# REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

**Tracking Number:** 4.

**Date of Request:** September 18, 2007

**Board Meeting Date Requested:** October 1, 2007

**Short Title:** Memorandum Of Understanding Between Pender County Government And North Carolina Cooperative Extension

**Background:** The Memorandum of Understanding (MOU) between counties and North Carolina Cooperative Extension has been standardized, updated and presented to all counties for implementation. The new MOU was developed by a team that included representation from the North Carolina Association of County Commissioners (NCACC), the NC Coopertive Extension Program at NC A&T State University, and the NC Coopertive Extension Service at NCSU.

Sigificant changes in the MOU include: 1) it moves all Cooperative Extension employees to one uniform payroll system to reduce benefit and policy disparities; 2) it requires all new hires to be payrolled as "send in" employees through either NCSU or NCA&TSU; and 3) it creates a "lock in" option whereby counties can establish fixed cost share percentages that remain constant throughout the life of the agreement.

Pender County is currently both a send in and a lock in county, therefore, there is no significant change.

If the new MOU is signed by October 1, 2007, it goes into effect on January 1, 2008.

**Specific Action Requested:** Approve the MOU.

Requested by: Lori A. Brill
Department: Administration
Title: County Manager
Contact Phone: 910-259-1200
Contact Fax:

**Date Request Received:** September 18, 2007

**Board Meeting Date Assigned:** October 1, 2007

**Request Status:**
- ☒ Request is proceeding to Board of Commissioners
- ☐ More information is needed – see attached
- ☐ Request on hold – no further information needed
- ☒ Other: Consent Agenda.

*(Administrative Use Only)*

**CONTRACT TYPE**

- ☐ Renewal
- ☐ Revision
- ☐ For Service(s)
- ☐ For Equipment
- ☐ Intergovernmental – County as Grantee
  - ☐ Federal Grantor
  - ☐ State Grantor
  - ☐ Grant or
- ☐ County as Grantor
  - ☐ County Funds
  - ☐ Other Funds:

**PURCHASING**
Date Rec'd:
Budgeted Item: ☒ Yes ☐ No
- ☐ Reviewed and Approved
- ☐ Comments on Reverse

Date Sent:
Signed:

**ATTORNEY**
Date Rec'd:
- ☐ Reviewed and Approved
- ☐ Legal Problem(s)
- ☐ Comments on Reverse

Date Sent:
Signed:

**FINANCE**
Date Rec'd
Sufficient Funds
- ☐ Available
- ☐ Not Available
- ☐ Budget Amendment Necessary
- ☐ Budgeted Amendment is Attached
- ☐ Comments on Reverse

Date Sent:
Signed:

**CLERK**
Signature(s) Required:
- ☒ Board Chairman/County Manager
- ☐ Other:

Date Rec'd
Approved by Board: ☐ Yes ☐ No
At meeting on

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

LAB
INITIALS

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

the Memorandum of Understanding between Pender County Government and North Carolina Cooperative Extension is approved. The County Manager is authorized to execute any/all documents necessary to implement the resolution.

AMENDMENTS

MOVED_____SECONDED_____

APPROVED_____DENIED_____UNANIMOUS

YEA VOTES: Rivenbark_____Blanchard_____Brown_____Tate_____Williams_____

_____ 10/1/07
F.D. Rivenbark, Chairman Date

_____ 10/1/07
Attest Date

**North Carolina** Cooperative Extension Service

**NC STATE** UNIVERSITY

**College of Agriculture and Life Sciences**

Office of the Director
Campus Box 7602
Raleigh, NC 27695-7602
919.515.2811, 2812, 2813
919.515.3135 (fax)

**TO:** County Managers
County Extension Directors

**FROM:** NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS

David Thompson
Executive Director, NC Association of County Commissioners

NC STATE UNIVERSITY A&T STATE UNIVERSITY COOPERATIVE EXTENSION

M. Ray McKinnie, Administrator/Associate Dean for Extension, NC Cooperative Extension Program, NC A&T State University

Jon F. Ort, Assistant Vice Chancellor, Associate Dean, & Director, NC Cooperative Extension Service, NC State University

**DATE:** September 6, 2006

**SUBJECT:** New Memorandum of Understanding between County Governments and North Carolina Cooperative Extension

We are pleased to deliver a new Memorandum of Understanding (MOU) to you. As you know, this document serves as the structure of the cooperative relationship created between local, state, and federal governments committed to bringing research-based knowledge from NC A&T State University and NC State University to the citizens of each county, the Cherokee Reservation, and the entire state of North Carolina through North Carolina Cooperative Extension (NCCE).

