

Harris Township reserves the right to interview any or all applicants and shall choose the best candidate available for the position. The candidate chosen must pass background, and reference checks, before a job offer will be made.

### **Temporary/Seasonal Resumes**

Resumes will be taken only through a job service agency appointed by the Township Board. Those applicants will be first reviewed and screened through them. When all applicants have completed the job service screening, those who meet the designated criteria/ qualifications, may then be interviewed by two designated Town Board Supervisors. Harris Township reserves the right to interview any or all applicants and shall choose the best candidate available for the position. The candidate(s) chosen will then need to pass a background check, and any other necessary checks, as permitted by law.

### **Employment Classification**

It is the intent of Harris Township to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Township.

All employees, and appointed employees, are classified as being either EXEMPT or NON EXEMPT under the requirements established under wage and hour federal and state law from time to time. Currently, all Harris Township employees, and appointed employees, are designated as NON EXEMPT from federal and state wage and hour laws. NON EXEMPT employees are entitled to overtime pay for overtime hours worked above and beyond 40 hours per week, as required under the specific provisions of federal and state laws.

For the purposes of payroll and personnel administration, Harris Township further classifies personnel as follows:

**Regular Full-Time Employees** are those who are not in a temporary or introductory probationary status and who are regularly scheduled to work Harris Township's full-time schedule of at least forty (40) hours per week. Compensation for regular full-time employees is normally on a per hour basis. Generally, they are eligible for the Township's benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time employees will also receive all legally mandated benefits, such as worker's compensation and Social Security benefits. All full-time employees are required to submit time sheets on a monthly basis to the Treasurer.

**Regular Part-time Employees** are those who are not in a temporary or introductory probationary status and who are scheduled to work less than forty (40) hours per week as needed, and who maintain continuous regular employment status. Compensation for regular part-time employees is generally on a negotiated basis. Regular part-time employees are eligible for the following benefits sponsored by the Township: Life

Insurance and the Pension Plan through PERA. They will also receive all legally mandated benefits, such as workers' compensation and Social Security benefits. Any exception to this section involving benefits will only apply to all employees currently working in this category. All part-time employees are required to submit time sheets on a monthly basis to the Treasurer.

**Appointed Treasurer** is appointed by the Town Board, and works between 25-30 hours every month. The appointed Treasurer is eligible for the pension plan through PERA.

**Appointed Clerk** is appointed by the Town Board, and works between 30-40 hours every month. The appointed Clerk is eligible for the pension plan through PERA.

**Town hall caretaker** is appointed by the Town Board and works up to 40 hours every month.

**Temporary Employees** are those who are hired for a specific job or for a specified period of time. Their schedule will be as needed, at the discretion of the Town Board. Temporary employees are paid on an hourly basis and are not eligible for any benefits sponsored by the Township. Temporary employees will receive all legally mandated benefits such as workers' compensation and Social Security benefits. Any exception to this section involving benefits will only apply to all employees currently working in this category. All Temporary employees are required to submit time sheets on a monthly basis to the Treasurer.

**Probationary Employees** are those who have just begun employment with the Township as full-time, part-time employees, or appointed employees. The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. During this time, employee's capabilities, work habits, compatibility with other employees, and overall performance will also be evaluated by the Town Board to determine whether further employment in a specific position or with the Township is appropriate. During this introductory probationary period, an employee can be terminated at the option of the employee or the Board of Supervisors at any time, for any or no reason, with or without notice.

#### **Introductory Probationary Period:**

All new full-time, part-time, and appointed employees work on an introductory probationary basis for the first one hundred eighty (180) days of employment. Any significant absence will, at minimum, automatically extend the introductory probationary period by the length of the absence, and may result in termination. If the Board of Supervisors determines, either because of individual circumstances or the nature of a particular job, that the designated introductory probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory probationary period may be extended one or more times for a specified period. By the same token, the introductory probationary period may be reduced if deemed appropriate.

Upon satisfactory completion of the introductory probationary period, full time, part time, and appointed employees may enter the regular employment classification.

All probationary employees should receive a performance evaluation by the Board of Supervisors or immediate supervisor(s) at the completion of the introductory probationary period. The immediate supervisor will prepare written documentation of the evaluation for the employee's personnel file.

During the introductory probationary period, new full time and part time employees are eligible for those benefits that are required by law (such as workers' compensation insurance, PERA (over a certain wage), and Social Security benefits). Also, if applicable, vacation time accrues during this period accordingly. Appointed employees are eligible for PERA.

### **Non-employees:**

**Independent Contractors, Consultants and Volunteers** perform, on contract or committee, a specific function that is usually task, project and/or term limited. Independent contractors and consultants generally work on schedules independent of Township hours, in their own offices or in the field, and are not subject to the terms typical of Township employees. Independent contractors, volunteers, and consultants do not receive benefits, nor are taxes withheld on payments to them for their services.

### **Hours of work:**

Full-time employees are regularly scheduled to work forty (40) hours per week, from 8:00 a.m. to 4:30 p.m., Monday through Friday, with a one-half hour non-paid lunch and a 15-minute break in the morning and a 15-minute break in the afternoon. Hours of work can be adjusted by their designated supervisor or by the employee with the prior permission and knowledge of their designated supervisor.

Part-time employees are scheduled to work *less than* 40 hours per week as needed, at the discretion of their designated supervisor. In the event that they work a full eight (8) hour day, they are offered a one-half hour non-paid lunch and a 15-minute break in the morning and a 15-minute break in the afternoon.

Appointed employees, and town hall caretaker are scheduled to work the designated hours on a monthly basis, as per their appointed position.

Temporary employees are scheduled to work as needed, at the discretion of their designated supervisor.

If an employee is going to be late or absent, that employee must notify their designated supervisor prior to the start of their shift. For any absence exceeding one day, the employee must call in each day, prior to their start time, unless their designated supervisor is aware that the absence will be longer than one day. In case their designated supervisor is going to be gone or unavailable, another supervisor will be appointed during the absence.

Overtime pay will be based on one and one-half of the eligible employee's regular hourly base rate, and paid after 40 or more hours of work, in a work week.

Overtime will be paid for the following, with prior approval of designated supervisor:

*Full time employees:*

- Hours worked Saturday and/or Sunday, since these are regularly scheduled days off
- Any time worked over 40 hours per week, Monday through Friday
- Hours worked on a call-out time.

*Part-time employees:*

- Not eligible for overtime pay, except as specifically required by state or federal law.

Call-out: One full time employee be available (reachable by phone) during weekends, holidays and after their regularly scheduled work hours. The employee who is available will not receive additional pay unless they are actually called out to work. In case of a call out, the employee will be compensated time and a half at a minimum of two (2) hours.

Employees are not required to attend regular monthly meetings unless requested in advance by a Board Member. \*Exception: Appointed employees are required to attend mandated meetings, as per their appointed position.

The maintenance employees, and town hall caretaker will, however, provide a written report of their daily activities, which is to be given to their designated supervisor, so that it can be included in the agenda packet.

## **Supervision**

All Employees will communicate with their designated supervisor, who will give guidance to the employee and endeavor to assist the employee to attain a clear understanding of the job assignment and the Townships expectations and to gain access to resources required to accomplish the tasks assigned. Their designated supervisor will help set weekly priorities for the employees. In the case of an emergency, their designated supervisor will be directing the employees to what needs to be done first.

## **Performance Evaluation**

The primary objective of a performance evaluation is to provide information to employees concerning their success in accomplishing the responsibilities of their jobs. To meet this objective, there needs to be open and ongoing communication between supervisors and employees.

In general, the Township's goal is to conduct a performance evaluation at the end of a regular employee's initial period of hire, known as the introductory probationary period (180 days), and to conduct a performance evaluation in April and October. The performance evaluation will provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

As stated above, it is the Board's intention to perform annual performance evaluation during the month of April. After the performance evaluation, changes to hourly wages and/or benefits may be recommended. A decision regarding such changes would then be made by the Town Board prior to the next Planning & Zoning meeting (April). Any approved changes would then become effective on the employee's next (May) check.

### **Conflict of Interest and Incompatible Activities**

Employees have an obligation to conduct work relations within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Harris Township wishes the business to be conducted. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Board of Supervisors or the Human Resources Representative for more information or questions about conflicts of interest and incompatible activities. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Harris Township's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Moreover, Township employees and officials shall not receive a gift from any "interested person." An "interested person" is a person, or representative of a person or an association, who has a direct financial interest in a decision that a local official is authorized to make. See Minnesota Statute § 471.895.

As a Township employee you have a responsibility to uphold a high standard of honesty and integrity. Employee dishonesty and theft, in any form, WILL NOT BE TOLERATED. Also, you may not engage in any activities which are inconsistent, incompatible or in conflict with the duties of your position. These incompatible activities include activities such as using your position or Township resources for personal gain or advantage, accepting money or gifts for performing your duties as a Township employee, or engaging in activities which impair your attendance or efficiency in the performance of your duties.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Board of Supervisor's as soon as possible to the existence of any actual or potential conflict of interest or incompatible activity so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Harris Township does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Township.

The employee will, however, be able to offer the kind of technical assistance, e.g. critiques of proposals, which normally falls within his/her job responsibility as an employee.

Employees who do not adhere to this policy are subject to disciplinary action up to and including termination.

### **Technology, Security & Equipment Use**

All equipment and technology is the property of Harris Township and is to be used only for business and not personal purposes. There shall be no unauthorized passcodes or log ins into any electronic devices that the employees are able to use, that are provided to them by Harris Township. The computer, including all data files and applications, are the property of Harris Township. All devices (cell phones and computers) are exclusively for business use. Users should not have any expectation of privacy with respect to any materials and information stored on the phones/computers. This policy establishes standards for the appropriate use of email and internet. Employees are expected to adhere to the highest standards when conducting Township business by email or internet. Employee email and internet use should be able to withstand public scrutiny without causing embarrassment to the Township. Employees who violate this policy are subject to disciplinary action up to, and including, termination of employment.

### **Personnel Records**

Personnel files will be kept in the Harris Town Hall, in a secure location.

### **Privacy of Employee Records**

In order to obtain and maintain necessary work-related information on employees, and to protect from any abuse of this information, the following procedures will be followed:

1. Inspection: An employee may inspect his/her personnel record, as defined within Minnesota Statue, Chapter 181, while under the observation of an officer of the Township Board. Under no circumstances may the employee remove his/her original personnel record from the presence of the Township Board member. Other administrative matters relating to personnel records, copying, corrections, etc., shall be in accordance with the provisions of Minnesota Statutes Sections 181.960 to 181.966.
2. Access to Files: Access to the physical or electronic form of employee records is restricted to the Supervisors of the Township Board.
3. Requests from Outside Sources:  
*Employment Reference Checks*: All requests for personnel records and data shall be handled in accordance with the provisions of the Minnesota Data Practices Act, Minnesota Statutes Chapter 13 and, specifically, Minnesota Statutes Section 13.43 relating to Personnel Data. The Human Resources Representative will respond in writing only to those reference check inquiries that are submitted in writing.

Responses to inquiries will be limited to public data in the form of factual information that can be substantiated by the Township records (the fact of present or past employment, dates of employment, job title or duties). No private employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

#### 4. Personnel Data Changes

It is the responsibility of each employee to promptly notify the Human Resources Representative of any changes in personnel data. Personal mailing addresses, telephone numbers, number, names and ages of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

### **Confidentiality**

All documents, files, working papers of the Township or those generated in connection with the work of the Township are the property of the Township. For purposes of this policy, confidential information means any information contained in a personnel record or any other files of the Township which cannot be made public under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Sections 13.01 et. seq. Employees are prohibited from knowingly or willingly disclosing nonpublic government data, including confidential information regarding a fellow employee. Employees are cautioned to exercise care not to disclose confidential information unintentionally by indiscreet conversation or by careless handling of personal documents. Employees who violate this policy, either purposely or through a failure to exercise reasonable care, are subject to disciplinary action up to and including immediate dismissal.

### **Employee Discipline**

The Harris Township Board will attempt to administer fair and equitable discipline for unsatisfactory conduct in the workplace. The major purpose of any disciplinary action is to correct the problem, prevent reoccurrences, and prepare the employee for satisfactory service in the future.

Progressive discipline: At the discretion of the Board of Supervisor's these steps **may** be followed:

- First offense: Verbal or written warning;
- Next offense: Probation
- Repeated offenses: Suspension without pay or termination of employment.

The Harris Township Board recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

## **Probation**

An employee may be placed on probation by the Board of Supervisors for unsatisfactory job performance which may include, but is not necessarily limited to:

1. Lack of achievement of duties as defined in the employee's job description.
2. Unsatisfactory relationships with staff, supervisors, and/or the public at large.
3. The inability to maintain a reliable work schedule as defined by each individual's position.
4. Improper use of Township property, equipment or tools

The terms and conditions of the probation shall be set forth by direction of the Board of Supervisors in writing, but in no case shall the probation period exceed thirty (30) working days. Vacation days will not be included. The period of disciplinary probation will be of sufficient length to provide reasonable opportunity for the employee to meet the conditions of the probation. Upon a written evaluation of satisfactory improvement, the probation period will end.

Placing an employee on probation is a serious and formal warning to the employee that termination will occur if the terms and conditions of probation are not satisfied. An employee who believes that his/her probation status is unwarranted should express so in writing to the Human Resources Representative with a copy to the Board of Supervisors.

Employees who have been placed on probation may not use their vacation benefits during the probation period.

## **Problem Resolution**

Harris Township strives to ensure fair and honest treatment of all employees. The Township Board and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism with suggestions for improvements.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern in writing to the Board of Supervisors or the Human Resources Representative. No employee will be penalized, formally or informally, for voicing a complaint to the Town Board in a reasonable, business-like manner.

## **Employment Termination**

**VOLUNTARY** – The Town Board recognizes that an employee may choose to terminate their employment with the Township. If an employee plans to terminate their employment, they should submit a two (2) week written resignation notice to the Township Board or the Human Resources Representative. Accrued vacation time may be scheduled during the notice period at the option of the Town Board. At the time of termination, the employee is entitled to compensation for accrued wages and unused vacation pay. In cases where the employee has authorized deductions from his/her paychecks for a deficit in accrued vacation or other financial obligations to the Township,

the amounts will be deducted from the employee's final pay. Any deductions from the final paycheck will not reduce the employee's net pay for hours worked to below minimum wage.

INVOLUNTARY – The right to discharge or release any employee at any time is retained by the Harris Township Board. Immediate discharge may result from serious infractions, or discharge may occur after disciplinary action has failed to result in improved employee performance or any other legal reasons.

LAYOFF - An employee's service may be terminated by the Town Board because of changes in the needs of the Township. In such an event, a decision will be made on the basis of Township needs as related to the employee's job functions and performance. If the needs of the Township do change and a layoff occurs, the Town Board will give the employee maximum possible notice, which will not be less than two (2) weeks.

### **Sexual or other Harassment**

Harris Township is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on any legally protected characteristic will not be tolerated. Discrimination or harassment against an individual based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age or any other form of unlawful discrimination or harassment negatively affects morale, motivation, and job performance. Moreover, no employee shall make any false accusations against any other employee or other person. Such activities are inappropriate, offensive, illegal, and will not be tolerated.

This policy is designed to insure a workplace free of discrimination and harassment. As stated above, discrimination and harassment that violate the law are clearly prohibited. In addition, our policy also prohibits disparaging comments and unprofessional behavior that may not violate the specific terms of any law, but nevertheless create an inappropriate work environment.

Any employee found to have acted in violation of this policy will be subject to appropriate disciplinary action, which may include immediate termination

### Definitions/Examples

"Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

- Submission to the undesirable conduct or communication is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment;

- That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile, or offensive work environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action; or
- Such conduct or communication occurred because of the sex of the victim even though it is not clearly sexual in nature or an explicit sexual advance.

"Racial discrimination or harassment" is defined as deliberate behavior adversely affecting an employee because of that employee's race or color. Harassing behavior or decisions which adversely impact an employee are prohibited when based on:

- Physical, cultural, or linguistic characteristics of a particular race.
- Marriage to or association with members of a given race.

"Gender discrimination" occurs when the basis for an employment decision is the employee's gender. Examples could include using gender a factor to:

- Discharge or refuse to hire an individual.
- Adversely affect an individual's compensation.
- Adversely affect terms, conditions, or privileges of employment.

"Sexual orientation discrimination" occurs when an employee is harassed, discriminated against, or retaliated against because of their sexual orientation or perception thereof. Examples of such discrimination or harassing behavior include:

- Degrading verbal or written words and comments to describe an individual's sexual orientation.
- Jokes or graphic materials that demean or devalue an individual's sexual orientation.
- Using the individual's sexual orientation as a factor in hiring, promotion or discharge.

"Age discrimination or harassment" is defined as any employment related decisions which adversely affect an individual because of that individual's age. Age discrimination includes verbal or physical conduct relating to an individual's age when the conduct, unreasonably interferes with work opportunities or otherwise adversely affects an individual's employment opportunities. Examples of such discrimination could include:

- The use of "help wanted" advertisements suggesting a desire for youthful candidates.
- Verbal comments about age or activities which characterize older employees (i.e. rigid, inefficient, lazy or accident-prone).

"Disability discrimination" exists where a person is excluded from participating in, or deriving the benefits of employment in a job for which they are otherwise qualified because of an actual or perceived physical or mental impairment. Examples are:

- Failure to make reasonable accommodations for otherwise qualified employees with a disability.
- Denial of employment or selection opportunities to qualified candidates with a disability.
- Discrimination on a basis of a previous disability.

Any employee who wants to report an incident of sexual or other harassment should promptly report the matter to any Township Board member. All sexual harassment shall be reported in writing to the Human Resources representative. If the employee believes it would be inappropriate to contact a Board member, the employee should immediately contact the Human Resources Representative. Any Supervisor who becomes aware of possible sexual or other unlawful harassment should promptly advise the Board of Supervisors or the Human Resources Representative who will investigate and handle the matter in a timely and confidential manner.

The investigation of any incident may be conducted either by the Town Board itself or by a third party designated by the Town Board who is knowledgeable in conducting such investigations. If the facts appear to support the allegations of harassment or violation of this policy, disciplinary action up to and including immediate termination may result. All reports of harassment will be handled as confidentially as possible by the Township. Any employee found to have made a false complaint of the violation of this policy or found to have knowingly given false information during an investigation of such a complaint may also be subject to disciplinary action.

Employees can raise concerns and make reports without fear of reprisal. Harris Township will not retaliate against or tolerate retaliation of an employee who files a claim under this policy. This policy applies to all of the Township's employees while performing their duties as an employee within or outside the workplace.

### **Employee Benefits**

Employees of Harris Township are provided with benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification.

## **Benefit Programs:**

The following benefit programs are currently available to Regular Full-time employees:

Paid time off for:

- Holidays
- Vacation
- Bereavement Leave
- Jury Duty Leave

Health Insurance

Life Insurance

Short-Term Disability and AD & D

Pension Plan (PERA)

Vacation Benefits

Dental and Vision Insurance coverage under Townships Insurance Program

## **Insurance Policies / Pension Plan**

For specific information about Health Insurance, Life Insurance, Short-Term Disability, Accidental Death & Dismemberment and/or the Pension Plan (PERA), please contact the Township's Treasurer.

## **Paid Holidays are as follows:**

New Year's Day (January 1)  
One-half day on Good Friday (approved 5-9-01)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Thanksgiving (fourth Thursday in November)  
Christmas (December 25)  
Two floating holidays

Harris Township will grant paid holiday time off to all Regular Full-time eligible employees immediately upon assignment to an eligible employment classification. Holiday pay for a designated holiday will be calculated on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday, and a recognized holiday that falls on a Sunday will be observed on the following Monday, unless otherwise communicated to employees.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Employees must receive prior approval of the Board of Supervisors if they see a need to work on a designated holiday. If a full time employee works on a designated holiday, he/she will receive one and one-half his/her straight-time rate for the hours worked on the holiday.

## **Vacation**

Full-time employees are eligible to earn and use paid vacation time as described in this policy. Vacation time should be approved by their designated supervisor, and requested sufficiently in advance (3 days) of the dates requested to provide continuity of operations. Employees start accruing vacation time after their initial one hundred eighty (180) day probation period, at which point vacation time shall accrue from the employee's start date. Employees shall earn vacation time in one calendar year and use it in the following calendar year.

