

ORIGINAL

MEMORANDUM OF UNDERSTANDING

between

Florida Cooperative Extension Service,

Institute of Food and Agricultural Sciences,

University of Florida and

The Board of County Commissioners of

Indian River County, Florida

STATE OF FLORIDA
INDIAN RIVER COUNTY

THIS IS TO CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS
OFFICE.

JEFFREY K. BARTON, CLERK

BY Maria J. Sullog
DATE 3-9-05

The Florida Cooperative Extension Service was established as a part of the Institute of Food and Agricultural Sciences of the University of Florida by Federal and State legislation for the specific purpose of "extending" the educational service of the University to the people of the State of Florida on subjects relating to agriculture, family and consumer science, 4-H and youth, community and natural resource development, energy and sea grant programs. The laws calling for the creation of extension programs were specifically designed to ensure that the findings of research in these areas were communicated to the people in their communities.

To assure that educational programs offered by the Florida Cooperative Extension Service meet the needs of local clientele, it is important that both elected and appointed officials of the Florida Cooperative Extension Service and the Board of County Commissioners understand their respective responsibilities and relationships in the conduct of this work.

This Memorandum of Understanding establishes the responsibilities and relationships that exist between the Florida Cooperative Extension Service (hereinafter call "Extension" or "University") for all County Extension faculty initially employed after August 2003, and the Board of County Commissioners of Indian River County (hereinafter called the "Board" or the "County").

The parties agree as follows:

A. Hiring County Extension Faculty

1. Extension and the Board will jointly agree on whether to fill vacancies in positions of County Extension Faculty.
2. Extension will establish minimum requirements and qualifications for the employment of County Extension Faculty.
3. Extension will receive and examine applications for employment for County Extension Faculty.
4. Extension will interview and screen applicants to determine their qualifications and availability for employment as County Extension Faculty.
5. Extension will recommend to the Board qualified applicants for appointment to vacant or new County Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.

B. Salaries of County Extension Faculty

1. University and the County will each pay its own respective portion of all salaries for County Extension Faculty but will not be responsible for payment of the other party's portion. Specifically, the County shall pay not more than 40% of the and the University shall not pay less than 60% of salaries for Extension Faculty unless otherwise agreed by both parties in writing.
2. Extension will determine the total amount of the starting base salary of each County Extension Faculty member.
3. Before hire, the Board and Extension will jointly agree on the portion of the base starting salary of each County Extension Faculty member that each party will pay. After initial hire, each party will determine future salary adjustments for its portion of the total salary, except with respect to promotion increases, which will be determined as set forth in paragraph B.4. Each party may, at its sole discretion, pay a bonus at any time to County Extension Faculty member(s), as a

non-base salary increase, provided that such party will be solely liable for the payment of such bonus.

4. Extension will determine the total dollar amount of rank promotion salary increases for promotion to Agents II, III, and IV. The County will pay that percentage of the rank promotion salary increase that is equivalent to the percentage of the County Extension Faculty member's salary the Board was paying immediately prior to the effective date of the increase. Extension will pay the remainder of the rank promotion salary increase.

5. County agrees to pay its percentage share of any annual cost of living adjustment that the University grants the Extension Faculty provided that the total cost of living adjustment paid by Extension and County does not exceed the percentage cost of living adjustment amount the County pays to its employees on an annual basis.

C. County Extension Faculty Support by Extension

1. Extension will provide County Extension Faculty with official envelopes, bulletins (designed for free distribution), leaflets and other publications for educational purposes.
2. Extension will provide the leadership for administration and supervision of Extension programs and County Extension Faculty.
3. Extension will develop and administer a personnel management plan for County Extension Faculty that will provide for:
 - a. The annual review of each County Extension Faculty member's performance.
 - b. Counseling for job improvement where needed.
 - c. Periodic county program reviews.

The personnel management plan shall provide for a coordinated review between representatives of the County and the Extension of both personnel and county

programs.