Times change, and as such, our cooperating entities are called upon to give due diligence to having a sound basis for how our respective operations work together. Jointly, we must periodically review our partnership to ensure we are working from an accurate reflection of the relationship. To accomplish this review, a team representing the North Carolina Association of County Commissioners (NCACC), the NC Cooperative Extension Program at NC A&T State University, and the NC Cooperative Extension Service at NC State University, has met regularly over the past two years. Our goal was to identify

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

each entity's needs and concerns as it relates to the operation of our partnership, as well as to scrutinize the underlying MOU document itself. Through these meetings, we collaboratively updated the document for a more effective MOU that is simultaneously reflective of our strong collaborative partnership.

This new MOU is presented to you now for your implementation. We are delivering this package of information to all County Managers and all County Extension Directors today. County Managers, you can expect the County Extension Director in your county to make an appointment with you within the next three weeks to discuss this important document. County Extension Directors, you are tasked with the responsibility of setting this meeting and addressing any concerns or questions. Together, each of you is asked to ensure that this document is presented to your Board of County Commissioners for its timely approval and adoption.

Enclosed you will find the new MOU itself. We have included a synopsis of the changes made between the former MOU and Memorandum of Agreement (MOA) and this updated version. In reviewing it, you will see that the new MOU is a combination of the two former documents, but other than that, does not differ significantly from the past versions.

A significant change in the MOU is that it begins to move all Cooperative Extension employees to one uniform payroll system. This change is critical to reduce benefit and policy disparities between NCCE employees across the state. The decision was made collaboratively and retains the option for counties to continue to control their portion of salary increases.

The new document requires all Cooperative Extension new hires to be payrolled through either NCSU or NCA&TSU. This is process is called "send-in." All current Extension employees in non-send-in (known as "regular") payroll arrangements as of October 1, 2006, will have two open-window options in which to convert from "regular/non-send-in" to "send-in" per their respective individual choices. The two open window periods will coincide with the State of North Carolina's NCFlex Open Enrollment period in Fall 2006 and Fall 2007. The effective date for the change would then be the January 1 of the following year.

The new MOU must be signed no later than November 1, 2006, for a January 1, 2007, implementation, or no later than October 1, 2007, for a January 1, 2008, implementation. After October 1, 2007, the transitional windows will not be available again unless the total number of "regular" employees across the state drops below fifty (50) as determined yearly on March 1. If the total number of

"regular" employees across the state is less than 50 at that time, then respective County Boards will be contacted to notify of the need to switch these remaining employees to "send-in".

In addition to the actual document, we have included other information you may find helpful in your upcoming discussions and implementation of this new document. Please know that members of the Committee are available to answer questions about the changes in the new MOU and how its implementation will affect Extension operations within your county.

Through the discussions we have had in this review process, we felt that keeping this form of positive, joint problem solving and communication going into the future was important and beneficial. To this end, a Joint NCACC and Cooperative Extension Partnership Committee is established in the implementation of this new MOU. The Partnership Committee's membership will be comprised of representatives from all three organizations, and will meet at least twice a year to enhance future communications and to cooperatively address mutual issues and needs. This Partnership Committee is a testament to the value this collaboration brings to the people of North Carolina. Of all the items in the new MOU, the establishment of this joint committee is perhaps our most important accomplishment.

We would be remiss if we did not take this opportunity to acknowledge and extend our appreciation to the members of the Committee who have served over the past two years. They are:

Charles Abernathy, County Manager, McDowell County
Ron Aycock, former Executive Director, NC Association of County Commissioners
Donald Cobb, District Extension Director, North Central District
Ed Emory, County Extension Director, Duplin County
Brent Henry, County Extension Director, Wake County
Randy Keaton, County Manager, Pasquotank County
Tom Lundy, County Manager, Catawba County
Larry Meadows, County Manager, Jones County
M. Ray McKinnie, Administrator/Associate Dean for Extension, NC Cooperative Extension Program
Jon Ort, Assistant Vice Chancellor, Associate Dean and Director, NC Cooperative Extension Service
Vicki Pettit, Executive Assistant, NC Cooperative Extension Service