Eligible employees are entitled to vacation with pay, which accrues according to the following chart (unless otherwise negotiated and advised in writing upon hire):

### **Vacation Accrual Chart**

<b>Period of Employment</b>	<b>Rate of Accumulation</b>
Date of hire to second anniversary of employment	Five (5) workdays per calendar year
Second anniversary of employment to Sixth anniversary of employment	Ten (10) workdays per calendar year
From Sixth anniversary of employment to Tenth anniversary of employment	Fifteen (15) workdays per calendar year
From Tenth anniversary of employment and onward	Twenty (20) workdays per calendar year

For the purposes of this policy, "day" or "workday" means eight (8) hours.

An employee whose employment terminates will be paid for any accrued but unused vacation days. Upon termination, any vacation time used but not earned will need to be paid back to the Township.

Employees may take time off without pay, with their designated supervisor's approval, after all vacation time has been used.

The Harris Town Board feels that it is important for employees to take time off, in accordance with their vacation benefit schedule and with their designated supervisor's approval, for their own physical and mental wellbeing. Therefore, it is not the intention of the Harris Town Board to pay an employee vacation pay when corresponding time is not taken off. However, the Board will consider requests to be paid for unused vacation days without taking time off, of a case-by-case basis. Rollover of vacation time is not permitted.

## **Sick Leave**

Although the Township's current employee benefit program does not provide paid time off for sick days, Regular Full-time employees may use a vacation day in lieu of a day without pay.

Sick day leaves of more than five (5) days, which may be necessary because of illness or accident, require the submission of a doctor's statement, which must indicate the expected date of return to work.

## **Bereavement Leave**

When death occurs in the immediate family, a Regular Full-time employee may request up to three (3) days off with pay. Employees will be paid the equivalent of their normal daily wages.

Employees who wish to take time off should notify their designated supervisor or Human Resources Representative as soon as possible.

The immediate family is considered to include the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, siblings, stepchildren and grandparents.

The employee must communicate the request for Bereavement leave and its timing with their designated supervisor.

## **Jury Duty**

Harris Township encourages employees to fulfill their civic responsibilities by serving jury duty when required.

Jury duty pay/compensation will be the same as a normally worked schedule for a regular full time employee, less compensation received for such jury duty. Regular full-time Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Regular full time employees are expected to report for work whenever the court schedule permits. Regular full-time employees are to provide jury duty compensation to the Treasurer so appropriate adjustments can be made on the payroll check. Regular full-time employees will be compensated for up to fifteen (15) days served for each such jury duty, less compensation received for such jury duty.

## **Township Owned Vehicles, Equipment and Tools**

All employees who operate Harris Townships owned vehicles must be an active employee of the Township and have a valid and appropriate driver's license. Any employee shall have sixty (60) days from the date of notification by the Township to acquire any required driver's license. No one other than Township employees/officers will ride or use said vehicles unless travel is a bona fide action for the benefit of the Township.

\*Personal use of Township vehicles, equipment and tools is strictly prohibited

### **Use of Equipment**

Equipment essential in accomplishing job duties is expensive and may be difficult to replace. When using Township equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Equipment should not be removed from Township property without notifying the officer responsible for it.

Employees are to notify their designated supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The employee's designated supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

### **Pay Days**

All employees are paid monthly, after the Regular monthly Town Board meeting. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Paychecks for part-time employees paid on an hourly basis will include earnings for hours as submitted for that pay period.

### **Drug-Free Workplace Policy**

It is the policy of the Harris Township that the unlawful manufacture, distribution, dispensing, possession, use or being under the influence of a controlled substance or alcohol by an employee while participating in any Harris Township activity is strictly prohibited. The term "controlled substance" refers to drugs and chemical substances such as, but not limited to, marijuana, cocaine, crack cocaine, heroin, peyote, meth, mescaline and LSD.

Any employee convicted of violating any criminal drug statute related to conduct occurring while on duty must report the same to their designated supervisor within three (3) days after the conviction. Any employee who violates this reporting requirement will be immediately terminated. Any independent contractor or consultant who violates this reporting requirement will have their contract immediately terminated.

This policy is applicable to all employees of the Township and shall be enforced by the Town Board. This policy incorporates and shall be applied in accordance with the provisions of Minnesota Statutes Sections 181.950-957 (1987), The Minnesota Drug and Alcohol Testing in the Workplace Act, as amended.

No employee shall be permitted to work or to continue to work under the influence of alcohol, marijuana, controlled substances, or other drugs which affect their alertness, coordination, reaction, response, judgment, decision-making or safety.

No employee shall operate, use or drive any equipment, machinery or vehicle of the Township while under the influence of alcohol, marijuana, controlled substances or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify their supervisor that they are not in appropriate mental or physical condition to operate, use or drive Township equipment.

No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use a controlled substance in the workplace or wherever the Township's work is being performed. The Township shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession at work or on Township premises. Where appropriate, agencies shall also notify licensing boards.

Every employee engaged in the performance of work on federal grants or contracts is required to notify the Township of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction as required by the [Drug-Free Workplace Act of 1988](#).

