



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

September 6, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of September 6, 2022 is Presented for Approval** [2022-332](#)

Sponsors: County Manager's Office

Approve the agenda of September 6, 2022.

2. **Minutes from August 23, 2022 are Presented for Approval** [2022-333](#)

Sponsors: County Manager's Office

Approve the August 23, 2022 Minutes.

PROCLAMATION

3. **Proclamation: Luis Rosario, Ramsey County Assessor** [2022-466](#)

Sponsors: Board of Commissioners

ADMINISTRATIVE ITEMS

4. **2023 Regular Retiree Medical Insurance Renewal** [2022-472](#)

Sponsors: Human Resources

1. Approve the renewal of HealthPartners Inc., 8170 33rd Avenue South, Bloomington, MN 55425 and Blue Cross and Blue Shield of Minnesota, PO Box 64560, Saint Paul, MN, 55164 as the medical insurance carriers for Regular Retirees of Ramsey County and other participating public entities for plan year 2023.
2. Approve the following plans and monthly rates for Retirees for 2023:
 - HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area, at \$290 for single coverage and \$581 for family coverage.
 - HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees and spouses/dependents who reside in the United States outside of the Journey service area, at \$290 for single coverage and \$581 for family coverage.
 - HealthPartners Major Medical with enrollment restricted to non-Medicare-eligible

- retirees ages 65 and over and their families, at \$985 for single coverage and \$1973 for family coverage.
- Blue Cross and Blue Shield Medicare Advantage Classic with Rx option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States, at \$198 for single coverage and \$397 for family coverage.
- Blue Cross and Blue Shield Medicare Advantage Standard Preferred Provider Organization with Blue Rx for Medicare eligible retirees and spouses who reside anywhere in the United States at \$282 for single coverage and \$565 for family coverage.
- 3. Authorize the County Manager to execute the 2023 contract renewals with HealthPartners and Blue Cross and Blue Shield.

5. Terms of Collective Bargaining Agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years of 2022, 2023 and 2024 [2022-460](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years of 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

6. Terms of Collective Bargaining Agreement with Ramsey County Technical Employees Association for the Years 2022, 2023 and 2024 [2022-463](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with Ramsey County Technical Employees Association for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

7. Revised Salary Grade for Seven Job Classifications in the Public Health, Women, Infants and Children Nutrition Job Series [2022-405](#)

Sponsors: Human Resources

Approve the Revised Salary Grade for seven job classifications in the Public Health Women, Infants and Children (WIC) Nutrition Job Series to include the following titles:

Job Classification	Schedule	Grade	Annual Salary Range
WIC Nutrition Educator			
WIC Nutrition Educators:			
- American Sign Language	From: 22N	17M	\$42,384 - \$62,507
- Hmong speaking	To: 22N	20M	\$47,278 - \$70,192
- Karen speaking			
- Somali speaking			
- Spanish speaking			
Nutrition Specialist - WIC	From: 02A	23M	\$53,196 - \$78,761
To: 02A	31		\$71,164 - \$105,545

-
- 8. Joint Powers Agreement with the Metro East Consortium for Adult Basic Education Services** [2022-457](#)
- Sponsors: Community Corrections
1. Approve the Joint Powers Agreement with the Metro East Consortium, 2520 East 12th Avenue, North St. Paul, MN 55109 for adult basic education services.
 2. Authorize the Chair and Chief Clerk to Execute the Joint Powers Agreement.
- 9. Sale of a Tax-forfeited Property Located at 1179 Seminary Avenue West to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota** [2022-461](#)
- Sponsors: Property Tax, Records & Election Services
1. Approve the sale of the tax-forfeited property located at 1179 Seminary Avenue West (27-29-23-44-0075) to the Housing and Redevelopment Authority of the city of Saint Paul, MN for \$10,000, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing.
 2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.
- 10. Repurchase of a Tax-forfeited Property Located at 558 Arlington Avenue East, Saint Paul, MN 55130** [2022-464](#)
- Sponsors: Property Tax, Records & Election Services
1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 3
PIN: 20-29-22-31-0028
Property Address: 558 Arlington Avenue East, Saint Paul, MN 55130
Repurchase Amount Due to Date: \$25,975
 2. Approve the repurchase of the above tax-forfeited property by Linda Phillips, fee owner at the time of forfeiture ("Repurchaser"), subject to the Repurchaser executing a repurchase contract within 90 days of approval.
- 11. Speed Zone Study on Various Ramsey County Roads** [2022-468](#)
- Sponsors: Public Works
1. Request the Minnesota Department of Transportation to conduct a speed zone study on portions of McKnight Road, Victoria Street, Edgerton Street, and New Brighton Road.
 2. Authorize Ramsey County Public Works to install speed limit signs based on the Minnesota Department of Transportation's study results.
- 12. Amendment # 1 to the Master Grant Contract with Minnesota Department of Employment and Economic Development for Employment Services** [2022-465](#)
- Sponsors: Workforce Solutions
1. Approve amendment # 1 to the Master Grant Contract with the Minnesota Department of Employment and Economic Development for Employment Services to update the
-

Workforce Solutions address noted on the contract, with all other terms and conditions remaining the same.