Jacqueline Roseboro, County Extension Director, Columbus County
Mike Ruffin, County Manager, Durham County
Rodney Sawyer, County Extension Director, Currituck County
Sheri Schwab, Associate Director of CALS Personnel, NC State University
Celvia Stovall, Associate Director, NC Cooperative Extension Program
David Thompson, Executive Director, NC Association of County Commissioners
Joseph Zublena, Associate Director and Director of County Operations, NC Cooperative Extension Service

Again, we celebrate with you the accomplishment of this new document and what it represents: a strong and successful Cooperative Extension program that continues to positively impact the citizens of North Carolina.

DT:MM:JO/ss
Enclosures

# MOU Summary of Changes

**September 6, 2006**

***Part I***

[4] and [5]: Combined former MOU 4, 5, and 6. In the new 4 and 5, changed *"Recommend to..."* to *"Consult with...."*\ Renumbered the section to reflect the deletion of former #6.

[15]: Removed Community Advisory Leadership System information. Added documentation of the annual *"Report to the People"* by CES/CEP to the respective Boards.

***Part II***

[5]: Changed "Confer and advise with" language to *"Provide regular input...on the particular needs of the county...."*

***Part III***

[1]: Changed *"will be worked out in"* to *"will be made after consultation between...* to *"will be made in consultation between."*

[2]: Added that each party will be responsible for complying with applicable laws.

[3]: Added that each party will cooperate in applying the AA/EEO plans of CES or CEP.

[4]: Added that Extension employees will be governed by the Leave Policies of the Universities and OSP, including FMLA, FIL, and items *"related to the earning rates, payout timing and amounts, and administration of"* leave. Changed *"amounts"* to *"computation."* Added *"Educational leave for EPA employees, as provided under University policy, will be reviewed in consultation with the County."*

[6]: Moved old #4 to new §6. Changed *"Agents..."* to *"employees...."*

[7] and [8]: Old Memorandum of Agreement (MOA) is merged into the new MOU.

[7.1]: Describes the conversion to send-in payrolling for [7.1.1] all new hires, [7.1.2] transition of current Extension employees over 2 open-enrollment periods in 2006 and 2007, [7.1.3] all transfers, [7.1.4] at such time that total non-send-in employee population drops below fifty (50) across the state.

[7.2]: Added *" and former Federal Appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU or NCA&TSU."*

[7.3.4]: Clarified that it would be *"severances, if any, based on reductions-in-force (RIFs) as approved under OSP guidelines..."*

[7.3.5]: Added *"and any bonus leave balance as explicitly approved per each county per year granted,..."*

[7.3.7]: Changed *"compensatory time"* to *"extra time and overtime to non-FLSA exempt employees"*

[8]: Created to move the optional Lock-in Provision into the main document.

[9]: Created on-going Partnership Committee to address future Partnership issues and initiatives.

# "Regular" County Employee Distribution
## as of 7/1/2006

| | | |
|---|---|---|
| **West District** | **13 Employees in 2 of 16 Counties** | |
| | Madison | 7 |
| | Yancey | 6 |
| **South West District** | **62 Employees in 10 of 14 Counties** | |
| | Alexander | 6 |
| | Burke | 5 |
| | Caldwell | 6 |
| | Cleveland | 8 |
| | McDowell | 6 |
| | Rutherford | 6 |
| | Catawba | 5 |
| | Gaston | 7 |
| | Iredell | 9 |
| | Polk | 4 |
| **North West District** | **55 Employees in 6 of 14 Counties*** | |
| | Rowan | 6* |
| | Alamance | 6 |
| | Davidson | 9 |
| | Forsyth | 13 |
| | Rockingham | 7* |
| | Surry | 7 |

*Rockingham switched to send-in as of 8/1/2006. *Rowan will switch to send-in as of 1/1/2007.