**Drug and Alcohol Testing:** Any alcohol and/or other drug testing undertaken by the Township shall be in accordance with [Minnesota Statutes Sections 181.950-957](#). Any employee or job applicant requested or required by the Township to undergo any type of drug testing will be required to sign a waiver form provided by the Township. The employee or job applicant has the right to refuse such testing. Refusal of drug testing will be means for withdrawal of job offer for job applicants or discipline of current employees in accordance with this policy. The Township will not request or require an employee or job applicant to undergo drug and alcohol testing, except as set forth below:

**1. Job applicant testing.**

The Township may request or require a job applicant to undergo drug and alcohol testing provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If the job offer is withdrawn, as provided in Minnesota Statutes Section [181.953, subdivision 11](#), the Township shall inform the job applicant of the reason for its action.

**2. Routine physical examination testing.**

The Township may request or require an employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two (2) weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

**3. Random testing.**

The Township may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

#### **4. Reasonable suspicion testing.**

The Township may request or require an employee to undergo drug and alcohol testing if the employer has a reasonable suspicion that the employee:

(1) is under the influence of drugs or alcohol;

(2) has violated the employer's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment, provided the work rules are in writing and contained in the employer's written drug and alcohol testing policy;

(3) has sustained a personal injury, as that term is defined in Minnesota Statutes Section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

(4) has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

#### **5. Treatment program testing.**

The Township may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the Township for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

In the event of a positive test result: An employee or job applicant may request a confirmatory retest of the original sample at the employee's or job applicant's own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the Township in writing of the employee's or job applicant's intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the Township shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or transfer the sample to another laboratory licensed under state law to conduct the confirmatory retest. The original testing laboratory shall ensure that the chain-of-custody procedures specified under state law are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

**Disciplinary Action for Policy Violations.** Any employee violating the provisions of this policy shall be subject to disciplinary action, up to and including discharge, as set forth in this policy. The following limitations on disciplinary action shall apply. The Township will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. Moreover, the Township will not discharge,

discipline, discriminate against, or request or require rehabilitation of an employee on the basis of medical history information revealed to the Township pursuant to state law unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

**Interim Disciplinary Action:** The Township reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee pending the outcome of the confirmatory test (and, if requested, the confirmatory retest) if the Township believes that it is reasonably necessary to do so to protect the health and safety of the employee, co-workers or the public. An employee who is suspended without pay will be reinstated with back pay if the confirmatory test or retest is negative. In the case of job applicants, a positive initial test result must be verified by a confirmatory test before a conditional offer of employment will be withdrawn.

**First Failed Test – Discharge:** The Township will not discharge an employee if the employee tests positive on a confirmatory test and the positive confirmatory test was the first of such result. The Township may, however, discharge an employee for whom a positive confirmatory test is the first such result where:

(1) the Township has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Township after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

(2) the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

**First Failed Test – Discipline:** The Township may take any other disciplinary action, short of discharge, which it deems warranted in the event of an employee's first positive confirmatory test result.

**Second Failed Test:** The Township may discharge an employee who tests positive on a confirmatory test and who has previously had a positive confirmatory test result. This action may be taken without first referring the employee to a chemical dependency counseling or rehabilitation program.

**Privacy of Test Results:** Test results and any other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the Township or the laboratory to another employee or to third party individuals, government agencies, or private organizations, without written consent of the employee or applicant being treated.

Evidence of a positive test result on a confirmatory test, however, may be used in an arbitration proceeding, an administrative hearing, or a judicial proceeding, provided the information is relevant to the hearing or proceeding. Such evidence may also be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation,

or order. Evidence of a positive test result on a confirmatory test may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment.

The Township will give an employee access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

The Township recognizes that there are available drug counseling, rehabilitation and employee assistance programs. Employees who may have an alcohol or other drug abuse problems are encouraged to seek assistance through these programs.

### **Visitors in the Workplace**

Employees are asked to treat public visitors cordially, and be as helpful as possible. Personal visitors are not allowed during working hours.

### **Weapons in the Workplace**

Harris Township does not allow any employee to possess guns while working, while on Township property, or while representing the Township off-site, except that an employee may carry or possess a properly permitted firearm in the Township parking area or structure. A violation of this work rule may result in disciplinary action up to and including termination of employment.

### **Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the professional image Harris Township presents to the public it serves. Employees will be provided with work shirts and jackets with the Harris Township logo on them. Appropriate clothing would include long pants, sturdy shoes and a shirt.

### **Recycling**

Harris Township supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment whenever practical.

Whenever possible, employees of Harris Township are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials.

### **Family Medical Leave**

Purpose: In the event that the Township is obligated to provide benefits, and the employee is

eligible to receive such benefits under the Family and Medical Leave Act of 1993 (FMLA), the following rules and procedures apply. FMLA provides for up to twelve (12) weeks of job protected leave to eligible employees for certain family and medical reasons. The purpose of this policy is to provide guidelines for implementation of the FMLA requirements. Terms used in this policy are intended to have the meaning set forth in the FMLA and accompanying US Department of Labor regulations.

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

1. The employee must have worked for the Township at least twelve (12) months; and
2. The employee must have worked at least 1250 hours during the twelve (12) months immediately preceding the request.

