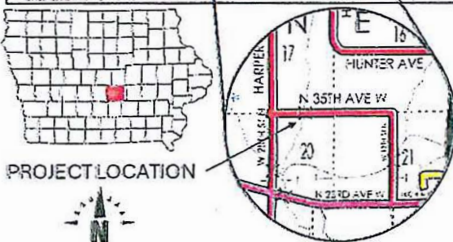
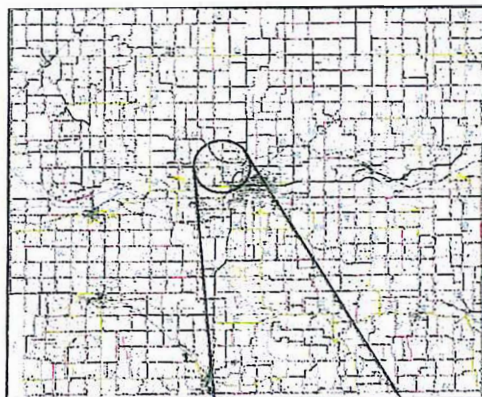
BRIDGE REPLACEMENT - RSB

On N 35th Ave W, over small stream, from W28th St N E 0.3 Miles
FHWA NO. 198010

MILAGE SUMMARY

STA. NA TO STA. NA = 80 LIN. FT.

2022. TRAFFIC COUNT = 40 V.P.D



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.	
DATE: _____	
MICHAEL J. PIROL, PE	
MY LICENSE RENEWAL DATE IS _____	
PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 - 3	

APPROVED	
JASPER COUNTY ENGINEER	DATE

BOARD OF SUPERVISORS	DATE



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this _____, by and between Jasper County, Iowa ("Landlord"), whose address, for the purpose of this lease, is 101 First St. North, Newton, IA 50208 and Heart of Iowa Regional Transit Agency (HIRTA) ("Tenant"), whose address for the purpose of this lease is 2824 104th St., Urbandale, IA 50322.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Jasper County, Iowa:

Two small offices containing approximately 230 square feet plus non-exclusive use of approximately 160 square feet of adjacent common areas located in the South-Southwest portion of the structure presently situated upon the property locally known as 2401 First Avenue East in Newton, Iowa, together with exclusive use of a small portion of the outside adjacent parking area sufficient for placement by Tenant of a small (removable) storage building to be placed by Tenant at Tenant's sole expense in a location suitable to both Landlord and Tenant,

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on October 1, 2025, and ending on September 30, 2028, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$500.00 per month, in advance commencing on October 1, 2025, and on the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 18% per annum.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
4. **USE.** Tenant shall use the premises only for nonprofit public transportation purposes for benefit of Jasper County residents and citizens.
5. **CARE AND MAINTENANCE.**
 - A. Tenant takes the premises as is, except as herein provided.
 - B. Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, and exterior decorating. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

- C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.
6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises, **except the following to be furnished by Landlord: heat, water, electricity, air conditioning, normal trash removal, sewer, cleaning services for common areas, and snow removal.** Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**
- A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
 - B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and

subrogation is waived under the owner's policy.

11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within 20 days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.
13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Brandon Talsma, Jasper County, Iowa,
LANDLORD

Heart of Iowa Regional Transit Agency
(HIRTA), TENANT

Attest:

Jenna Jennings, Jasper County Auditor

Tuesday, September 9, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples, and Nearmyer present and accounted for Chairman Talsma presiding.

Motion by Cupples, seconded by Nearmyer to reschedule the employee evaluation for Mike Frietsch, Jasper County Engineer to October 21, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to open the Public Hearing for the 1st reading on the Amendment to the current Mitigation Plan.

YEA: CUPPLES, NEARMYER, TALSMA

There were no public comments or concerns.

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to waive the 2nd and 3rd reading on the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-134 approving the current Amendment to the Mitigation Plan.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Randy Ervin, Newton City Council member addressed the Board of Supervisors concerning the demolition of the building located at 209 W. 2nd St. N. that was damaged by the Derecho. The City has been fighting the matter in court for several years and would like the Board to commit to writing a letter of support for the demolition to present to the courts.

Motion by Nearmyer, seconded by Cupples to write a letter in support for the demolition of the Derecho building located at 209 W. 2nd St. N., Newton.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Officer Training Liability Agreement with Zachary Dickenson in the amount of \$7,934.50.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-135 approving the Outside Employment Policy to be added to the handbook.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-136 approving the Timekeeping Policy to be added to the employee handbook.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-137 approving the designation of a portion of N. 115th Ave. W. commencing at W. 110th St. N. easterly to the Story County line a level "C" roadway.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Nearmyer, seconded by Cupples to approve a Standard Agreement for Professional Services with Allender Butzke Engineers for geotechnical investigation for bridges N22, R20, C19, L12, and C16.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve a liquor license for Fore Seasons Bar & Grill.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the claims paid through September 9, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Board of Supervisors minutes for September 2, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to appoint Alita Anderson to the Jasper County Board of Adjustments Commission.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Jasper County Human Resources Director, Dennis Simon in accordance with Iowa Code Section 21.5(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharged is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a close session.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to come out of closed session.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Ryan Eaton in accordance with Iowa Code Section 22.7(50) to discuss information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness developed, maintained, or held by a government body for the protection of life or property, if disclosure could reasonably be expected to jeopardize such life or property.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to come out of closed session.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a 3-year contract with the supplier discussed in closed session for the amount in the quote.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Brandon Talsma in accordance with Iowa Code Section 21.5 (1)(C) to discuss with counsel matters presently in litigation where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, specifically the consideration and adoption of a resolution concerning the pending lawsuit with Hardin County and the approval of the statement of that lawsuit and the entry of a Consent Decree with Hardin County.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to come out of closed session.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-138 concerning the pending lawsuit with Hardin County and the approval of the settlement of that lawsuit and the entry of a Consent Decree with Hardin County.

YEA: CUPPLES, NEARMYER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Nearmyer to adjourn from the regular meeting and enter into the work session.

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed the lapsed lease with HIRTA that ended March 31, 2025. Space rental has been \$487.00 per month. The Board would like to renew the lease agreement and increase the monthly fee to \$500.00 with an effective date of October 1, 2025, for three years. The Board would like the new lease to be placed on the agenda next week.

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, September 9, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman