

GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 12/6/2024

Amended Post Date:

The following documents are included in the packet for the Land, Water, Parks & Community Committee meeting on December 12, 2024

- 1) Amended Agenda
- 2) Minutes: 11/14/2024
- 3) Department Reports
 - Land Conservation
 - Parks
- 4) New Position Analysis
- 5) Contract Between Green Lake County and Board of Regents of the University of Wisconsin System
- 6) Memorandum of Understanding
- 7) Division of Extension County Partnership Guidance



GREEN LAKE COUNTY OFFICE OF THE COUNTY CLERK

Office: 920-294-4005

FAX: 920-294-4009

Elizabeth Otto County Clerk

Land, Water, Parks & Community Committee Meeting Notice

Date: Thursday, December 12, 2024 Time: 9:00 AM
The Green Lake County Government Center, County Board Room
571 County Road A, Green Lake WI

*AMENDED AGENDA

Committee Members

Bob Schweder – Chair Mike Skivington – Vice Chair Nancy Hiestand Nita Krenz Bill Boutwell David Albright Wes Eisenga, CASCC Rep.

Karissa Block, Secretary

Virtual attendance at meetings is optional. If technical difficulties arise, there may be instances when remote access may be compromised. If there is a quorum attending in person, the meeting will proceed as scheduled.

This agenda gives notice of a meeting of the Land, Water, Parks & Community Committee. It is possible that individual members of other governing bodies of Green Lake County government may attend this meeting for informative purposes. Members of the Green Lake County Board of Supervisors or its committees may be present for informative purposes but will not take any formal action. A majority or a negative quorum of the members of the Green Lake County Board of Supervisors and/or any of its committees may be present at this meeting. See State ex rel. Badke v. Vill. Bd. of Vill. of Greendale, 173 Wis.2d 553, 578, 494 N.W. 2d 408 (1993).

- 1. Call to Order
- 2. Certification of Open Meeting Law
- 3. Pledge of Allegiance
- 4. Public Comment (3 minute limit)
- 5. Approve Minutes: 11/14/2024
- 6. Appearances
 - Stephanie Prellwitz, Green Lake Association
- 7. Department Reports
 - Land Conservation
 - Parks
- 8. Parks Promotion
- 9. Update on Parks Director
- 10. *New position request for Maintenance & Parks Repair person
- 11. 2025 Contract between GLC & UW
- 12. Discussion and possible action on Memorandum of Understanding between GLC & UW
- 13. Discussion and possible action on Platform for Native Plant Sale Payments
- 14. Committee Discussion
 - Future Meeting Dates: 01/09/2025 @ 9:00AM
 - Future Agenda items for action & discussion
- 15. Adjourn

This meeting will be conducted and available through in person attendance or audio/visual communication. Remote access can be obtained through the following link:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 237 298 504 378

Passcode: C8ymz7 **Dial in by phone**

+1 920-515-0745,,553090075# United States, Green Bay

Find a local number

Phone conference ID: 553 090 075#

For organizers: Meeting options | Reset dial-in PIN Please accept at your earliest convenience. Thank you!

Org help | Privacy and security

Kindly arrange to be present, if unable to do so, please notify our office. Elizabeth Otto, County Clerk

GREEN LAKE COUNTY LAND, WATER, PARKS & COMMUNITY COMMITTEE MEETING MINUTES Thursday, November 14, 2024

CALL TO ORDER

Chair Bob Schweder called the meeting of the Land, Water, Parks & Community Committee to order at 9:00AM in the Green Lake County Government Center, County Board Room #0902, Green Lake, WI. The requirements of the open meeting law were certified as being met. Public access was available via remote programming as well as in person. The Pledge of Allegiance was recited.

<u>Present</u>: Mike Skivington, Nita Krenz, Bill Boutwell, Bob Schweder, David Albright, Nancy Hiestand Absent:

<u>Also Present</u>: **Karissa Block,** Deputy County Clerk; **Todd Morris**, County Conservationist; **Ken Stephani**, Finance Director; **Scott Weir**, Maintenance Supervisor; **Jeff Mann**, Corporation Counsel (Remote); **Jessica McLean**, Treasurer (Remote)

PUBLIC COMMENT (3 MINUTES LIMIT)

Tony Daley, Berlin Journal – asked committee members to speak clear into microphones

Ken Bates, W2806 Oak Terrance LN – commented on County K bike path

Tom Kloosterboer, W2684 Oakwood Beach Rd – commented on County K bike path

Stephanie Prellwitz, Chief Executive Officer of the Green Lake Association – spoke about invasive species and blue green algae monitoring

APPROVAL OF MINUTES

Motion/second (Boutwell/Krenz) to approve the minutes of the 10/10/2024 Land, Water, Parks & Community Committee Meeting. Motion carried with no negative vote.

DEPARTMENT REPORTS

• County Library Services Report

Clairellyn Sommersmith, Director of Winnefox Library System – handed out a report to the committee members

Lucas Almas, Markesan Library Director – Updated the committee on recent activates they hosted. Last month they purchased a telescope that has gotten tons of use.

Lara Roehl, President of the Princeton Public Library – Spoke on the participation with the angel trees. They also held a Halloween Party that had a great turn out.

Chris Kalupa, Berlin Library Director – Thanked the board for their continued support. The Berlin Library put together an Escape Room with the Berlin High School Library. They had a great turn out of 50-55 people. They have also been working with Fox River Industries and allowing the clients to help with projects around the library. Kalupa also shared they are in contact with the Berlin Historical Society and will be hosting a Antique Appraisals event on December 7th.

- Land Conservation Todd Morris, County Conservationist went over his report that can be found in the packet. Discussion held.
- Parks Scott Weir, Maintenance Supervisor went over his report that can be found in the packet. Weir also shared that the kayak launches are scheduled to be put in in the spring.

COUNTY K BIKE PATH UPDATE

Chair Schweder talked to the Highway Commissioner. To build a bike path, it would be \$50,000 - \$90,000 per mile. Schweder stated the committee would need to look into funding and possibilities for grants. Supervisor Skivington asked the public to reach out to him via email as he would like to continue to work on this project.

2024 STATE LAND AND WATER CONSERVATION BOARD (LWCB) FALL ELECTION VOTINGMorris explained the process of the Land and Water Conservation Board Fall Election.

Motion/Second (Krenz/Albright) to vote for Rebecca Clarke, Mike Hofberger, and Monte Osterman. Motion carried with no negative vote.

<u>DISCUSSION AND POSSIBLE ACTION REGARDING BIDS FOR LAUNCH MAINTENANCE</u> (<u>DREDGING</u>)

Motion/Second (Boutwell/Skivington) to pick Outdoor Impact. Motion carried with no negative vote.

COMMITTEE DISCUSSION

- a. Next meeting date December 12th, 2024
- b. Future agenda items for action & discussion
- Green Lake Association
- Parks Promotion
- Update on Parks Director

ADJOURN

Chair Schweder adjourned the meeting at 9:50 AM

Respectfully submitted,

Karissa Block Deputy County Clerk

Land, Water, Parks, and Community Committee <u>Land & Water Conservation Dept. December 12, 2024 Department Report</u>

November 2024 Projects

- Inspect open erosion control permits and review new permit applications for erosion control and stormwater management.
- Stormwater Maintenance Plan Agreement with Estates of Lawsonia, for stormwater ponds and best management practices.
- Continue to work on design for feed storage pad leachate collection and potential Vegetated Treatment Area (VTA) in the Town of St. Marie.
- Installation of grade stabilization structure in Town of Green Lake.
- No-till drill delivery to landowners.
- Working on Notice of Discharge Grant applications for two sites.
- Revising Waste Storage Plan, Town of Princeton.
- Grass Waterway design, Town of Berlin.
- Staff attended Southeast Area GPS training held in Green Lake.
- Deer Donation Partners Program participation
- Working on Native Plant Sale for spring
- Attended Golden Sands RC&D Board Meeting
- Submit MDV Watershed Plan to DNR.

Lake and River Report

Puckaway - Responded to four residents with lake concerns/plant management

<u>Twin Lakes</u> – Lake Monitoring for Lake Plan update in underway. Received grant funding to replace boat launch (Parks), Met with Lake Association members.

Spring Lake (Kingston) - No update

Little Green - Met with Lake Plan Adaptive Management Committee and WDNR Biologist.