| | | |
|---|---|---|
| **North Central District** | **45 Employees in 6 of 14 Counties** | |
| | Johnston | 10 |
| | Vance | 5 |
| | Wilson | 6 |
| | Person | 7 |
| | Durham | 7 |
| | Orange | 10 |
| **South Central District** | **32 Employees in 7 of 14 Counties** | |
| | Columbus | 7 |
| | Cumberland | 5 |
| | Richmond | 2 |
| | Robeson | 6 |
| | Harnett | 6 |
| | Stanly | 3 |
| | Bladen | 3 |
| **North East District** | **40 Employees in 8 of 16 Counties** | |
| | Camden | 3 |
| | Dare | 5 |
| | Martin | 6 |
| | Pasquotank | 7 |
| | Tyrrell | 4 |
| | Washington | 1 |
| | Beaufort | 7 |
| | Northampton | 7 |
| **South East District** | **0 Employees in 13 Counties** | |
| | NONE | |

NC STATE UNIVERSITY
A&T STATE UNIVERSITY
COOPERATIVE EXTENSION
*Helping People Put Knowledge to Work*

# MEMORANDUM OF UNDERSTANDING

**Between**
**The Board of County Commissioners**
**and**
**The North Carolina Cooperative Extension Service**
**North Carolina State University**
**and**
**The North Carolina Cooperative Extension Program**
**North Carolina A&T State University**

NC STATE UNIVERSITY

## PREAMBLE

The North Carolina Cooperative Extension Service (NCCES) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state on subjects related to agriculture and natural resources, family and consumer sciences, 4-H and youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the state.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A&T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program (NCCEP) as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

While representing two separate Universities, the North Carolina Cooperative Extension Service (NCSU) and the North Carolina Cooperative Extension Program (NCA&T) work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

Legislation further provided for a cooperative relationship among three levels of government–federal, state, and county–to ensure that the needs of all three levels are addressed.

The primary purpose of North Carolina Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information–particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; to protecting the environment and natural resources; and to empowering youth and families to lead healthier lives and become community leaders. This is accomplished by Cooperative Extension employees who are charged with carrying out the extension education programs of the university and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. This includes work with adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in the conduct and funding of this work. To this end, the following portions of this Memorandum of Understanding will detail the individual relationships and mutually agreed upon responsibilities of NCSU, NCA&T and each county that signs this agreement.

# Part I.
## The North Carolina Cooperative Extension Service and the North Carolina Cooperative Extension Program will:

1. Establish minimum requirements and qualifications for employment in Extension work.

2. Receive and examine applications for employment.

3. Interview and screen applicants to determine their qualifications and availability.

4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Extension positions.

5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries of all Extension employees, including County Extension Directors, Extension Agents, Extension Paraprofessionals, Extension Secretaries, and any other Cooperative Extension-based positions.

6. Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.

7. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each fiscal year.

8. Provide funds for official travel necessary to conduct Extension work to the extent that funds are available and for purposes authorized by state and federal policies.

9. Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.

10. Accept responsibility and provide the leadership for administration and supervision for Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements.

11. Develop and administer a personnel management plan that will provide the annual review of each worker's performance, counseling for job improvement where needed, and periodic county program reviews.

12. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development and to assist them in conducting work in these areas.

13. Provide Extension workers with training programs as needed to maintain effective program delivery.

14. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Extension programs are based on the particular needs of people in their respective county.

15. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Extension programs and work accomplished.

## Part II.
## The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Extension personnel.

2. Comply with the State of North Carolina's Worker's Compensation Act, N.C. General Statute § 97-2(2).

3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and program; and comply with the accessibility provisions of the Americans with Disabilities Act.

4. Review and consider the annual budget request from NCCES/NCCEP, and take appropriate action by July 1 of each fiscal year.

5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Extension programs are based on specific needs and meet county programming plans.

## Part III.
## The North Carolina Cooperative Extension Service, the North Carolina Cooperative Extension Program, and the Board of County Commissioners mutually agree:

1. That all county Extension employment appointments and separations will be made in consultation between NCCES, NCCEP, or both (based on funding of the position), and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.

2. That the Board of County Commissioners and NCCES/NCCEP shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.

3. To cooperate in applying affirmative action and equal employment opportunity plans of NCCES/NCCEP.

4. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System be used in granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel. Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.

5. That Extension employees will follow county policies relative to office hours, office closings for inclement weather and holidays, and for the management and use of county property.

6. That Extension employees will not be classified under a county classification system.

7. Send-in Provisions of the Cooperative Arrangement

7.1. Transitioning to Send-In

7.1.1. All new hires to Cooperative Extension beginning January 1, 2007, and thereafter, will be covered under the "send-in" payroll arrangement provisions as outlined below.

7.1.2. All current Extension employees in non-send-in payroll arrangements as of October 1, 2006, will have two open-window options in which to convert from "non-send-in" (also known as "regular") to "send-in" per their respective individual choices. There will be two annual conversion windows in which the employees will make their choice. These two annual windows will coincide with the annual NC Flex open-enrollment dates for 2006 and 2007 as published by NC Flex. Employees must communicate their desire to change to "send-in" by submitting an official request form available from the College of Life Sciences Personnel Office at NCSU or NCCEP Administrative office. The change will be effective January 1 of the year following the communication of their choice, either 2007 or 2008. The employee must utilize the NC Flex open-enrollment period to change any applicable benefits except for retirement contributions and health insurance. Outside of these two specific open-enrollment periods, current employees will (1) remain in their respective county's payroll arrangement for the remainder of their employment in their respective county, or (2) change to "send-in" under the provisions outlined in 7.1.3. or 7.1.4. below.

7.1.3. Effective January 1, 2007, and thereafter, all current Extension employees transferring between counties into other Extension positions will be converted to "send-in" upon transfer to the new County.

7.1.4. NCCES/NCCEP will review the total population of non-send-in employees across the state annually each March 1. At such time that the total number of Extension employees across the State falls to or below 50, irrespective of the individual count in any one county, all remaining non-send-in employees will be converted to "send-in" effective January 1 of the next year. NCCES/NCCEP will notify in writing the respective Boards and County Managers by May 1, so that arrangements can be considered in time for the changing fiscal years beginning July 1.

7.2. Establishing Accounts to Operationalize the Send-In Process

To operationalize the "send-in" payroll arrangement, NCCES/NCCEP will establish a Trust Fund Account for the County at NCSU/NCA&T that will serve as the vehicle for the transfer of funds from the County to NCSU/NCA&T for use in paying the county's agreed-upon share of salary and benefits for Extension personnel.

7.2.1. Procedure for Providing Funds to the Account

A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Associate Director of Cooperative Extension via the appropriate District Extension Director. The County Finance Officer,

or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences Personnel Office or the NCA&T Personnel Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

7.2.2. Administration of the Account

The trust account will be maintained in accordance with the respective NCSU or NCA&T accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office or the NCA&T College of Agriculture and Environmental Sciences Business Office, respectively, to ensure the month-end account balance remains zero.

7.3. Employee Benefits

7.3.1. Retirement Benefits

All "send-in" Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU or NCA&T employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU or NCA&T.

7.3.2. Taxes and Fringe Benefits

The County will be responsible for providing their proportional share of fringe benefits for all send-in Extension personnel, including but not limited to the following:

7.3.2(a) Employer contributions to all applicable Federal and State taxes.

7.3.2(b) Employer contribution to the State Retirement System per N.C. General Statute §135, or to the Optional Retirement Plan per N.C. General Statute §135-5.1.

7.3.2(c) Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

7.3.3. Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2).

7.3.3(a) The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

7.3.3(a)(1) All secretarial and any other positions designated as SPA (subject to the State Personnel Act); and

7.3.3(a)(2) All Program Assistants/Associates who are not funded

by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.

7.3.3(b) NCSU/NCA&T will provide full and direct coverage for their respective Extension employees subject to the respective University's workers' compensation insurance within the respective University's insurance program. Extension employees for whom the respective University will maintain workers' compensation coverage are the following:

7.3.3(b)(1) All County Extension Directors and Extension Agents.

7.3.3(b)(2) All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

7.3.4. NCSU/NCA&T will process severance pay under reductions-in-force (RIFs) as approved under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.

7.3.5. The County will pay its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSP and/or UNC System guidelines, and any bonus leave balance as explicitly approved per each county per year granted, upon an employee's separation.

7.3.6. The County will pay its proportional share of state longevity for SPA employees upon an3employee's service anniversary date.

7.3.7. The County will pay its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Extension employees that are subject to Fair Labor Standards Act or North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

7.4 Optional County-paid Salary Increases or Bonuses to Extension Personnel

At their discretion, Counties may award additional permanent salary increases or one-time pay awards to Extension Personnel. If this is so desired by the County under the "send-in" payroll arrangement, this action must be communicated to the appropriate District Extension Director's office no later than the first of any month in which the desired increase or bonus is to be applied.

8. **Optional Lock-in Provision**

This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.

8.1 Salary Adjustments for SPA Employees under the Lock-in Provision
County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for state employees as approved by the General Assembly will serve as the basis for compensation adjustments and both the County and NCSU/NCA&T will adhere to the lock-in plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

8.1.1. Across-the-board adjustments,
8.1.2. Cost-of-living adjustments (COLA),
8.1.3. Merit adjustments,
8.1.4. Bonuses (in any form conveyed), and
8.1.5. Promotion, classification, market, or equity adjustments.

8.2. Salary Adjustments for EPA Employees under the Lock-In Provision
County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for University employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU/NCA&T will adhere to the plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

8.2.1. Across-the-board adjustments,
8.2.2. Cost-of-living adjustments (COLA),
8.2.3. Merit adjustments,
8.2.4. Bonuses (in any form conveyed), and
8.2.5. Promotion, classification, market, or equity adjustments.

8.3. Enacting the Lock-in Provision
By signing at this section separately, the County and NCSU/NCA&T shall adhere to the following provisions, guidelines, and procedures.

Salary and Benefits
Salaries and benefits, as delineated above in 7.3, may be split on the basis of either (Option A) type of employee (EPA and/or SPA), or (Option B) individual position.

The County and NCSU/NCA&T agree on the following proportional salary and benefits funding percentages, applicable throughout the duration of this Memorandum of Understanding:

8.3. **Option A.**

All EPA employees_____ % County _____ % NCSU/NCA&T

All SPA employees_____ % County _____ % NCSU/NCA&T

* any position added to this county's staff of Extension Personnel subsequent to the effective date of this Agreement will adhere to the above percentages.

Board Chair or County Manager Signature Printed Name Title Date

***Signature for Option A Lock-in Provision ONLY***

**OR**

8.3. **Option B.** Each position shared per the list of detailed percentages below:

| | | | | |
|---|---|---|---|---|
| County Extension Director | 37.47 | % County | 62.53 | % NCSU/NCA&T |
| Extension Agent - 4H | 35 | % County | 65 | % NCSU/NCA&T |
| Extension Agent - Horticulture | 35 | % County | 65 | % NCSU/NCA&T |
| Ext. Agt. - Family Consumer | 35 | % County | 65 | % NCSU/NCA&T |
| Ext. Administrative Asst. | 42.90 | % County | 57.10 | % NCSU/NCA&T |
| Ext. Secretary II | 42.90 | % County | 57.10 | % NCSU/NCA&T |
| _____ | _____ | % County | _____ | % NCSU/NCA&T |
| _____ | _____ | % County | _____ | % NCSU/NCA&T |
| _____ | _____ | % County | _____ | % NCSU/NCA&T |
| _____ | _____ | % County | _____ | % NCSU/NCA&T |
| _____ | _____ | % County | _____ | % NCSU/NCA&T |
| _____ | _____ | % County | _____ | % NCSU/NCA&T |

* any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NCA&T subsequent to the effective date of this Agreement will document the funding splits in correspondence between this County and NCSU/NCA&T, and will become a part of this Agreement.

Board Chair or County Manager Signature Printed Name Title Date

***Signature for Option B Lock-in Provision ONLY***

9. A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.

*We are in agreement with the above description of the responsibilities and relationships, and that this Memorandum of Understanding may be reviewed at any time. Each party is responsible for all actions for which they have sole responsibility or for which they take unilateral action.*

Signatures of the persons below authorize execution of this document, commencing on _____ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date. Termination of this agreement shall have the effect of withdrawal of Cooperative Extension activities and programs in the County.

Signature:_____ Date: _____
*Chairperson or Designee*
*Board of County Commissioners*
_____ *County*

Signature: _____ Date: _____
*Director*
*North Carolina Cooperative Extension Service*
*North Carolina State University*

Signature: _____ Date: _____
*Administrator*
*North Carolina Cooperative Extension Program*
*North Carolina A&T State University*

Distributed in furtherance of the Acts of Congress of May 8 and June 30, 1914. North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.