2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the Chair and Chief Clerk to execute future amendments related to an address change, in a form approved by the County Attorney's Office.

13. Carryover of 2021 Property Management Operating Funds into 2022 Budget [2022-372](#)

Sponsors: Economic Growth and Community Investment

Approve funding and related transfers of \$840,000 from Property Management's Building Fund Balance for the following items:

- Public Works Fund Operating Projects; \$144,000.
- Library Facilities Fund Operating Projects; \$380,000.
- Courthouse Facilities Fund Operating Projects; \$76,000.
- General Building Fund Operating Projects; \$240,000.

14. Cancellation of the October 4 and November 1, 2022 Board Meetings [2022-476](#)

Cancel the Ramsey County Board meetings of October 4 and November 1, 2022.

POLICY ITEM

15. Presentation of the 2023 Supplemental Budget and Performance Measures [2022-475](#)

Sponsors: County Manager's Office

None. For information only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

12 p.m.: Minnesota Landmarks Board of Directors Luncheon with Board of Commissioners
Landmark Center - Courtroom 326, 75 W 5th Street, St. Paul, MN 55102

2 p.m.: Budget Committee of the Whole - Strategic Team
Council Chambers – Courthouse Room 300

3:30 p.m.: Budget Committee of the Whole - Information and Public Records Service Team
Council Chambers – Courthouse Room 300

Advance Notice:

September 13, 2022 No county board meeting – Budget Committee of the Whole

September 20, 2022 County board meeting – Council Chambers
September 27, 2022 County board meeting – Council Chambers
October 4, 2022 No county board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2022-332

Meeting Date: 9/6/2022

Sponsor: County Manager's Office

Title

Agenda of September 6, 2022 is Presented for Approval

Recommendation

Approve the agenda of September 6, 2022.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2022-333

Meeting Date: 9/6/2022

Sponsor: County Manager's Office

Title

Minutes from August 23, 2022 are Presented for Approval

Recommendation

Approve the August 23, 2022 Minutes.

Attachments

1. August 23, 2022 Minutes



Board of Commissioners

Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

August 23, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Carter, Frethem, McDonough, McGuire, Ortega, Reinhardt, and Chair MatasCastillo. Also present were Ryan O'Connor, County Manager, and (remotely via Zoom) Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Carter:

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference.

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring.

1. Agenda of August 23, 2022 is Presented for Approval [2022-330](#)

Sponsors: County Manager's Office

Approve the agenda of August 23, 2022.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from August 16, 2022 are Presented for Approval [2022-331](#)

Sponsors: County Manager's Office

Approve the August 16, 2022 Minutes.

Motion by Carter, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

PROCLAMATION

3. Proclamation: Luis Rosario, Ramsey County Assessor [2022-466](#)

Sponsors: Board of Commissioners

Chair MatasCastillo tabled this item until September 6.

This Proclamation was tabled.

ADMINISTRATIVE ITEMS

5. Renewal of Active Employee and Early Retiree Medical Insurance Contract with HealthPartners for 2023 [2022-453](#)

Sponsors: Human Resources

1. Approve renewal of the contract with HealthPartners Inc., 8100 34th Avenue South, Minneapolis, MN 55440, to continue the HealthPartners Distinctions plan for Active Employees and Early Retirees for Plan Year 2023 at a 9% premium increase without any plan design changes, resulting in a total premium of \$1,103 for single coverage and \$2,629 for family coverage.
2. Authorize the County Manager to execute the 2023 contract renewal with HealthPartners.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-193](#)

6. Renewal of Employee/Retiree Dental, Employee Life and Employee Disability Insurance Contracts for 2023 [2022-454](#)

Sponsors: Human Resources

1. Approve renewal of the contract with HealthPartners, 8170 33rd Avenue South, Minneapolis, MN 55440, for dental insurance for active employees and retirees for Plan Year 2023, at a 3% rate increase with no plan design changes resulting in a total premium of \$46 for Single coverage and \$103 for Family coverage.
2. Approve renewal of the contract with Minnesota Life, 400 Robert Street North, Saint Paul, MN 55101, for county-paid Basic Life insurance, and employee-paid Optional Employee and Spouse Life, Dependent Life and Accidental Death & Dismemberment insurance for Plan Year 2023 at a 0% rate increase with no plan design changes.
3. Approve renewal of the contract with National Insurance Services of Wisconsin, Inc., 14852 Scenic Heights Road #210, Eden Prairie, MN 55344, for county-paid Basic Long-Term Disability and employee-paid Optional Long-Term Disability and employee-paid Short-Term Disability insurance for Plan Year 2023 at a 0% rate increase with no plan design changes.
4. Authorize the County Manager to execute the 2023 contract renewals with HealthPartners, Minnesota Life and National Insurance Services of Wisconsin.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-194](#)

7. Third Amendment to Lease Agreement with Badger Properties Riverview, LLC. [2022-443](#)

Sponsors: Property Management, Property Tax, Records & Election Services

1. Approve the Third Amendment to the Lease Agreement with Badger Properties Riverview, LLC, 421 Wabasha Street North, Suite 200, Saint Paul, Minnesota 55102 for an additional 5,000 square feet of warehouse space in the Riverview Business Center located at 105 State Street, Suite 200, Saint Paul, MN, 55107, for the period of September 1, 2022 through July 31, 2027.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-195

8. Agreement with Carl Bolander & Son's for Building 189 Design-Build Part 1 Services [2022-441](#)

Sponsors: Parks & Recreation

1. Accept and approve the Building 189 Demolition Project estimated budget and financing plan in the amount of \$1,431,553.
2. Authorize the County Manager to reallocate county funds from capital project fund balance to fund the Building 189 Demolition Project.
3. Authorize the County Manager to account for the Building 189 Demolition Project as a budgeted project in the Parks & Recreation department.
4. Approve the selection of, and agreement with, Carl Bolander & Sons, 251 Starky St., Saint Paul, MN 55107 for Part 1 Design-Build services for the Building 189 Demolition Project, for the period of two months after contract execution in the amount of \$138,200.
5. Authorize the Chair and Chief Clerk to execute the agreement.
6. Authorize the County Manager to execute the Part 2 agreement and amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
7. Accept the recommendation of Ramsey County's project labor agreement associations request to not use a Project Labor Agreement for the project.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-196

9. Ramsey County 2022 Cooperative Deer Management Plan [2022-442](#)

Sponsors: Parks & Recreation

Approve the Ramsey County Cooperative Deer Management Plan for 2022.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-197

10. Joint Powers Agreement with City of Saint Paul for Immigrant and Refugee Services [2022-409](#)

Sponsors: County Manager's Office

1. Approve the Joint Powers Agreement with the city of Saint Paul authorizing the city's transfer of funds up to \$100,000 to the county for immigrant and refugee legal defense services, for the period from August 23, 2022 through December 31, 2023.

2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-198](#)

11. Appointments to the Capital Improvement Program Advisory Committee [2022-451](#)

Sponsors: Finance

Appoint James Miller (incumbent) and Sue Hauwiller (incumbent) to the Capital Improvement Program Advisory Committee for terms that begin September 1, 2022 and end August 30, 2024.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-199](#)

12. Appointments to the Capitol Region Watershed District Board of Managers [2022-446](#)

Sponsors: Board of Commissioners

Appoint Mary Texer (incumbent) and Shawn Murphey (incumbent) to the Capitol Region Watershed District Board of Managers for terms beginning October 1, 2022 and ending September 30, 2025.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-200](#)

13. Appointments to the Community Health Services Advisory Committee [2022-450](#)

Sponsors: Public Health

Appoint Lucy Arias and Mark Traynor to the Community Health Services Advisory Committee for terms that begin August 23, 2022 and end June 26, 2024.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-201](#)

14. Appointments to the Corrections Advisory Board [2022-455](#)

Sponsors: Community Corrections

Appointment Richard A. Podvin to the Ramsey County Corrections Advisory Board for a two-year term that begins August 23, 2022 and ends December 31, 2024.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-202](#)

15. Appointment to the Personnel Review Board [2022-439](#)

Sponsors: Human Resources

Appoint Angela Nalezny (Incumbent) to the Personnel Review Board for a four-year term that begins August 23, 2022 and ends August 1, 2026.

Motion by Carter, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-203](#)

4. Terms of Collective Bargaining Agreements with the Ramsey County Deputy Federation for 2021 and 2022-2024 [2022-469](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreements with the Ramsey County Deputy Federation for the year of 2021 and years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreements incorporating the terms and conditions.

The item was pulled by Chair MatasCastillo. Discussion can be found on archived video.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-204](#)

COUNTY CONNECTIONS

Presented by County Manager, Ryan O'Connor. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair MatasCastillo. Discussion can be found on archived video.

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:34 a.m.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2022-466

Meeting Date: 8/23/2022

Sponsor: Board of Commissioners

Title

Proclamation: Luis Rosario, Ramsey County Assessor

Attachments

Proclamation

Proclamation

WHEREAS, Luis Rosario began his illustrious career with Ramsey County in 2005 as a Real Estate Appraiser 3 working his way up through the department to his appointment as Director of the County Assessor's department and County Assessor in 2017; and

WHEREAS, Luis led the department year after year providing accurate and equitable valuation to all real and taxable personal property located in Ramsey County; and

WHEREAS, Under Luis's leadership, each year the County Assessor's department has been compliant with all audits and reviews completed by the Minnesota State Department of Revenue; and

WHEREAS, Luis led the modernization of the County Assessor's department taking advantage of new technologies, including field mobile devices and Interactive Street Level Photography, which has greatly improved the quality of property assessments and reliability of data; and

WHEREAS, With these new technologies, Luis led the County Assessor's department without interruption through a global pandemic; and

WHEREAS, Luis has worked closely with community to ensure broad knowledge of the impact of property ownership to acquiring generational wealth for all Ramsey County communities; and

WHEREAS, Luis is well-known across Minnesota for implementing an internship program in the County Assessor's department centered in diversifying the assessing profession and has created numerous opportunities for people from diverse racial and ethnic communities and women in the profession; and

WHEREAS, Luis is respected and known by residents, staff, colleagues and other leaders across Ramsey County and the state of Minnesota as a gracious, compassionate, people centered and transformational leader; and

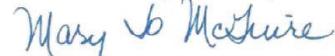
WHEREAS, Luis and his wife Dr. Inell Rosario, and their many family members are longtime residents and business owners in Ramsey County; and

WHEREAS, Ramsey County residents are fortunate to have benefitted from Luis's leadership during his 17 years with the county; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares September 6, 2022 as Luis Rosario Day in Ramsey County.



Trista MatasCastillo, Board Chair, District 3



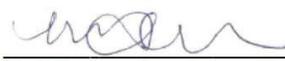
Mary Jo McGuire, Commissioner, District 2



Rafael E. Ortega, Commissioner, District 5



Victoria Reinhardt, Commissioner, District 7



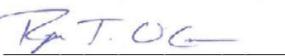
Nicole Frethem, Commissioner, District 1



Toni Carter, Commissioner, District 4



Jim McDonough, Commissioner, District 6



Ryan T. O'Connor, County Manager

Item Number: 2022-472

Meeting Date: 9/6/2022

Sponsor: Human Resources

Title

2023 Regular Retiree Medical Insurance Renewal

Recommendation

1. Approve the renewal of HealthPartners Inc., 8170 33rd Avenue South, Bloomington, MN 55425 and Blue Cross and Blue Shield of Minnesota, PO Box 64560, Saint Paul, MN, 55164 as the medical insurance carriers for Regular Retirees of Ramsey County and other participating public entities for plan year 2023.
2. Approve the following plans and monthly rates for Retirees for 2023:
 - HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area, at \$290 for single coverage and \$581 for family coverage.
 - HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees and spouses/dependents who reside in the United States outside of the Journey service area, at \$290 for single coverage and \$581 for family coverage.
 - HealthPartners Major Medical with enrollment restricted to non-Medicare-eligible retirees ages 65 and over and their families, at \$985 for single coverage and \$1973 for family coverage.
 - Blue Cross and Blue Shield Medicare Advantage Classic with Rx option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States, at \$198 for single coverage and \$397 for family coverage.
 - Blue Cross and Blue Shield Medicare Advantage Standard Preferred Provider Organization with Blue Rx for Medicare eligible retirees and spouses who reside anywhere in the United States at \$282 for single coverage and \$565 for family coverage.
3. Authorize the County Manager to execute the 2023 contract renewals with HealthPartners and Blue Cross and Blue Shield.

Background and Rationale

Ramsey County is currently in the fourth year of contracts for regular retiree medical insurance that were awarded through a Request for Proposals process in 2018. Regular Retirees are those employees who have reached age 65 or are receiving Medicare A and B due to disability. The contracts are renewable for one additional year (2023). No plan design changes were requested by the county for the 2023 plan year.

For 2023 HealthPartners has expanded the coverage area for the Journey plan from 60 to 70 Minnesota counties. The seventeen remaining counties, all located in the southeast corner of the state, are not in the HealthPartners Journey service area for 2023. Any Medicare-eligible retirees living in the Journey plan service area are able to enroll in the Journey plan. HealthPartners also offers a Retiree National Choice plan for those retirees living outside of the Journey service area. National Choice provides the same level of medical benefits as the Journey plan. While both the Journey and Retiree National Choice plans allow access to any medical provider that accepts Medicare, the Journey plan also includes a defined network of medical providers from which plan participants may choose. Both the Journey and Retiree National plans have the same monthly premium charge for plan participation.