<u>Green Lake</u> – Design and planning work underway for stream restoration and BMP projects for 2025. Plans submitted for DNR review/permitting.

Grand Lake – Finalized and submitted grant application

<u>Other</u> – Continue to work with the DNR to rectify wetland violation by private landowner.

Golden Sands RC&D October Update (Andrew Senderhauf):

See attached report

Upcoming Events:

December 17-18 – Wisconsin Water and Soil Health Conference, Wisconsin Dells

January 16, 2025 - Golden Sands RC&D Board Meeting, Wood County

February 2025 – Nutrient Management Farmer Education Training, Green Lake

March 5-7, 2025 - WI Land + Water Conference, Green Bay

March 18, 2025 - Nutrient Management Farmer Education for Amish Community, Town of Kingston

March 2025 - Small Scale Agriculture meeting, St. Marie and Princeton AEA's

April 22, 2025 - Water Testing Program, UWSP

GREEN LAKE COUNTY

November AIS Highlights 2024

Sent in 2025 LMPN agreements, applications to DNR

Attended Upper Midwest Invasive Species Conference in Duluth

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AIS and LMPN updates given to Golden Sands Council

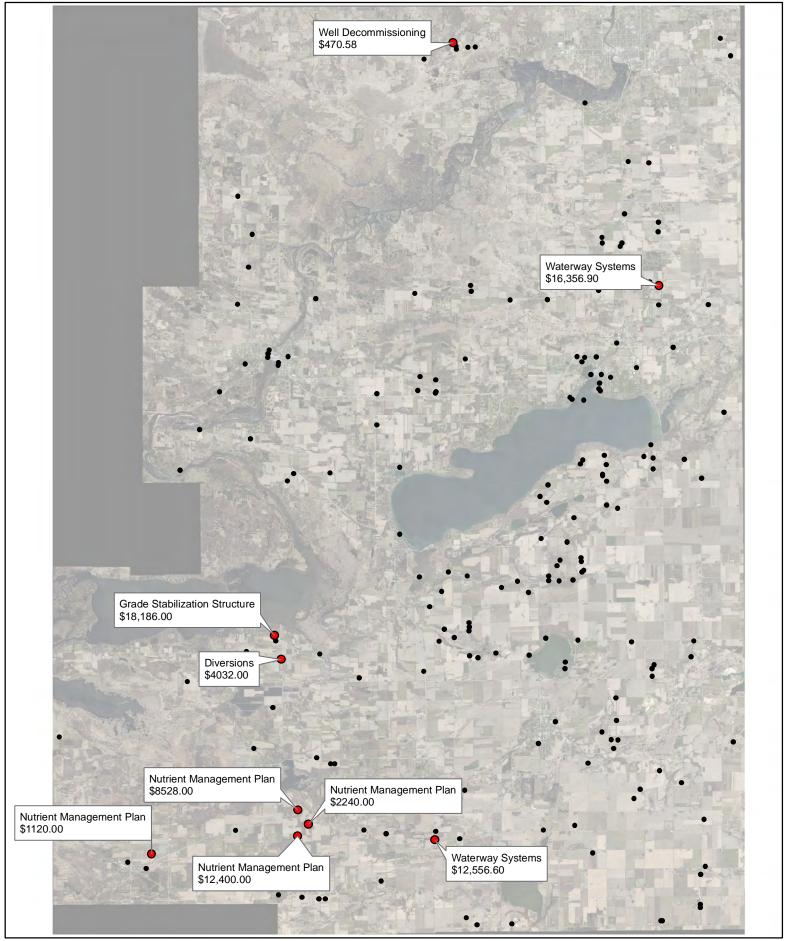
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Spoke with Trout Unlimited members to present AIS information at events in December, January



2024 Soil & Water Resource Mgmt Cost Share as of 12/12/2024 Total 2024 Cost Sharing Available \$43,500 BMP/\$30,000 NMP

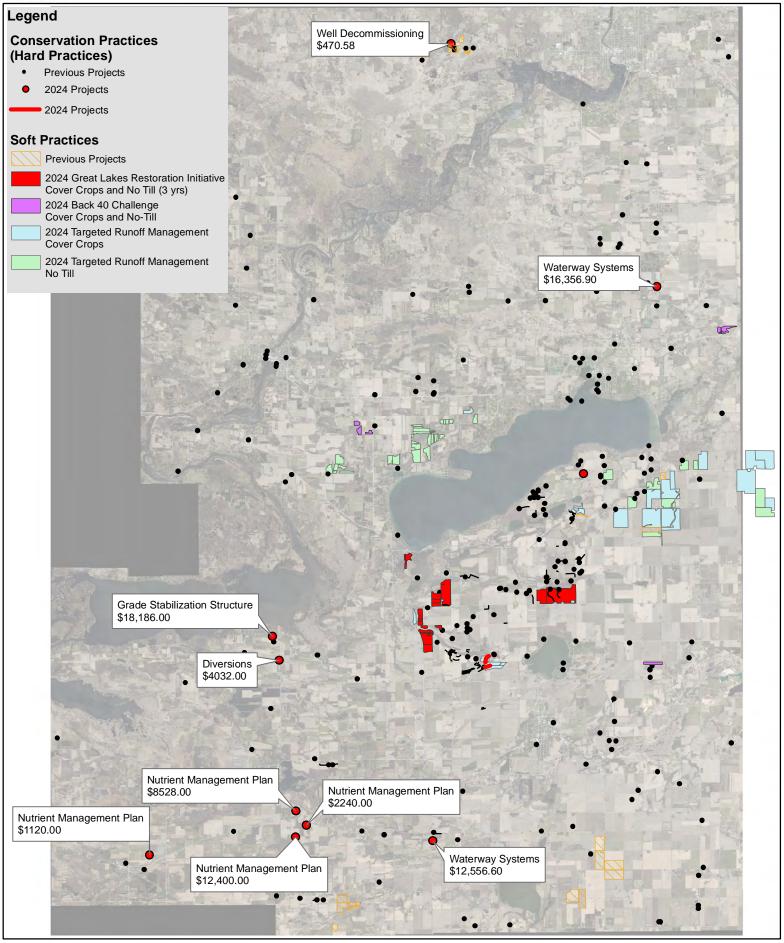






2024 Conservation Partners Projects as of 12/12/2024





December 12, 2024
Land, Water, Parks & Community
Monthly Report
Parks & Recreation Department
Green Lake County

Zobel Park (Upper)

Backfilling completed for shelter concrete slabs.
Retaining wall in by restroom-Caps for retaining wall ordered.
2 ADA picnic tables ordered for shelter.
Scheduled Maintenance performed.
General Maintenance performed.

Zobel Park (Lower)

Backfilling completed for shelter concrete slabs. 2 ADA picnic tables ordered for shelter. Scheduled Maintenance performed General Maintenance performed

Sunset Park

Dredging completed at both launches.

Approaches for both launches to be complete by end December weather permitting.

Scheduled Maintenance performed.

General Maintenance performed.

Twin Lake

Dredging completed for launch. Scheduled Maintenance performed. General Maintenance performed.

Spring Valley

Scheduled Maintenance performed. General Maintenance performed.

Dodge Memorial Park

Dredging complete at all motorized launches.

Approaches for launches to completed by end of December weather permitting-2 launches forms in place.

Scheduled Maintenance performed. General Maintenance performed.

Lake Maria

Scheduled Maintenance performed. General Maintenance performed.

Mascoutin Valley State Trail

Scheduled Maintenance performed. General Maintenance performed.

Lauree's Trail

Scheduled Maintenance performed General Maintenance performed

General

Seasonal maintenance on going on equipment.

New Position Analysis form included in packet along with information break down of positions department etc.

Submitted by:

Scott A. Weir

Maintenance Director/Parks & Recreation Director

Green Lake County

NEW POSITION ANALYSIS

]	 ✓ New position ☐ Increased part-time ☐ Additional existing position (attach job descrip plete C, D, E, G, & H) 	tion, do not need to				
	Department: Parks & Recreation	Date: August 09, 2024				
	Department Head: Scott A. Weir					
B.	Please provide justification for the position (be spis needed, include reasons why present staff can	· · · · · · · · · · · · · · · · · · ·				
	The amount of work to safely maintain the parks system year around. Currently split 1full time staff member with the Maintenance Department. Six months of salary is split between the 2 departments budgets. Currently have 2 Summer LTE Parks positions budgeted in Parks Department along with 1 Summer LTE Maintenance position budgeted in the Maintenance Department. We usually do not get LTE's positions filled to mid to latter part of june and history shows only fill 2 of the LTE positions and history shows the LTE's are students and are gone the last week in august to first week in september.					
	Suggested Title: Maintenance Repair Par	ks				
	✓ Full Time Part Time	Hours				
County Administrator / HR Coordinators Recommended Classification: Pay Group:						
C. General Description of the Position: See modified Maintenance Repair job description						

1				
See	modified Mainten	ance Repair j	ob description	
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E. Minimum Qualification of a Candidate:

Education: See modified Maintenance Repair job description

Experience: See modified Maintenance Repair job description

F: Funding

Annual costs (with full family insurance coverage):

Group	Hourly	Annual	Retirement	Security	Health Ins.	Life Ins.	Work Comp

- 1. Where will the funding for this position come from: Maint/Parks/Boat Launch
- 2. What Equipment will need to be purchased (Desk, PC, Laptop, iPad, Calculator, Sit/Stand Desk, Bookcase(s)/Shelving, File Cabinets, Phone/Cell Phone, Etc)?

Cell phone

Is office space presently availble

Where?

Estimated Equipment Cost:

Is the Cost in the Department Budget? Approx. 60%

- 3. Grand total cost, all items, current fiscal year:
- 4. Therefore, annual cost of salary and fringe:
- G. Supervisory Responsibility (if applicable):
 - 1. in brief detail, explain the supervisory authority this position will have (if any): Daily scheduled work/lead role with LTE's

2. Number of Employees directly supervised: 1

Indirectly:

List Title of employees reporting to this position:

Summer LTE

H. Who will this pers			e Director/Parks Recr	*****
County Administrator A	Action:			
Position Approved:			Date:	
Comments:				
	* **			
*******	*****	****	**********	****
Personnel Committee A	ction:			
Position Approved:			Date:	
By a vote of	Ayes,	Nay,	Absent/Abstention	
********	******	*****	******	*****
Finance Committee Ac	ction:			
Fiscal Note Approved	d:		Date:	
By a vote of	Ayes,	Nay,	Absent/Abstention	
*******	*****	****	*********	*****
County Board Action:				
Approved:			Date:	
By a vote of	Ayes,	Nay,	Absent/Abstention	

Information broken down for proposed new position full time Maintenance Repair Parks.

We would eliminate the current position of Summer Maintenance LTE with 640 hours in the Maintenance Department budget and transfer hours wages to Parks budget and put it toward the proposed full time Maintenance Repair parks position.

We would eliminate the current position of Summer Parks LTE with 640 hours and put it toward the proposed full time Maintenance Repair Parks position.

We would as originally propose in 2022 to utilized 160 hours from the Boat Launch Maintenance and put it toward the proposed full time Maintenance Repair parks position.

The above would give us a total of 1442 hours towards this proposed full time Maintenance Repair parks position and the new position would require 638 additional hours added to the Parks budget. The current wage scale range for this position would be \$18.85-28.27 with the midpoint being \$23.56. Depending on prospective employee skill set and qualifications I would see a \$21.00-\$23.00 starting wage.

GREEN LAKE COUNTY MAINTENANCE DEPARTMENT

POSITION: Maintenance Repairperson

DEPARTMENT: Parks & Recreation

LOCATION: Government Central

REPORTS TO: Maintenance Supervisor

PURPOSE OF THE POSITION: To perform various maintenance tasks at all County-owned buildings and grounds; maintains facilities at the various County-owned parks.

FUNDAMENTAL JOB DUTIES AND RESPONSIBILITIES:

- 60% Assists in the maintenance and care of buildings and grounds.
- 20% Performs minor construction and painting.
- 15% Performs cleaning; snow and ice removal; lawn and shrubbery care.

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PHYSICAL DEMANDS OF ESSENTIAL FUNCTIONS:

- 65% of the time is spent standing, walking, lifting and verbally communicating
- 25% of the time is spent grappling and climbing
- 10% of the time is spent bending, reaching, carrying, pushing and handling. The person must be able to lift and carry up to 80 pounds on an irregular basis. Other actions may be required in unusual or non-regular situations.

Management's assignment of essential functions is not designed to limit the manner in which duties may be accomplished. Management shall comply with all applicable workplace laws and shall communicate with any employee with a disability to determine the availability of a reasonable accommodation(s) to allow the employee to perform the essential functions of the job.

WORKING CONDITIONS WHILE PERFORMING ESENTIAL FUNCTIONS:

Up to 75% of the work is performed outdoors under extreme hot, cold or humid conditions. Approximately 25% of the work is performed indoors, in varying temperature conditions. Any of the work performed can be hazardous and can include dangers from mechanical equipment, fast moving vehicles, heights, burns, fumes, mists or gases, noxious odors, dust and some chemicals.

EQUIPMENT USED WHILE PERFORMING ESSENTIAL FUNCTIONS: Items include: welder, plasma cutter, torch, testing equipment, telephone, copy machine, hammers, wrenches, screw drivers, power tools, chainsaws, shovels, brooms, paintbrushes, rollers and other similar maintenance and/or hand tools. The use of moving vehicles, material handling equipment, mower, and snowplow is required. Hearing and eye protection is required.

POSITION: Maintenance Repairperson (continued)

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to perform repeated standardized tasks with initiative and sound judgment.
- Ability to operate and maintain machined lawn care and snow removal equipment.
- Ability to work harmoniously within the County system and make judgments in the best interests of the county.
- Ability to work flexible, 40 hour/week schedule to accommodate snow removal on weekends and emergency call-ins, as necessary.
- Knowledge of maintenance equipment; ability and skill in the use of such equipment.
- Knowledge of and skill to perform necessary maintenance tasks and minor construction.

QUALIFICATIONS REQUIRED

High school diploma, supplemented with trade or vocational school training preferred. At least one (1) year's prior experience in a similar position or any combination of training and experience that provides the necessary knowledge, skills and abilities. Must possess a valid driver's license and have daily access to a reliable, insured vehicle.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions and needed skills. It is not intended as a complete list of job duties, responsibilities and/or essential functions. This description is not intended to limit or modify the rights of any supervisor to assign, direct and control the work of employees under supervision. The county retains and reserves any and all rights to change, modify, amend, add to or delete from, any section of this document as it deems, in its' judgment, to be proper.

Contract Between Green Lake County and Board of Regents of the University of Wisconsin System

This contract is by and between **Green Lake** County, State of Wisconsin (**County**), and Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Madison, Division of Extension (**Extension**) and is entered into pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes.

Whereas, Extension is organized both around geography, as faculty and staff deliver programs in communities throughout the state, and around academic disciplines including Agriculture, Natural Resources, Community Development, Youth, Human Development & Relationships, and Health;

Whereas, Extension is committed to maintaining an office in every county willing to commit to continued funding and space for Extension staff. Extension recognizes the value in keeping a local presence in every county and keeping the shortest distance possible between the people of Wisconsin and the Extension staff delivering programming to them;

Whereas, Extension provides opportunities to additional resources such as statewide specialists and UW-System campus resources to address specific local issues in core areas of expertise;

Whereas, the County is a critical partner in developing and implementing key educational priorities for county residents. In collaboration with Extension leadership, counties will identify local services of priority to their communities. County will agree to co-fund Extension faculty and staff based upon annually established flat fees for positions as defined below; and

Whereas, the parties need to define their respective rights and responsibilities; Now

therefore, the parties agree as follows:

1. Term, Amendment & Termination.

- a. The term of this contract is one (1) year. The term shall run from January 1, 2025 through December 31, 2025, unless amended or terminated as set forth below.
- b. Any additions, changes, modifications or renewals of this contract are subject to the mutual agreement and written consent of authorized representatives of both parties.
- c. Either the County or Extension may cancel this entire Agreement with or without cause upon sixty (60) days' written notice delivered by mail or in person; provided, however, the County shall be responsible for paying a prorated amount of fees under Section 3.1.a. through the notice period. In addition, if the contract is cancelled before the end of the term, the discount identified in Section 3.1.a. shall be prorated (i.e. the discount amounts to roughly \$834 per month).

- b. Provide travel and appropriate job expenses to the staff, office facilities and equipment (such as computers, printer, and phones), office supplies and educational programming materials, salary and fringe benefits for the clerical support staff, and other supporting budgetary items through regular County budgetary procedures in which funds are appropriated for such purposes under applicable Wisconsin law.
- 3.2 Consider and assess opportunities to provide office space with desks and chairs; access to IT support and internet connectivity; and basic operational resources in a manner similar to other Extension colleagues in the office, for FoodWIse nutrition education programming to County SNAP/FoodShare eligible residents. Technology for FoodWIse positions will be coordinated through the County.
- 3.3 Consider and assess opportunities to provide office space with a desk and chair for fully state funded Extension employees who serve in a regional or statewide capacity. These regional and statewide educators will be provided state-purchased technology and IT support. The opportunity for these positions to access the internet through the county may also be discussed.
- 4. **Delegation of Financial Budget Authority.** The parties hereby acknowledge that Extension will employ an Area Extension Director (AED), whose responsibilities may include certain budget-related functions as set forth in the Delegation of Financial Budget Authority Form (DFBA Form) attached hereto as **Exhibit A**. County may authorize the AED to carry out such functions on its behalf, but only to the extent specified in in the DFBA Form, which must be signed by an authorized representative of County in order to be effective. The County may rescind such authorization at any time by providing written notice to Extension. In the event that the parties execute a new agreement governing the subject matter of this agreement such that the term of this agreement and the term of the new agreement run consecutively, the parties agree that the delegations set forth in a duly signed DFBA Form shall remain in effect upon execution of the new agreement unless the County rescinds such authorization by providing written notice to Extension.
- 5. **General Conditions** This contract is established under the following conditions:
 - a. **Notices**. Any notice or demand which must be given or made by a party to this Agreement or any statute or ordinance shall be in writing, and shall be sent via e mail and certified mail. Notices to the County shall be sent to County Representative(s). Notice to the Extension shall be sent to Area Extension Director.
 - b. **Employer, Personnel Rules, Volunteers and Liability**. Any employees hired by Extension under Section 2.a. of this contract are employees of Extension, and are subject to the personnel rules, policies, and procedures for faculty, academic staff or University staff, as appropriate to the respective appointment in Extension as established by Wisconsin statute, and, or administrative rules; and, or, by policies or procedures adopted by the Board of Regents and the University of Wisconsin -
 - Division of Extension. Any individual who meets Extension's definition of a volunteer and completes all registration requirements will be considered an Extension volunteer. Extension will be responsible for ensuring that its employees and volunteers take affirmative steps to make clear, when entering into relationships with third parties, that they are employees or volunteers of Extension. Extension shall be liable for the acts and

omissions of its employees while acting

within the scope of such employment. To the extent they are acting as agents of Extension, Extension shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.

Any individuals who are employed by the County in order to satisfy obligations under Section 3.1.a. of this contract are County employees and are subject to applicable County personnel rules, policies and procedures. Any volunteer engaged by County to further the purposes of this contract will be considered a volunteer of County. County will be responsible for ensuring that its employees and volunteers

take affirmative steps to make clear, when entering into relationships with third parties, that they are employees or volunteers of County. County shall be liable for the acts and omissions of its employees while acting within the scope of such employment. To the extent they are acting as agents of County, County shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.

- c. **Billing**. For the period January 1, 2025 through December 31, 2025, Extension shall bill the County for the total amount under Section 3.1.a. of this contract. The County will be billed for the first half of the total contract by May 31st and the second half of the total contract by November 30th. If services are not rendered or excess services are provided to the County by Extension during the contract period, the parties will use good faith efforts to adjust the total contract amount and update future bills to coincide with the new agreed upon amount. The County shall pay the amount billed within 30 days of the billing.
- d. Cybersecurity Provisions. Each party shall be responsible for the response to, remediation of, and any resulting notification requirements related to cybersecurity breaches of their own information technology systems or those of any third parties hired on their behalf. This responsibility includes the financial costs of any breaches, e.g., forensics, remediation, notifications, etc. The County and Extension shall determine their individual need for cyber liability insurance coverage. Any breaches that could impact Extension data classified as moderate or high risk must be reported to Extension staff, via the Area Extension Director, and the University of Wisconsin Madison Cybersecurity Operation Center (CSOC) Help Desk, 608- 264-4357 following the risk-based timelines outline in the UWSA System Policy 1033 and associated Incident Response Plan. Following a reported breach event, the County will provide a primary staff contact and periodic response updates to Extension and the CSOC until event closure. Any breaches that could impact County data will be reported to the County immediately upon learning of the breach. The County shall provide the Area Director with the expressed point person or position for which to report a breach.
- e. **Insurance**. The Board of Regents of the University of Wisconsin System as an agency of the State, and consequently, Extension, is self-funded for liability (both public and property) under ss. 893.82 and 895.46(1), Wis. Stats. As a result, such protection as is afforded under respective Wisconsin Statutes is applicable to officers, employees, and agents while acting within the scope of their employment

or agency. Since this is statutory insurance, there is no liability policy as such that can extend protection to any others.

County agrees to maintain appropriate insurance to cover the potential liability of its

officers, employees and agents while acting within the scope of their employment or agency. Such insurance may be provided through a self-insurance program. To the extent that an Extension employee is allowed to use a County vehicle, the responsibility for insuring that vehicle lies with the County.

f. Nondiscrimination/Affirmative Action. The County and Extension will comply with all applicable state and federal laws and rules prohibiting unlawful discrimination. During the performance of work under this contract, Extension agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, religion, color, sex, national origin, age, disability, arrest or conviction record, marital status, political affiliation, sexual orientation, or membership in the National Guard. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Extension further agrees to take affirmative action to ensure equal employment opportunities.

By:	Date:	By:	Date:
By:	Date:	By:	Date:
By: Area Extension Director UW-Madison, Division of Exten	Date:	By: County Representative	Date:
By:	Date:	By:On Behalf of Board of Regents of The University of Wisconsin System	Date:

MEMORANDUM OF UNDERSTANDING

Between UW-Madison Division of Extension and Green Lake County

This **Memorandum of Understanding** (MOU) is made by and between UW-Madison Division of Extension (hereafter "Extension") and <u>Green Lake</u> County (hereafter "County"), and collectively "the Parties."

Whereas, this MOU outlines the partnership between Counties and Extension and supersedes the Division of Extension-County Partnership Guidance document dated August 2021; and,

Whereas, Extension and Counties have had a century-long partnership benefiting the people of Wisconsin by extending the boundaries of the University of Wisconsin throughout the state to provide an array of educational programming and services to the people of Wisconsin where they live and work, bringing the research, knowledge and resources of the University of Wisconsin to the local community; and,

Whereas, Counties and Extension have contributed significant funding over the century-long relationship by co-funding Extension staff, providing local offices and support, and leveraging millions of state Extension and federal dollars annually to serve the people of Wisconsin; and,

Whereas, Section 59.56(3), Wis. Stats., generally provides the framework but has not evolved with the changing relationship; and,

Whereas, with over 100+ years of evolving partnership between Extension and Counties, there is a benefit of defining the roles and responsibilities of the partnership so the Parties can collaboratively meet the needs of the residents and communities within County; and,

Whereas, the Parties desire to enter into this Memorandum of Understanding (hereafter "MOU") to set forth their respective obligations, understandings, roles and responsibilities.

NOW, THEREFORE, IT IS THE MUTUAL UNDERSTANDING OF THE PARTIES AS FOLLOWS:

I. <u>General Understandings/Mutual Responsibilities</u>

A. <u>Purpose and Scope of MOU</u>. The purpose of this MOU is to be a companion document to the Contract to clearly define the relationship of Parties hereto and, to outline the processes, responsibilities, and lines of authority and communication between Extension and the County.

- B. <u>Authority</u>. According to Wis. Stats. Section 59.56(3), county boards "...may establish and maintain an education program in cooperation with the University of Wisconsin..." with function areas "under the direction and supervision of the county committee on agriculture and extension education".
- C. <u>Scope and Description of Services Provided</u>. The Parties recognize that Extension may offer a variety of educational services and programming through its Educators in the following general categories:
 - 1. Agriculture
 - 2. Natural Resources
 - 3. Community Development
 - 4. Positive Youth Development
 - 5. Human Development & Relationships
 - 6. Health & Well Being

The Parties further recognize that each County is unique, requiring differing educational services in the categories herein, as established jointly between County and Extension.

II. <u>UW-Madison Division of Extension Responsibilities</u>

- A. <u>Extension Purpose</u>. As a statewide engagement arm of UW-Madison, the Division of Extension extends university knowledge to <u>Green Lake</u> County, leveraging local resources and leading research to provide an array of educational programming and services to the people of Wisconsin within the County.
 - 1. <u>Professional development</u>. Professional development expenses, including training, attending and presenting at state or national conferences, or receiving awards will be the responsibility of Extension, except when the County desires the attendance of the employee and funding is not available from Extension.
 - 2. Extension Employee Leave of Absence. The County will not be billed by Extension for educator fees during the period in which a position is vacant. When an employee is going to be temporarily on leave from a position for an extended period of time (in excess of 30 days), Extension and the County will jointly develop, mutually agree on and implement a plan for how coverage will be provided to meet established County priorities to ensure ongoing program needs are met.
- B. Role of Area Extension Director (AED) in County Partnership Management.
 - Extension fully invests in Area Extension Directors (AED), whose role is to oversee a
 region comprising one to five counties, as administrative and leadership positions
 responsible for Extension-County partnership management, Extension staff
 development, and financial management of Extension resources.
 - 2. The AED maintains working relationships and communications with county partners and officials, including sharing updates and activities to partners and stakeholders. The AED will initiate and facilitate an Annual Listening Session and Needs Assessment with the County Committee of Jurisdiction (COJ) and other county personnel, which should be concluded on or before July 1 of each year. The AED will ensure that the

outcomes of the annual needs assessment, including the established County priorities, will be documented, reviewed and approved by the county COJ. The AED will ensure that established County priorities are incorporated in the Educators' work plans, as consistent with the mission of Extension and the needs of the County, for implementation. This will not preclude Extension from gathering information on needs from other county stakeholders as well that could potentially be incorporated into the Educators' work plan.

- 3. The AED is responsible for overseeing Extension Educators, staff employed by Extension and supporting educator engagement with Extension volunteers.
- 4. The AED will lead hiring processes for vacant Extension employee positions and will involve county-designated representative(s) as outlined herein (See Article IV. C.) in the hiring process. The AED supervises Extension Educators and staff who direct Extension volunteers, including addressing Extension volunteer behavior concerns, providing coaching or dismissal of the volunteer, as appropriate.
- 5. Supervision of Extension Employees. Individuals employed by Extension are State of Wisconsin employees and are subject to applicable State and University of Wisconsin (UW) personnel rules, policies and procedures. Supervision will be provided by an Extension employee. Performance reviews of Extension staff will be conducted by Extension managers per UW HR policies and procedures, after obtaining feedback and input from County officials familiar with the work.
- 6. The AED monitors and manages risk and liability situations that might arise in regard to Extension services and programming.

C. Role of Extension Educators.

- Educators provide educational services and programs as outlined in the Educators'
 annual plan of work. The annual plan of work shall, at a minimum, incorporate the
 County priorities identified through the Annual Listening Session and Needs
 Assessment as consistent with the mission of Extension and the needs of the County,
 for implementation. This will not preclude the Educator from gathering information
 on needs from other county stakeholders as well that could potentially be
 incorporated into their work plan.
- 2. Educators shall communicate local needs to their programmatic Institutes and collectively identify opportunities to address statewide needs, typically on a local level.
- 3. Reporting requirements. Educators shall report to the COJ on a regular basis, as determined by the AED and COJ who shall jointly establish a schedule of regular communication. Such communication may be provided either verbally or in writing as agreed by the Parties.
- D. <u>County Policy, Rules and Procedures.</u> Extension staff, partially or fully funded by County and located in a local Extension office, will be users of county-based technology, facilities, buildings, grounds, equipment and supplies and may have access to county-based services. Extension staff shall abide by all county policies and procedures relating

to the use of county technology, facilities, buildings and grounds, equipment and supplies and other county-based resources. Extension volunteers and fully funded Extension staff may, at the sole discretion of the County, be provided with similar access, but in all cases must comply with County policies, rules and procedures.

III. County Responsibilities

- A. <u>County Extension Oversight Committee (Committee of Jurisdiction or COJ).</u>

 <u>Green Lake</u> County shall identify a committee to serve as the County's policy and decision-making body regarding the Extension partnership. The COJ's duties may include, but are not limited, to the following:
 - 1. Actively and continuously engage in identifying priorities for educational programming and services to be offered by local Extension Educators.
 - 2. Provide general oversight and guidance to the Extension office to ensure that established priorities and needs are addressed. County will designate a representative to oversee and supervise county employees within the Extension office and seek input and feedback from AED on work performance.
 - 3. Meet monthly or as determined by the Committee Chair.
 - 4. Provide regular input and feedback to the AED regarding Extension programming and services provided within the County.
 - 5. Provide budgetary oversight for the Extension office.
 - 6. Jointly with Extension, develop the annual county Extension office budget aligned with addressing established county priorities.
- B. <u>County Facilities and Program Support</u>. County shall provide office space, meeting space, telephone, computer, network connections for email and other communications, and general office supplies to support the Educators identified in the Contract. Funding levels for facilities and supplies shall be established annually as a part of the County budget process.
- C. <u>Administrative Support</u>. County, in consultation with Extension and as mutually agreed between the Parties, shall provide administrative support to assist Educators in carrying out county-identified priorities. County staff working within the Extension office may be reassigned from time to time by the County to support other county departments or programs, at the sole discretion of the County.
- D. <u>Supervision of County Employees</u>. Individuals employed by the County are county employees and are subject to applicable county personnel rules, policies and procedures. Supervision will be provided by a county-designated representative. Performance reviews of County staff will be conducted by County managers per County Human Resources (HR) policies and procedures, after receiving feedback and input, if

any, from applicable local Extension staff and the Area Extension Director. Performance and disciplinary matters of County staff will be handled by County HR utilizing established county policies and procedures.

IV. Joint Responsibilities

- A. <u>County-Specific Educational Needs and Priorities</u>. Identifying county-specific educational needs and priorities shall be the joint responsibility of Extension, the COJ and other county-identified county officials.
 - Annual Listening Session and Needs Assessment. The AED shall facilitate an Annual Listening Session and Needs Assessment with the COJ and other county-identified officials to establish County and local needs and priorities to be included in each local Educator's annual plan of work.
 - 2. The outcome of the Annual Listening Session and Needs Assessment shall be documented by the AED and implemented by the Educator as outlined in Article II. B. and Article II. C. of this MOU.
- B. <u>Key Performance Indicators</u>. Educators shall develop key performance indicators to measure the outcomes of the programming designed to address the established County priorities and other local priorities. Key performance indicators measuring established County-priorities shall be developed and reported to the COJ. Each Educator's annual plan of work shall include timely and measurable outcomes to determine if county priorities are being addressed.
- C. <u>Hiring Local Educators</u>. Hiring and Managing Vacancies. When an Educator position becomes vacant, Extension, the County COJ, other County personnel, and other county stakeholders as mutually agreed upon, shall meet to evaluate and assess the following: is the position still needed, might another position better meet the County's priorities, and can the County and Extension continue to financially support the position.
 - 1. If the Parties determine not to refill the position, the Contract amount will be adjusted accordingly.
 - 2. If the Parties determine to refill the position, Extension will lead the hiring process to fill the Educator position. The AED or designated Extension representative shall seek input and engagement from the County throughout the hiring process including the development of the job description, development of the recruitment timeline, selection of candidates to interview, conducting interviews and selection of the finalists and final candidate. County shall identify a single point of contact to represent County through the hiring process. Extension shall meet and confer with the County prior to making an offer to the final candidate.
- D. <u>Shared Educator Positions</u>. Counties may agree to share specialized positions within a program area across two or more counties. The Contract shall be amended and prorated accordingly to reflect the funding agreement established by Counties sharing the position.
- E. Budgetary Issues.

- 1. According to County budget policies and procedures, County and Extension shall jointly develop the Extension Office annual departmental budget in compliance with the county's budgeting parameters, fiscal policies and procedures.
- 2. The Extension Office budget shall be managed in accordance with County fiscal policies and procedures with oversight by County Designee and as authorized by the associated Delegation of Financial Budget Authority to AED, if any.
- 3. In accordance with County fiscal policies and procedures, revenues generated by Extension programming and services may be closed to the County's General Fund at year end and shall not be carried forward.

V. Miscellaneous Provisions

- A. <u>Term; Termination</u>. This MOU shall be a companion to and have the same term and termination provisions as the Contract.
- B. <u>Annual Review; Amendments</u>. This MOU shall be reviewed at least annually by Extension and the County.
- C. <u>Contacts for Official Communications and Notices</u>. The Parties hereto agree that it is important to each designate a single point of contact for official communications and notices. Notices and Official Communications shall be sent via regular U.S. Mail or email to the following:

For Green Lake	County: Bob Schweder	For Extension: Pat Wagner					
Address: 571 County	Rd A, Green Lake, WI 54941	Email: pat.wagner@wisc.edu					
Email: bschweder@greenlakecountywi.gov							
cc: lotto@greenlakecountywi.gov							

- D. <u>No Waiver</u>. Nothing in this MOU shall constitute or be construed to constitute a waiver of either party's immunities, notice of claim procedures and liability limitations set forth in Chapter 893 of the Wisconsin Statutes or any other protections afforded either party by law.
- E. <u>Duly Authorized Signatories</u>. The individuals executing this MOU are duly authorized to enter into this MOU and bind their respective entities to the representations, understandings, roles and responsibilities set forth herein.
- F. <u>MOU Companion to Contract</u>. This MOU shall be executed contemporaneously with the Contract and shall be effective for the same term as the Contract. Termination of the Contract shall simultaneously terminate this MOU.

IN WITNESS WHEREOF, the parties hereby execute this MOU, with an effective date and term consistent with the Contract referred to herein.

Green Lake County	University of Wisconsin-Madison
	Division of Extension
Ву:	Ву:

County Representative	Board of Regents Representative
Date:	Date:

2. Extension Responsibilities. Extension agrees to:

- a. Hire local Extension staff who will deliver educational services aligned to County priorities. As vacancies occur, and if the County and Extension agree to continue to support the desired program and position, Extension will seek County input when filling vacant positions.
- b. Invoice the County semi-annually, in May and November for amounts due under this agreement.

3. County Responsibilities

- 3.1 In consideration of the programs that Extension provides to County under this contract, the County agrees to:
 - a. Pay to Extension the County share of up to \$99,558.20 for the period of January 1, 2025 through December 31, 2025 as allocated below.

Co-Funded Positions	Fee	FTE	Total
4-H Program Educator	\$47,634	1.0	\$47,634
Agriculture Educator—Regional Crops	\$47,634	0.25	\$11,908.50
Agriculture Educator—Regional Livestock	\$47,634	0.25	\$11,908.50
Human Development/Community Development Educator – vacant, TBD	\$47,634	0.8	\$38,107.20
First Educator Discount			(\$10,000)
Subtotal			\$99,558.20
Proposed or fully-county funded positions and other county contributions	Fee	FTE	Total
Final Total			\$99,558.20

Exhibit A

Delegation of Financial Budget Authority Form

Area Extension Directors play an important part in county Extension offices as they manage the faculty and staff within that county, and many times, that includes the county support staff. Area Directors also work with county partners to develop a departmental budget and provide oversight to that budget on an annual basis in cooperation with corresponding county financial departments and county board committees. The Delegation of Financial Budget Authority allows Area Directors, hired, and managed by Extension as state employees, to manage county fiscal resources in service to the people of those counties.

To be completed by the cauthority.	county administrator or county	official delegating signature/b	udget
person, if blank) authority County, provided, however elated to County's author	to the Area Extension Director for to approve/authorize the following, that such delegation is limited ity under section 59.22(2)(d) and imitations indicated by County	ng financial budget matters on be to the extent that such matters a 59.56(3) of the Wisconsin State	ehalf of are directly
Invoices	Travel Reimbursements	Supply & Expense Reimbursements	
Time/Leave Approvals	Purchase Requisitions	Internal Budget Transfers	
Inter- departmental transfers	County specific space agreements for educational programs	Bank account signatory	
Other items:			
Conditions:			
This authorization is effective requests a change to the design of the d	ctive until either party (UW-Mad locument	lison Extension or Green Lake	County)
Extension Area Director, a service to the Extension of	are: I am aware this constitutes a and any other position mentioned fice and residents of coupunty, from full responsibility as	above, to manage county fiscal nty. I understand that delegating	resources in
County Administrator/Cou	unty Official(s):		
Name:			
Title:			
Signature:		Date:	

Division of Extension – County Partnership Guidance

OVERVIEW

The 100+ year partnership between UW-Madison Division of Extension (Extension) and Counties has endured a great deal of change and our partnership continues to be crucial in providing educational services to the people of Wisconsin. Changes have occurred among both partners over the years. And, the codification of the partnership in state statute (Chapter 59), has not evolved with the changes.

The purpose of this document is to serve as a foundation that allows a new Extension committee member, county board member, or the general public an understanding of the benefits and responsibilities of the partnership between Extension and Counties.

This document is not a legal contract. It was developed with input from the Wisconsin Counties Association Executive Committee, which includes several county representatives, to be broad enough such that each of the 72 counties can see themselves within the context of the partnership. The document is also not meant to prescribe specific details, such as how many support staff an office should have for example. There are certainly many factors that influence decisions like that, and in partnership, Extension is open to engage in those discussions to determine the best solution.

Moving forward, with this foundational document in place, Extension will work with the Wisconsin Counties Association (WCA) and their Education and Extension committee to review this document on a bi-annual cycle and identify items that need clarification so the document can continue to grow and develop as we identify new topics to include and as our relationship evolves over time.

Our hope is this document continues to provide clarity between the relationship and how we can cooperatively partner to better serve the people of Wisconsin in the future. Together we can achieve more!

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Preamble

Change is inevitable, and over the past 100+ years, UW-Madison Division of Extension (Extension) and Counties have evolved to continue to meet the ever changing educational needs of our local and statewide constituents. It is Extension's hope and aspiration to grow and evolve in concert with the Counties.

Both County government and Extension have evolved since the authoring of <u>Chapter 59.56</u>, which captures the foundations of the relationship between Extension and counties in state statute.

Notable changes include:

- Since the late 1990's, Extension educators have been 100% state employees having one employer and a uniform benefits program, and not employees of both the county and the state as outlined in 59.56(3)(c);
- Some counties have combined Agriculture and Extension Committees with other county departmental committees, which varies from 59.56(3)(b);
- And, the focus of our shared educational work has evolved from what is listed in 59.56(3)(f) and has required that Extension education become more specialized and focused to meet the more complex local and state needs.

Additionally, there are many other elements of the Extension-County relationship that are not specifically codified in statute that have evolved over time, such as support staff needs and numbers, and the addition of more multi-county educators and regional specialists

We recognize the need to make sure our changes are evolving in partnership with counties and vice versa. While we have been responsive to changing county needs, we need to continue to collectively reconnect and strengthen the mutual understanding of our partnership. We have mutual interests and we both depend on our partnership to meet these needs. This document is focused on the nexus of this interdependence, and should not be considered a document that reflects everything.

Together we will engage in discussions that create a common understanding among Counties that partner with Extension to best address critical educational needs. We believe we mutually agree on many aspects of the relationship. We know we can strengthen the understanding around aspects that may be more complicated or have yet to be defined.

DOCUMENT REVIEW PROCESS:

This foundational document was reviewed by the Wisconsin Counties Association Executive Team in March of 2021. Several other counties also offered input. Extension will work with the WCA committee on Extension and Education to strategize and focus attention on the partnership items that need clarification so the document can continue to grow and develop as we identify new topics to include and as our relationship evolves over time.

Introduction

Extension has been part of the University of Wisconsin System since 1906 and hired its first county-based educator, E.L. Luther, in 1912 in Oneida County. Both Extension and Wisconsin counties have benefited from the strong partnership to provide an array of educational programs that continue to serve the people of Wisconsin wherever they live and work. Fundamental to our mission to fulfill the promise of the Wisconsin Idea, Extension extends the boundaries of the University to the boundaries of the state. We establish beneficial connections with all of our statewide stakeholders including our connection to UW-Madison and other UW campuses, and our partnerships with county and tribal governments, as well as with other public and private organizations. Our faculty and staff continue their impactful work across the state to enhance the quality of life for all Wisconsin residents. Our educators don't lecture or give grades in a typical classroom. Instead, we deliver education to people where they live and work – on farms, in schools, in community centers and other locations that are convenient for people both virtually and/or face-to-face. Extension educators also engage with civic groups and county boards, write newspaper columns, participate in radio and TV programs, facilitate meetings and build coalitions to solve complex, high priority community needs. Extension brings the research, knowledge and resources of the University of Wisconsin to your community.