FMLA leave may be requested for the following reasons:

3. For the birth of a child, and to care for the newborn child.
4. For the placement with the employee of a child for adoption or foster care;
5. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
6. For a serious health condition that makes the employee unable to perform the essential functions of the employees job.

Eligibility for FMLA leave for birth or placement of a child expires twelve (12) months after the birth or placement of the child. Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, commence prior to actual birth or placement.

Length of Leave:

An eligible employee may qualify for up to twelve (12) weeks of FMLA leave in any 12-month period. From the 12-week maximum, any FMLA qualifying leave which the employee has taken during the twelve (12) months preceding the request, the requested leave will be subtracted to determine the maximum leave for which the employee may be eligible presently.

When FMLA leave is taken to care for a spouse, son or daughter, or parent, with a serious health condition, or for any employee's own serious health condition, leave may be taken intermittently or on a reduced schedule if shown to be "medically necessary". Where leave is taken for the birth or placement of a child for adoption or foster care, leave may be taken on an intermittent or reduced leave schedule only if the Employer agrees.

Unpaid leave:

Generally FMLA leave is unpaid. However, an employee will be required to substitute accumulated paid vacation or personal leave prior to utilizing FMLA leave.

Minnesota law allows for unpaid parental leave of up to six (6) weeks to care for dependent family member under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which an employee is eligible.

### Authorization:

An eligible employee must ordinarily provide the Employer with thirty (30) days advance written notice when the FMLA leave is foreseeable. If thirty (30) days advance notice is not possible, the employee will be required to give the Employer notice as soon as practicable which shall normally be within two (2) business days after the employee learns of the need for the leave. The Employer reserves the right to deny a leave request, absent a timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the Employer's operation.

An employee requesting leave shall provide to the Employer, in writing, the proposed date the leave is to commence, the approximate duration of the leave, and the qualifying reason(s) for the leave. The Employer will normally require medical certification to support an FMLA leave request either to care for an employee's serious health condition, or family members. The medical certification shall be provided to the Employer as soon as possible, and not more than fifteen (15) days later. The employer reserves the right to require a second opinion at the Employer's expense, as allowed by the FMLA.

The employer reserves the right to require the employee to provide re-certification of the need for the leave every thirty (30) days. Re-certification may also be required sooner than every thirty (30) days if the employee requests an extension of the leave, if there are changed circumstances regarding the nature of the medical condition, or if the Employer receives information casting doubt on the continued validity of the most recent certification. The Employer must request a medical fitness-for-duty report upon the employee's return to work.

### Benefit Continuation:

During an approved FMLA leave, the Employer's contribution to health insurance coverage shall be maintained on the same basis as coverage would have been provided if employee has been continuously employed during the entire leave period. Employees who pay a portion of their benefits must continue to pay their portion of the premiums in order to retain this coverage. If an employee fails to make their premium payment, the employee will lose coverage and will not be covered for any claims which may have occurred while on FMLA leave. However, an employee may voluntarily choose not to pay the premium and thus not retain these coverages.

An employee on FMLA leave may also continue other insurance coverages which the employee had in effect through the employer prior to going on FMLA leave. The employee will be required to pay the full cost of the premium.

The Employer's obligation to maintain health and dental insurance benefits ceases if and when the employee informs the Employer of the employee's intent not to return from leave; if the employee fails to return from leave, thereby terminating employment; or if the employee exhausts the employee's FMLA leave entitlement. In some of these situations, employees may be entitled by law to continue their health care coverage at their own expense.

Return to Work:

If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer at least two (2) weeks prior to the return from leave.

An employee returning from FMLA leave shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Benefits of employment and seniority will be resumed at the same level and in the same manner as were provided at the time the leave began. Any increases in pay or changes in benefits that are not dependent upon seniority or accrual during the leave period also must be made effective upon the employee's return to work. However, an employee on FMLA leave shall not be entitled to benefit or seniority accrual during the leave.

Failure to Return to Work:

If an employee on FMLA leave decides not to return to work, the employee shall notify the Employer as soon as it is foreseeable that the employee will not be returning to work. If an employee does not return to work for reasons beyond the employee's control or because the employee has a serious health condition which prevents the employee from returning to work, then the employee will not be required to repay health insurance premiums paid by the Employer during the FMLA leave. If the employee does not return to work for any other reason, then the employee will be required to repay the Employer for those premiums.

An employee who chooses not to return to work or is unable to return to work shall be considered to have voluntarily resigned.

**Effective Date:**

This Personnel Policy is effective immediately after adoption by Harris Township Board. Adopted this 23rd day of June, 1999.