Blue Cross and Blue Shield has enhanced its Medicare Advantage plans by networking with other Blue Cross and Blue Shield plans across the country to form a national provider network. Blue Cross and Blue Shield offers two Medicare Advantage plans for county retirees. The Blue Cross Classic plan has a higher copay for many of its services compared to the Blue Cross Standard plan. The Classic is being offered with a nearly 9% premium decrease in 2023. The Blue Cross Standard plan is being offered at a premium increase of just under 2%. The Classic plan did reduce the co-pay for specialist visits to \$30 (previously \$40) and the co-pay for preferred generic to \$0 (previously \$1). There were no plan changes for the Blue Cross Standard plan in 2023.

Proposed renewals are as follows:

- HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area. The Journey Plan is available in 70 counties in Minnesota. This plan along with the HealthPartners Retiree National Choice plan are the only options for those regular retirees who have a spouse or dependent who is not Medicare eligible but is eligible for coverage under the HealthPartners Distinctions plan. Rates for the Journey plan are remaining the same in 2023 as what is currently offered in 2022 (\$290 for single coverage and \$581 for family coverage).
- HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees who reside anywhere in the United States outside of the Journey plan service area. This plan along with the HealthPartners Journey plan are the only options for those regular retirees who have a spouse or dependent who is not Medicare eligible but is eligible for coverage under the HealthPartners Distinctions plan. Rates for the Retiree National Plan are remaining the same in 2023 as what is currently offered in 2022 (\$290 for single coverage and \$581 for family coverage).
- HealthPartners Major Medical plan with enrollment restricted to those Regular Retirees 65 and over and their families who are ineligible for Medicare. Rates for the Major Medical Plan are increasing 9% based on a rate cap guarantee agreed to under the HealthPartners medical plan for Active Employees and Early Retirees approved by the Ramsey County Board on August 21, 2018 (Resolution #B2018-277). Rates for HealthPartners Major Medical insurance in 2023 are \$985 for single coverage (*currently* \$904) and \$1973 for family coverage (*currently* \$1,810).
- Blue Cross and Blue Shield Medicare Advantage Classic with Rx Option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States. This is an alternative, lower cost, Medicare Advantage plan with higher copays for most medical services, a higher out-of-pocket maximum but a lower drug cost for basic prescription medications. There is no preventative dental coverage with this plan. Rates for the Advantage Classic with Rx Option 2 are decreasing by just over 9% in 2023 to \$198 for single coverage (*currently* \$216) and \$397 for family coverage (*currently* \$432)
- Blue Cross and Blue Shield Medicare Advantage Standard Preferred Provider Organization (PPO) with Blue Rx for Medicare-eligible retirees and spouses who reside anywhere in the United States. This is a higher premium Medicare Advantage plan, providing lower copays for most medical services. There is no preventative dental coverage under this plan. Rates for the Advantage Standard PPO with Blue Rx are increasing by just under 2% in 2023 to \$282 for single coverage (*currently* \$277) and \$564 for family coverage (*currently* \$554).

	2022	2023
HealthPartners Journey		

Single	\$290.40	\$290.40
Family	\$580.80	\$580.80
HealthPartners National Choice		
Single	\$290.40	\$290.40
Family	\$580.80	\$580.80
HealthPartners Major Medical		
Single	\$903.55	\$984.87
Family	\$1809.72	\$1972.59
Blue Cross Medicare Classic		
Single	\$216.00	\$198.50
Family	\$432.00	\$397.00
Blue Cross Medicare Standard		
Single	\$277.20	\$282.30
Family	\$554.40	\$564.60

More information on retiree benefits will be [posted <https://www.ramseycounty.us/employees/open-enrollment-information/open-enrollment-retirees>](https://www.ramseycounty.us/employees/open-enrollment-information/open-enrollment-retirees) on ramseycounty.us. The open enrollment period for retiree medical for 2023 is scheduled for October 24 through November 7, 2022.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

Ramsey County seeks to ensure that information is available to all ethnic communities employed by the county in support of their need for insurance coverage opportunities. Nearly 40% of the current employee population is racially and ethnically diverse with new hires from racially and ethnically diverse communities outpacing non-Hispanic whites by nearly 2 to 1 in the past few years. The LMC committee has discussed the issue of racialized, historical and intergenerational trauma, particularly as it arises in the workplace and how the county can consider any existing resources, as well as building new ones to incorporate into employee wellness efforts. The existence of a comprehensive benefits package that offers affordability for all benefits eligible employees helps to attract and retain a diverse and talented workforce.

Community Participation Level and Impact

There was no community participation for this item.