Purpose and Scope of Guidance

With over 100+ years of a successful partnership between Extension and Counties, we understand there is a benefit of clearly defining the roles and responsibilities of the partnership so we can mutually meet the needs of the residents across Wisconsin. More specifically we hope this document serves to:

- Describe the types of services and programs that Extension provides to the county, based upon the level of educational services that the county agrees to invest in;
- Describe the types of services and resources the county will provide to host an Extension office in their county;
- Standardize the processes, responsibilities, and connections between Extension and the county

Extension Responsibilities

Role of the Area Extension Directors (AEDs)

Extension fully invests in <u>Area Extension Directors (AEDs)</u> who oversee an area comprising one to five counties each. These administrative positions are responsible for partnership management, supervision of educators, team and staff leadership and development, financial management and program coordination.

Through the many interactions the AED has with county partners and local educators, the AED develops a solid understanding of the local needs and county priorities and helps to align

Extension educational programs to ensure the programs address county needs. Educators also communicate local needs to their programmatic Institutes which collectively identify opportunities for issues that exist statewide. Some additional primary duties of the AED include:

- They serve as the county Extension Department Budget Officer and Administrative
 Officer for the counties in their area. Specific signatory authority is agreed to by the
 county to allow the AED to serve in this capacity.
- They are the hiring authority of Extension staff and serve as the direct supervisor of Extension educators, conducting annual and mid-point performance evaluations with each Extension employee.
- They are responsible for the regular operations of county Extension offices and may provide oversight to county staff within the office.
- They support educators and staff who direct Extension volunteers. They engage when volunteer behavior concerns expand beyond coaching or if dismissal of the volunteer is warranted.
- They monitor and manage risk and liability situations that might arise.

Roles of Extension Employees

Fundamental to our mission to fulfill the promise of the <u>Wisconsin Idea</u>, Extension extends the boundaries of the University to the boundaries of the state. We establish beneficial connections with all of our statewide stakeholders including our connection to UW-Madison and other UW campuses, and our partnerships with county and tribal governments, as well as with other public and private organizations.

Extension faculty and staff educators assess local and statewide needs to develop and deliver educational programs that transform the lives of people in communities, with emphasis on addressing the local needs of youth, families, government, agriculture, businesses and others. Educators bring research-based information backed by one of six academic disciplines housed within Extension.

Institutes not only serve as the programmatic home of Extension employees but also include expertise from faculty and staff integrated with UW-Madison and other UW-colleges. This provides access to cutting-edge research and knowledge around issues that matter to the people of Wisconsin. Educational programs that are hosted at the local level are based on sound research-based knowledge.

Educational services are broadly defined and include the work that is included in an annual work plan for a particular educator in a geographic location. Educators, as state employees, have responsibilities and expectations that include participating on teams and/or research activities that support programming that benefits audiences statewide as well as locally.

The county will be a partner in identifying key educational priorities for Wisconsin residents, and in collaboration with Extension leadership, counties will identify local educational priorities for their communities through an annual listening and needs assessment session with the Extension oversight committee within the county.

Role of Area Extension Directors and Performance Evaluations

Employees hired by Extension as part of the 136 County Contract are employees of Extension. They are subject to Extension personnel rules, policies, and procedures. Faculty, academic staff and university staff follow the guidance and policy appropriate to their respective appointment in Extension.

The AED is responsible for supervision, performance evaluations, and performance management of Extension academic staff and University staff working in the county. Faculty are reviewed by their Academic Department Chair or Section Chair of their department. The county Extension oversight committee is encouraged to provide performance feedback for all the county-based educators to the AED to consider when conducting their review. And, the oversight committee is encouraged to raise concerns as well, although performance remediation of Extension staff is confidential, similar to county staff performance.

Roles of Extension Volunteers

Extension benefits from and relies on nearly 11,000 volunteers who serve to increase the educational delivery of programs in counties across the state. Any individual who meets Extension's definition of a volunteer and completes all registration requirements is considered an Extension volunteer. The majority of volunteers within Extension are connected to the 4-H Program and additional information regarding what it takes to become a volunteer, and the expectations associated with volunteering, can be found within the <u>WI 4-H webpage</u>.

Volunteers are an essential component of Extension's outreach. Extension enhances its ability to impact the lives of people in all areas of Wisconsin through the efforts of volunteers. Since volunteers represent Extension while providing the service outlined in their volunteer agreement letters, they must abide by the rules, regulations, and policies set by the University of Wisconsin-Madison, Division of Extension, and the State of Wisconsin. These include, but are not limited to Extension's Volunteer Behavior Expectations. In addition, volunteers must comply with federal nondiscrimination laws and policies. All volunteers are accountable to Extension while volunteering in Extension programs.

In support of the volunteers, Extension provides management, oversight, training, liability insurance and other benefits for volunteers while working in the capacity as an Extension Volunteer. Both Extension employees and volunteers are covered by Extension liability insurance while working to accomplish Extension's mission.

Administrative Duties serving the county

The AED has the privilege of serving as the county Extension Department Budget Officer and Administrative Officer for the counties in their area. The AED is often viewed by the county as the office Department Head in the county. In most situations, counties provide signature and management authority to AEDs for Extension related county accounts and business activities for the county Extension office. This authority is formalized within the 136 contract and formally authorizes and codifies this role with the county, and can be updated at any time. In some counties, the signature authority is maintained with a county employee or other designee. The

county is asked to confirm the amount of signature authority it authorizes to the AED as a means to fulfill many of the roles of managing the office budget. Because most AEDs serve multiple counties, the AED may partner with an office staff member to assist with the day-to-day management of the office.

Partnering with the county to identify educational priorities

Assessing current and future educational needs is an ongoing process that counties, AEDs, local educators, program managers, and Institute Directors consistently engage in. This is often done through a needs-assessment process which incorporates community conversations with key leaders, a synthesis of community reports and data and investigation into current best practices within their respective fields. Results are shared with key stakeholders.

Extension educators are asked to annually update their work plans and goals that serve the identified needs of residents within their geographic area, and contributions to Extension teams and programs. Educators regularly share summaries of programmatic goals and updates with their respective Extension oversight committee. Oftentimes situations arise in a given year which may require an adjustment to their work plan. The Extension committee will be engaged and kept abreast of changes throughout the year as the AED and/or educators share updates about programming and accomplishments.

Extension utilizes a program recording system to capture the outcomes and impacts from educators. This data is used by AEDs to develop monthly and annual reports. Special reports can be developed as requested throughout the year. In many rural counties, educators provide a written or oral report to the committee as frequently as monthly. In other situations, reports may be quarterly or even annually. Extension Committees should engage with their AED to strategize on how we can best share the impact and programs that are delivered to the county stakeholders.

County Responsibilities

County Facilities

The county agrees to provide office space, meeting space, telephone, computer, network connections for email and other communications, software, and other general office supplies for the local staff serving that countyExtension does not dictate the level of support necessary from the county, but would expect comparable support as other county departments; adjusted for size and needs of the specific program (eg 4-H).

In many cases this includes:

- Office and educational meeting room space.
- Adequate supplies for office and educational programming needs.
- Access to computers, internet, and other necessary office and educational equipment.

 Adequate storage space for equipment, publications, program supplies, materials and files.

In some cases, through negotiation with the county, additional staff such as area or regional outreach specialists, fully funded by Extension, may be housed in a county office if space is available. The county benefits by having that additional resource located in their county. Terms and conditions will be negotiated by the AED between the county and Extension in those cases.

Office support

Support staff provide a critical function within the county Extension office. They are typically the first person that members of the public interact with. They can quickly identify which educator or resource may be able to further answer the person's question. They also provide assistance for program material preparation, marketing and outreach of educational programming, data-base entry of participants and enrollment, mailings of newsletters and other critical roles that help support the efficiency and effectiveness of the office and the educator's work.

