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# **Le Sueur County, MN**

**Tuesday, April 17, 2018**

**Board Meeting**

## **Item 4**

**9:45 a.m. LuAnn Hiniker, Regional Extension Office (5 minutes)**

*MOA-Extension staff*

Staff Contact:

**Agreement  
Between the University of Minnesota  
And  
Le Sueur County  
For providing Extension programs locally and Employing  
Extension Staff**

**This Agreement** (“Agreement”) between the County of Le Sueur Minnesota (“County”) and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2019, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2019 and ending on December 31, 2021, unless earlier terminated as provided in paragraphs 8 and 9.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

<b>Program</b>	<b>FTE</b>	<b>2019 Price</b>	<b>FTE</b>	<b>2020 Price</b>	<b>FTE</b>	<b>2021 Price</b>
Extension Educator *	0.50	\$47,406	0.50	\$48,354	0.50	\$49,321
4-H Program Coordinator	1.00	\$73,780	1.00	\$75,256	1.00	\$76,761
		\$0		\$0		\$0
<b>Total</b>	<b>1.50</b>	<b>\$121,186</b>	<b>1.50</b>	<b>\$123,610</b>	<b>1.50</b>	<b>\$126,082</b>

\* For multiple Educators, list program area of responsibility:

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County.

4. University will bill the County on a quarterly basis and the County will submit payment within 35 days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four equal quarterly payments.

5. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.

6. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

7. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.

8. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of 90 days' notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

9. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of 90 days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Le Sueur County Attn: Darrell Pettis, County Administrator 88 S. Park Avenue Le Center, MN 56057-1644 Facsimile No: 507-357-6375 Email: dpettis@co.le-sueur.mn.us
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If to University:	University of Minnesota Minnesota Extension Attn: Director of Field Operations 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: byrne007@umn.edu
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10. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

11. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are

pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

12. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

13. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**COUNTY of Le Sueur**

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

## 2019-2021 Memorandum of Agreement for providing Extension programs locally and employing Extension staff.

Proposal submitted by commissioners Mike Slavik, Randy Maluchnik, Gary Overgaard and Randy Winscher

### Proposal:

Three year agreement with inflationary price adjustments of 2.2% for 2019 and 2.0% for years 2020 and 2021 for a total of 6.2% increase for years 2019-2021. No additional language changes in the agreement (other than updating calendar years).

### Background:

#### 2017 County provided Cost of Living Adjustments

With data collected from 57 counties, the average Cost of Living increase provided in Counties in 2017 is 2.36%. The range of the numbers reported is 1 – 3.5%

#### How MOA funds are utilized:

Looking at calendar year 2016, as this is the most recent complete year, MOA funds were expended as follows:

Salary – 73.2% of all MOA funds paid for salaries

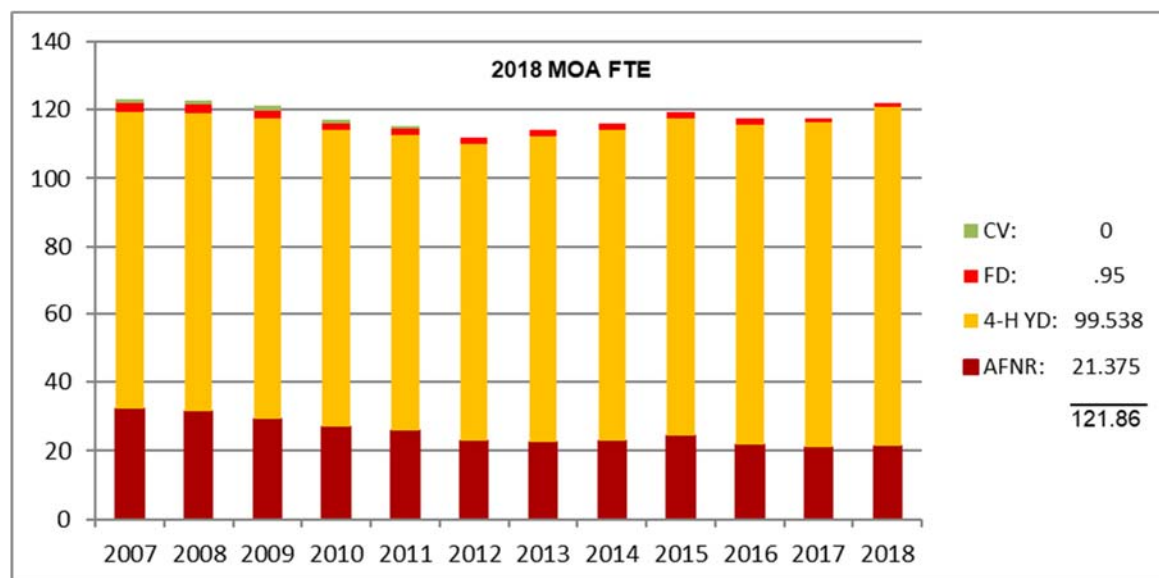
Fringe – 20.4% of all MOA funds paid for fringe costs

Non Salary/Fringe – 6.3% of all MOA funds paid for non-salary/fringe related expenses

#### How are the Non Salary/Fringe dollars used?

6.3% of a 1.0 FTE Program Coordinator amounts to \$4,548 out of the \$72,192 paid. The largest amount of the \$4,548 goes to pay the mileage, meals, lodging and other expenses of the PC. Therefore, if a PC has a monthly expense in excess of \$379 per month, the entire \$4,548 will be spent on their expenses.

After paying expenses, the remaining funds (if any) cover staff and professional development, supervision, Finance and Planning & HR support and covers other statewide expenses that benefit the County program.





**2019-2021 Local Extension Position Prices for the  
Memoranda of Agreement between Counties and  
University of Minnesota Extension**

The prices of the 2019-2021 local Extension positions are listed below. Local position contract for services staff are employees of the University of Minnesota Extension.

Key components of the 2019-2021 local positions include:

- Staff Salary and Benefits Package
- Mileage, Meals and Lodging
- Professional Development and Training
- Program and Staff Supervision
- University Payroll and Accounting Services
- Connection to University of Minnesota Research

**3-Year Agreement Pricing:**

<b>2019-2021 Local Position Prices in the Memorandum of Agreement (MOA)</b>				
Local Position Title	Full Time Equivalent (FTE)	2019	2020	2021
Extension Educator	1.00	\$94,812	\$96,708	\$98,642
	(Partial FTE)	%FTE x \$94,812	%FTE x \$96,708	%FTE x \$98,642
4-H Program Coordinator or Horticulture Program Coordinator	1.00	\$73,780	\$75,256	\$76,761
	(Partial FTE)	%FTE x \$73,780	%FTE x \$75,256	%FTE x \$76,761

Program funders can choose the local position title based on the position description and responsibilities.

- Changes in FTE level, position title, adding or deleting positions or changes in the funding source require an addendum signed by the county and Extension.

*University of Minnesota Extension is an equal opportunity educator and employer*