- Inform
 Consult
 Involve
 Collaborate
 Empower

Fiscal Impact

There are sufficient funds in the county’s Other Post Employment Benefit fund to cover the 2023 anticipated insurance cost for this program. For the current year, it is estimated that the cost for this benefit from both the retiree and the county will be just under \$10,000,000.

Last Previous Action

On September 21, 2021, the Ramsey County Board approved continuing with HealthPartners and Blue Cross and Blue Shield for retiree medical insurance for the 2022 plan year (Resolution B2021-196).

On August 21, 2018, the Ramsey County Board authorized a five-year contract with HealthPartners and Blue Cross and Blue Shield for retiree medical insurance (Resolution B2018-245).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2022-460

Meeting Date: 9/6/2022

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years of 2022, 2023 and 2024

Recommendation

1. Approve the terms of collective bargaining agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years of 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Background and Rationale

Collective bargaining with the American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys bargaining unit has resulted in a tentative agreement for a three-year contract for the years 2022, 2023 and 2024. This bargaining unit represents approximately 91 employees who are personnel in the Ramsey County Attorney's Office in the job classification of Assistant County Attorney.

The current agreement expired December 31, 2021 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties, and this agreement reflects the diligent efforts of union and management participants in the bargaining process as well as the assistance of the mediators at the Minnesota Bureau of Mediation Services. The settlement was reached between the parties on July 19, 2022 during a mediated session with the Bureau of Mediation Services. The bargaining unit subsequently voted to ratify the tentative agreement on August 5, 2022. The proposed settlement addresses the important interests of affected employees and the county while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

With approximately 4,332 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Sufficient funds are available in the Ramsey County 2022-23 operating budget.

Last Previous Action

None.

Attachments

1. American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys 2022-2024 Tentative Agreement Summary List

Ramsey County
AFSCME Local 8 Assistant County Attorneys
2022-2024 Tentative Agreement Summary

DURATION

This Agreement shall be effective as of the first day of January 2022 and shall remain in full force and effect until the last day of December 2024.

WAGES

2022: 1.50% wage increase effective the first full pay period following January 1, 2022. Employees shall progress through the wage schedule per the established salary plan in 2022.

2023: 2.25% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the established salary plan in 2023.

- Effective the first full pay period following July 1, 2023, a one-time Market Adjustment of 0.5% applied to the Attorney 3 Salary Plan 21A grade 41.

2024: 2.25% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the newly established salary plan in 2024.

- Effective January 1, 2024, steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change to steps that require less than five (5) years between progression.

MEDICAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022.
- Family – Effective January 1, 2022, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% ER / 8% EE	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% ER / 25% EE	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

2023:

- Single – Effective January 1, 2023, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- Family – Effective January 1, 2023, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee 2023 contribution being less than what the employee paid in 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	TBD	92% ER / 8% EE	TBD	\$6.00	TBD	TBD
Family	TBD	75% ER / 25% EE	TBD	\$47.00	TBD	TBD

2024:

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2022, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	\$44.68	50% ER / 50% EE	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% ER / 50% EE	\$49.80/mo	\$49.80/mo

2023:

- Single – Effective January 1, 2023, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2023, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	TBD	50% ER / 50% EE	TBD	TBD
Family	TBD	50% ER / 50% EE	TBD	TBD

2024:

Re-opener to address dental insurance for 2024.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment increase of \$10 effective January 1, 2022:

- **Single** – No less than \$75/month
- **Family** – No less than \$150/month

OTHER ECONOMIC ITEMS

One-Time Lump Sum Pandemic Recognition – Article 12

- \$1,000 to employees who have been required to work on-site and provide direct in-person services as of Q1 2022, as determined by the employer.

- \$500 to all other employees who were not required to work in-person or had the option to work from home as of Q1 2022, as determined by the employer.

Eligibility is based on employees meeting the above requirements who were employed as of the end of Q1 2022 and remain employed at the time the payment is issued following implementation of the full 2022-2024 Agreement.

This lump sum payment sets no precedence or guarantee of future lump sum payments for same or similar purpose and reference to shall be removed from future contracts.

OTHER LANGUAGE ITEMS

Juneteenth and Floating Holidays – Articles 7.1, 7.2

- Effective 01/01/2022, add Juneteenth as a county recognized holiday on June 19, within the existing twelve (12) paid holidays
- One floating holiday is exchanged for the recognition of the Juneteenth holiday
- The remaining floating holiday will be modified from an accrual over the course of a year to be provided in whole up to eight (8) hours provided annually.
- The floating holiday will be loaded annually the FFPP following the pay period that includes June 30th in which vacation capping occurs.