The county agrees to provide adequate local office support. Again, although Extension does not offer a formula for determining the number of support staff the county should invest in, a minimum level of staffing would include one support staff. We would ask the following minimum support be provided for each Extension office:

- Support the administrative needs of the office
- Meet the program support needs of the educators

Extension has also explored and utilized new support staff models with some counties. For example, a support staff can be hired as an Extension employee on the 136 contract. These positions continue to be fully county-funded but this adds additional benefits:

- Eliminates the risk associated with an AED supervising a county support staff employee, especially through performance issues.
- The support staff member would have access to all the software licenses that
 educators have access to including Microsoft Office, Zoom, Qualtrics and other
 educational-related software resulting in a cost savings for the county and more
 uniformity with Extension staff.
- The support staff member directly utilizes all of the same processes and systems of Extension employees

Supervision of County Employees

County support staff who are county employees typically function at a high capacity as part of an effective office Extension team. When performance is high, there are rarely challenges with an AED providing support and guidance for county support staff. However, as Extension is not the employer of county support staff, there is risk and liability associated with having an AED supervise a county employee, especially through performance concerns. The county will need to ensure that performance reviews of county employees are managed appropriately in the partnership. Support staff are part of the office team, which is important for the effectiveness of the Extension office. However, while Extension can contribute feedback and input for performance evaluations of support staff, Extension needs to work in partnership with the county HR department on county staff performance reviews.

An AED can serve as a supervisor of function for county employees within the office, but cannot serve as the supervisor of record. This adds a level of risk and liability for Extension and the county. Performance and disciplinary actions with county employee support staff must be led by the county. Again, in most situations the AED benefits by the engagement of support staff as part of the team. It's in the rare cases of performance issues with a county employee that the AED cannot be their 'supervisor' during that process.

County Policy, Rules and Procedures

Similar to the guidance above regarding Extension staff and employees, any individuals who are employed by the county are county employees and are subject to applicable county personnel rules, policies and procedures. Likewise, any volunteer who works on behalf of the county to further the purposes of the county will be considered a volunteer of the county.

The county will be responsible for ensuring that its employees and volunteers take affirmative steps to make it clear that they are employees or volunteers of the county. And, similar to the protections afforded to employees and volunteers that work on behalf of Extension, the county shall be liable for the acts and omissions of its **employees** and **volunteers** while acting within the scope of their employment or volunteer role.

County Policy Impact on Extension

Counties, as well as Extension, have developed work-related policy. Extension staff housed in a local Extension office are users of county-based technology, facilities and may have access to other county-based services potentially including the use of a county purchasing card for business reasons. County-based Extension staff will abide by policy that relates to privileges afforded by the county. This may include but is not limited to:

- Technology use and cybersecurity
- Keys to access the building
- Driving authorization if using a county vehicle

Similarly, Extension also has work-related policies that all Extension staff are expected to follow. There may be an overlap of some programs, such as Sexual Harassment training, technology/cybersecurity training, drivers authorization (for personal vehicle which is the norm for most staff). Extension staff will accept responsibility for county policy as it applies to their roles.

County Extension Oversight Committee

Each county Extension department should have an Extension oversight committee for policy and decision making as described in state statute. In a majority of counties, a dedicated committee is assigned for the Extension department. In other cases, counties have a committee that oversees several departments including Extension. The oversight committees provide valued feedback to Extension (via the AED) on educational priorities, county budget, and staffing decisions.

Committee business such as agenda creation and minute taking is a county government function and is the responsibility of the county. The county Extension oversight committee should take the lead role in developing their committee agendas and taking minutes during their meetings. If support is needed for taking minutes during the meeting, the committee chair should work with their county clerk to explore options, such as the use of the county support staff. AEDs will engage and partner with the committee on agenda creation, to highlight the work that Extension educators are conducting in the area and on budget development and approvals, etc.

Mutual Responsibilities

Partnerships, such as those between Extension and County government, require mutual understanding and agreement, in order to glean the mutual benefit that each partner provides to the other. For over 100 years, Extension and counties have formed a partnership to help meet each other's mission. A supportive partnership relies on regular communication, mutual financial support, and positive working relationships. Area Extension Directors are the key and first point of local contact with Extension that a county partner has to address concerns, raise questions, or tackle issues. AEDs are in frequent and regular contact with other leaders in Extension, including Assistant Deans that supervise AEDs across the state, to help support whatever needs arise.

Budget responsibilities

Extension provides co-funding for a limited number of Educator positions across the state. Counties purchase Extension's educational services through an annual or multi-year 136 County Contract. The contract is updated and authorized annually for the calendar year. If both partners have adequate resources, positions can be co-funded based upon an annually established fee for educational services in the 136 County Contract. Counties can also fully-fund additional positions if Extension does not have the resources to co-fund all, or part, of the position.

The 136 County Contract is established with a fee structure for educational service for a given year. Regardless of employee salary, the possibility for mid-year promotions, or other factors, counties benefit by knowing the annual cost of the contract for service for the year for co-funded positions.

The fee for educational service also leverages other services and resources of the University of Wisconsin - Madison. The educator can tap into the expertise of specialists, technology, and other resources to address local issues. In general, the more the county contributes through the 136 County Contract for educational services for positions, the greater the opportunity and benefit of leveraging Extension resources since the educators bring connections with campus specialists and other resources.

The AED is responsible for developing the county contract with appropriate staffing and accurate costs, and building that into the departmental budget for county adoption. The AED

works through the appropriate channels and approval processes to ensure the departmental budget is reviewed and adopted by the full county board according to the county timeline.

Both Extension and the county recognize the cost of doing business may increase from year to year. Extension will review the fee structure each year and may include a fee adjustment to account for anticipated or unanticipated adjustments in the costs of doing business. Factors that contribute to these increases over time may include state-mandated pay-plans, health care and benefits related costs, promotions and other factors that impact costs.

Per the county contract, counties agree to provide travel and appropriate job expenses. County travel budgets dictate how much travel can occur for an educator to meet the educational needs of county constituents.

Hiring and Managing Vacancies

When a position becomes vacant both Extension and the county will re-evaluate the need and the financial commitment to the position. Both partners need to review and approve their financial commitment and other decision points before approving the refilling of the position. If the county and Extension agree to continue to support the desired program and position, Extension will lead a hiring process with the AED as the hiring authority. If, during the process of determining the financial commitment and need for the position, a different type of work or educator focus is desired by the county, Extension will assess its ability to fulfill the county's request. For most positions, with the exception of FoodWIse staff because they are fully federally grant-funded, the AED will seek input and engagement from the county throughout the hiring process.

State budget cuts over the years have reduced the number of Extension educator positions across the state. Extension does not have the resources to co-fund multiple positions in every county across the state. As a necessary effort to provide service to more people, Extension has also been utilizing more specialized positions within a program area and sharing the position across two or more counties. Most of the programmatic institutes have examples of this shared arrangement. Typically, counties that support a shared position prorate the cost of the position across the number of counties participating. When a county cannot, or chooses not to, maintain their funding, this transfers additional financial burden to the remaining counties, and could possibly lead to a shared-educator feeling insecure in their position, leaving, or having their position reduced or eliminated. Extension has developed a short term bridge approach to funding in these rare situations to be supportive of educators.

The AED will work with Extension Human Resources and lead the interview process to ensure that EEO/AA and other policies are followed. Typically one to two representatives from the county can be involved with the final interview process. These representatives may include elected county supervisors from the Extension committee, county administrator, county HR director, or other appropriate county representative. Anyone that participates in a hiring panel must comply with training and orientation requirements of Extension to ensure all policies are followed.

Extension discourages counties from hiring county staff to serve as 'Extension like' educators in a county office. This has created significant challenges associated with supervision and

direction as well as liability and insurance concerns. As referenced earlier, positions hired under the 136 County Contract, whether co-funded or fully county-funded, can leverage services and resources of Extension and the University of Wisconsin-Madison. These staff can tap into the expertise of specialists, technology, and other resources of the University to address the local issues. County employees do not have the same level of access to those resources.

Although Extension does not control what positions the county hires, the county will be responsible for ensuring that its employees (and volunteers) take affirmative steps to make it clear that they are employees or volunteers of the county.

Professional Development

Professional development shall be supported by both Extension and the county. The AED works closely with the educational staff to identify professional development needs. Professional development requested or required at the state level will be financially supported by Extension. Professional development that benefits the county (conferences, training, etc) should be supported with professional development funds associated with the county Extension department budget.

Educator's travel to Extension mandated meetings will be covered by Extension.

Nondiscrimination/Affirmative Action

The county and Extension will comply with all applicable state and federal laws and rules prohibiting unlawful discrimination. During the performance of work under this contract, Extension agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, religion, color, sex, national origin, age, disability, arrest or conviction record, marital status, political affiliation, sexual orientation, or membership in the National Guard. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Extension further agrees to take affirmative action to ensure equal employment opportunities.

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