4. Extension will provide State Extension Subject Matter Specialists to train County Extension Faculty in current technology and other changes affecting agriculture, family and consumer science, 4-H, community and natural resource development, energy and sea grant programs and to assist them in the conduct of work in these areas.
5. Extension will provide County Extension Faculty with training programs as appropriate to maintain effective program delivery.
6. Extension will develop and maintain a County Advisory Committee System to insure that county Extension programs are based on the particular needs of the people in the county.
 - a. The County Extension Director will appoint members to an Overall Advisory Committee that represents local communities' and clientele interests in the County. This Committee will serve the purpose of providing advice to the County Extension Faculty regarding community issues that should be addressed through Extension programming and providing assistance in obtaining support for these programs. The Overall Advisory Committee will contain representatives from the Program Advisory Committees.
 - b. Each Agent will also appoint members to Program Advisory Committees which will serve the purpose of providing grassroots advice regarding clientele needs and on the planning, legitimization, implementation, evaluation and accountability in a particular program area, and obtaining support for these programs.
7. Extension will provide funds for official travel expenses and per diem of County Extension Faculty for in-service training and for other out-of-county program development meetings selected by Extension.

D. County Extension Faculty Support by County

1. The Board will provide office space and equipment, secretaries and other clerical personnel, utilities, telephone, office supplies, funding for official county travel (except as otherwise provided herein with respect to in-service training), demonstration materials and other items needed for efficient operation of the County Extension Office and program.
2. The Board will also confer and advise with the District Extension Director and County Extension Directors and Overall Advisory Committee relative to county Extension programs.

E. Office Policies

1. The policies established by Indian River County, in administering leave, including annual, sick, civil, holiday, and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply to County Extension Faculty.
2. County policies will apply with respect to office hours and holidays for County Extension Faculty.
3. Extension and the Board will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices.
4. Extension and the Board will remain separately responsible for compliance with the American Disabilities Act at their facilities. Each party remains responsible for providing access to any facility or building owned by such party in compliance with the American Disabilities Act.
5. County Extension Faculty will not be classified under a county classification system, and therefore, will not be eligible for or participate in any step raises associated with such county classification system.

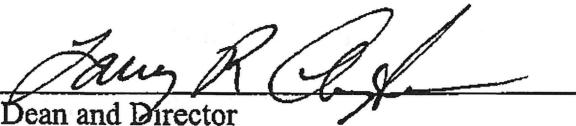
F. Miscellaneous

1. This Memorandum of Understanding shall be amended only by written amendments, which must be signed by both parties.
2. Either party may terminate this agreement without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.
3. This agreement shall be effective on _____.

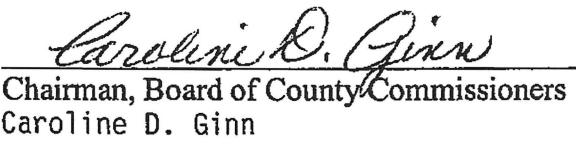

Vice President

Institute of Food and Agricultural Sciences
University of Florida

10/04/04
Date


Dean and Director

12/2/04
Date


Chairman, Board of County Commissioners
Caroline D. Ginn

Approved by BCC October 19, 2004

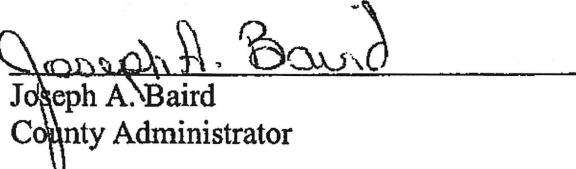
October 19, 2004
Date

Attest: Jeffrey K. Barton, Clerk of Circuit Court

By: 
Deputy Clerk

Approved as to Form and Legal Sufficiency


William G. Collins, II
County Attorney


Joseph A. Baird
County Administrator

Indian River Co.	Approved	Date
Administration		<u>10-14-04</u>
Legal		<u>10/13/04</u>
Budget		
Department		<u>10/13/04</u>
Risk Mgt.		