Sick Leave – Article 8

- 8.3(5) Increase the number of hours of sick leave that can be used for the purpose of birth or adoption from 40 hours to 80 hours.
- 8.3(8) Expand the use of bereavement leave to include non-traditional family arrangements for clarity and inclusivity
- 8.3(2) Expand the use of sick leave to care for domestic partners

Maximum Annual Vacation Accrual – Article 9

- 9.6 & 9.7 Increase maximum annual vacation accrual from 2 times to 2.5 times the annual accrual and reduce to a one-time per year capping date starting in 2022. Capping and effective date is on or about June 30th each year.

Separation Pay – Article 10

- Modify language throughout the Article from “severance” to “separation” for clarity. No substantive changes.

Leave of Absence – Article 11.9

- Modify language to include paid parental leave shall be utilized within six (6) months following the birth or adoption of a child(ren) and paid parental leave must be exhausted prior to using unpaid leave time.

Wages- Article 12.2 Deferred Compensation

- Revise language to clarify County deferred compensation contributions to vendor in the event of employees contributing to more than one vendor source, no change to County contribution amount.

Wages- Article 12.5 Continuing Legal Education (CLE)

- Revise Continuing Legal Education benefit to increase the annual individual carry over amount and reduce the annual central CLE fund allocation, add language that describes how employees utilize funds following expiration of the agreement while the parties negotiate a successor agreement.

Wages- Article 12.7 Tuition Reimbursement/Education Allowance

- Revise Education Allowance language to align with expansion of County-wide policy, no change to County reimbursement amount.

NEW Discipline Article- Article 14

- Add new Discipline language as Article 14
- Renumber following Articles and update Table of Contents and references throughout the contract

Grievance Article – Article 15

- Revisions to existing language due to addition of new Discipline Article 14
- Renumber subsequent Articles and update references throughout the contract

Extended Flexible Leave Memoranda of Agreement

- Revise language to allow for limited inclusion of part-time employee eligibility, and modify to address use of hours earned in December of each year to be used through the pay period including January 31 of the following year.

MEMORANDA OF AGREEMENT

- i. Vacation Advances- **Renew**
- ii. Labor Management Committee- **Renew**
- iii. Legal Representation- **Renew**
- iv. Short/Long Term Disability Sick Leave Bank- **Renew**
- v. Phased Retirement Option- **Renew**
- vi. Extended Flexible Leave- **Modified, see attached**
- vii. Facility Support Dog Pilot Program- **Renew**
- viii. 2021 Continuing Legal Education Funds- **Remove, expired**

LANGUAGE CHANGES

Article 7 Holidays:

7.1 Employees for whom a legal holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the legal holiday and be granted an alternative day off. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 7.2, with respect to provisional employees. Employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25, or New Year's Day, January 1, shall be credited with sixteen (16) additional hours which shall be compensated by pay or compensatory time-off at the discretion of the department head. No other overtime or differential pay shall be earned when this provision is in effect. Holidays are defined as:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Presidents' Day	The third Monday in February
Memorial Day	The last Monday in May
Juneteenth	June 19th
Independence Day	July 4th

Labor Day	The first Monday in September
Veterans' Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Christmas Day	December 25th
Floating Holidays	Eight (8) hours each year

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

- 7.2 When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans' Day falls on Sunday, the following day shall be a holiday for employees who work a Monday through Friday schedule. When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans' Day falls on Saturday, the preceding day shall be a holiday.
- 7.3 Every employee with probationary or permanent status shall be eligible for "floating holidays" on the following basis:
- 1) Effective 2022, employees shall be entitled to up to 8 (eight) hours per year.
 - 4) Effective 2022, full-time and part-time employees shall receive up to eight (8) hours of floating holiday annually on the first full pay period following the pay period including June 30, pro-rated for part-time employees.
 - 5) Employees who have worked less than 6 months will not be paid unused floating holiday hours if terminating employment.
 - 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

Article 8 Sick Leave:

- 8.3 Sick leave may be authorized for the following reasons with the limitations as specified:
- (2) In accordance with Minnesota Statutes 181.9413, sick leave not to exceed one hundred sixty (160) hours in a calendar year may be used as a result of an illness or injury of the employee's adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This paragraph does not apply to absences due to the illness or injury of a "child" as described in paragraph (1).
 - (5) Sick leave not to exceed eighty (80) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.

- (8) Sick leave not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandchildren, grandparents, a person regularly residing in the employee's immediate household, or person the employee regards as a member of the employee's immediate family, and shall include parents and siblings of persons regularly residing in the employee's immediate household.