- Amended May 9, 2001
- Amended October 27, 2004
- Amended April 12, 2006
- Amended June 13, 2007
- Amended May 11, 2011
- Amended August 28, 2016
- Amended February 8, 2017
- Amended November 28, 2018



# HARRIS TOWN BOARD OF SUPERVISORS 2019 REGULAR AND P&D MEETINGS ANNUAL TOWNSHIP MEETING

<u>Month</u>	<u>Date</u>	<u>Meeting</u>	<u>Time</u>	<u>Day</u>
January	9	Regular	7:30 pm	Wednesday
	23	P & D	7:30 pm	Wednesday
February	13	Regular	7:30 pm	Wednesday
	27	P & D	7:30 pm	Wednesday
March	12	Annual Mtg	7:00 pm	Tuesday
	13	Regular	7:30 pm	Wednesday
	27	P & D	7:30 pm	Wednesday
April	10	Regular	7:30 pm	Wednesday
	24	P & D	7:30 pm	Wednesday
May	8	Regular	7:30 pm	Wednesday
	22	P & D	7:30 pm	Wednesday
June	12	Regular	7:30 pm	Wednesday
	26	P & D	7:30 pm	Wednesday
July	10	Regular	7:30 pm	Wednesday
	24	P & D	7:30 pm	Wednesday
August	14	Regular	7:30 pm	Wednesday
	28	P & D	7:30 pm	Wednesday
September	11	Regular	7:30 pm	Wednesday
	25	P & D	7:30 pm	Wednesday
October	9	Regular	7:30 pm	Wednesday
	23	P & D	7:30 pm	Wednesday
November	13	Regular	7:30 pm	Wednesday
	27	P & D	7:30 pm	Wednesday
December	11	Regular	7:30 pm	Wednesday



10B

**MEDIACOM  
BUSINESS**

**BUSINESS FACILITIES AGREEMENT FOR CATV, MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE**

MCC Telephony of Minnesota, LLC ("Mediacom"), Harris Township (Customer"), Billing Address: 20876 Wendigo Park Rd Grand Rapids, MN 55744. Premises: The real estate and improvements commonly known as Harris Township located at 20876 Wendigo Park Rd Grand Rapids, MN 55744 (the "Premises").

Mediacom operates a cable television system serving an area that includes the Premises (the "System"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "Mediacom Services." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "Services") solely for use by Owner, employees and invitees while on the Premises.

This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "General Terms"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Term of Service*:	3 Year			
Product Description	Quantity	Monthly Rate/service	Total Monthly Rate	Install/Setup Fee
Installation charge	1	\$0.00	\$0.00	\$99.95
60/5Mbps	1	\$129.95	\$129.95	\$0.00
Commercial Wi-fi Router/Modem Service	1	\$5.99	\$5.99	\$0.00
<b>Totals:</b>			<b>\$135.94</b>	<b>\$99.95</b>

Monthly Rate and listed charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or surcharges from time to time levied upon the services or other items furnished, which will be added to invoices and are due upon activation of the applicable service.

\*THIS SERVICE TERM INCLUDES AN AUTOMATIC MONTHLY RATE INCREASE ON PRODUCT BUNDLE OR HSD SERVICE EFFECTIVE ON EACH ANNIVERSARY OF START DATE THROUGHOUT THE SERVICE TERM. THE MONTHLY RATE WILL INCREASE BY \$20 (TWENTY DOLLARS) EACH ANNIVERSARY OF START DATE.

**START DATE; EVALUATION PERIOD:** Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after the Effective Date, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The "Start Date" will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

**30 DAY MONEY BACK GUARANTEE:** Customers who are not 100% satisfied with any Mediacom Business service may disconnect during the first 30 days and receive a full refund of the monthly service fee and standard installation fee actually paid. Equipment must be returned within 7 days of termination. Non-standard installation charges, such as construction costs, are additional costs and are not part of the 30-day money back guarantee. Guarantee does not apply to Fiber, PRI or Bulk (Fiber / HSD) services.

**SERVICE AND AGREEMENT TERMS:** Unless earlier terminated pursuant to this Agreement, for billing purposes, begins on the Start Date and ends the number of months in Service Term following the Start Date. This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "Renewal Term", with all Renewal Terms and the Initial Term collectively being the "Term") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

By its signature below, each party acknowledges that it has read this Agreement (including the General Terms and incorporated terms located at [http://www.mediacombusiness.com/files/MediacomBusiness\\_General\\_Terms\\_4.pdf](http://www.mediacombusiness.com/files/MediacomBusiness_General_Terms_4.pdf)) and agrees to its terms effective as of date signed by Customer ("Effective Date").

Mediacom: MCC Telephony of Minnesota, LLC

Customer: Harris Township

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Peggy Clayton

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

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

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

Notification email: [ccb@mediacomcc.com](mailto:ccb@mediacomcc.com)

Name(s) of Authorized Representatives for Customer: Debbie Young [dyoung1@mediacomcc.com](mailto:dyoung1@mediacomcc.com) 1-800-379-7412 ext. 4514

**MEDIACOM  
BUSINESS****Commercial Facilities Agreement For CATV,  
Mediacom Online Services and Mediacom Business Phone—General Terms****1. Access to Premises**

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom ("Mediacom Facilities") and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

**2. Purchase of Services; No Resale**

Other than Customer's authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party's copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

**3. Fees and Charges**

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom's income). All recurring Monthly Service Fees are billed in advance. Nonrecurring charges are due at time of service. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System's full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom's standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys' fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

**4. Relationships With End Users**

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom's applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion ("Subscriber Terms"). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

**5. Equipment****5.1 Customer Premise Equipment Supplied by Mediacom**

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises ("CPE") with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full ("Purchased Equipment"). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer's possession or control (other than Purchased Equipment) to Mediacom.

**5.2 Equipment Not Supplied by Mediacom**

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

**6. User Software**

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or