Article 9 Vacation:

9.5 Each full-time provisional, probationary or permanent employee shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods:

<u>Number of years of Employment</u>	<u>Accrual in hrs. per pay period</u>	<u>Yearly Accrual in hours</u>	<u>Maximum Accrual</u>
Less than 4 years	4.6154	120	300
At least 4 years, but less than 15 years	6.1538	160	400
At least 15 years, but less than 23 years	6.4615	168	420
23 years or more	7.6923	200	500

9.6 Effective 2022, vacation may be accumulated to a maximum of two and half times (2.5) the annual vacation earning rate of the employee.

9.7 Effective 2022, any vacation in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30.

Article 10 Separation Pay:

10.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid separation pay according to Article 10.8 below, provided:

10.2 That at the time of separation, the employee has at least one hundred (100) hours of accumulated sick leave to their credit.

10.3 That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least five (5) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, or whose position has been abolished, or who was required to retire from the service under the

provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.

- 10.4 An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
- 10.5 That no classified permanent employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for separation pay until their employment is finally terminated.
- 10.6 That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
- 10.7 That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
- 10.8 Employees meeting the requirements of this Article will be paid separation pay based on one-half (1/2) of their accumulated sick leave hours at the time of separation according to the following schedule:

	<u>Maximum</u>
Employees with at least 100 hours sick leave and less than 480 hours -	\$ 5,000
Employees with at least 480 hours sick leave and less than 850 hours -	\$ 10,000
Employees with at least 850 hours sick leave and less than 1,000 hours -	\$ 11,000
Employees with at least 1,000 hours sick leave and less than 1,150 hours -	\$ 12,000
Employees with at least 1,150 hours sick leave and less than 1,300 hours -	\$ 13,000
Employees with at least 1,300 hours sick leave and less than 1,450 hours -	\$ 14,000
Employees with at least 1,450 hours sick leave and less than 1,600 hours -	\$ 15,000
Employees with at least 1,600 hours sick leave and less than 1,750 hours -	\$16,000
Employees with at least 1,750 hours sick leave and less than 1,900 hours -	\$17,000
Employees with at least 1,900 hours sick leave and less than 2,150 hours -	\$18,000
Employees with 2,150 hours or more -	\$19,000

- 10.9 Ramsey County will establish and administer a Post Termination Health Care Savings Plan (HCSP) for the bargaining unit. During the term of this agreement, bargaining unit members will contribute one hundred percent (100%) of any separation payment received under the terms of this Article to the HCSP. This HCSP will be effective upon ratification of this agreement by the bargaining unit and approval of the agreement by the Ramsey County Board of Commissioners.
- 10.10 Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

Article 11 Leave of Absence:

- 11.9 Effective 1/1/19, the County will provide three (3) weeks of paid parental leave (pro-rated for parttime employees) for the birth or adoption of a child. Effective 1/1/2022, paid parental leave shall be utilized within six (6) months following the birth or adoption of a child(ren). Paid parental leave must be exhausted prior to using unpaid leave time.

Article 12 Wages

12.1 Wage Schedules – 2022-2024. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered part of this Agreement.

- **2022:**

- 1.50% wage increase effective the first full pay period following January 1, 2022.
- Employees shall progress through the wage schedule per the applicable salary plan in 2022.
- A one-time, lump sum payment of one thousand dollars (\$1,000) will be made to employees who have been required to work on-site and provide direct in-person services as of quarter one 2022, as determined by the employer.
- A one-time, lump sum payment of five hundred dollars (\$500) will be made to all other employees who were not required to work in-person or had the option to work from home as of quarter one of 2022, as determined by the employer.

These lump sum payments set no precedence or guarantee of any future lump sum payments for same or similar purposes. Reference to these lump sum payments shall be removed from the contract following the expiration of the 2022-2024 agreement.

- **2023:**

- 2.25% wage increase effective the first full pay period following January 1, 2023.
- Effective the first full pay period following July 1, 2023, a one-time Market Adjustment of 0.5% applied to the Attorney 3 Salary Plan 21A grade 41.
- Employees shall progress through the wage schedule per the applicable salary plan in 2023.

- **2024:**

- 2.25% wage increase effective the first full pay period following January 1, 2024.
- Employees shall progress through the wage schedule per the applicable salary plan in 2024.
- Effective January 1, 2024, all applicable salary plans containing steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change will be made to steps that require less than five (5) years between progression.

12.2. When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part

by an existing classification which is a part of the bargaining unit as defined in Article 2.1 of this Agreement, the Employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure.

12.3 Effective the first full pay period following 1/1/2022 the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.

12.6 Continuing Legal Education (CLE).

- a. Effective January 1, 2022, each Assistant County Attorney shall receive a CLE allowance, to be paid by the County directly to the vendor or on a reimbursement basis, of five hundred dollars (\$500) per year, with a carry-over of unused amounts up to three years not to exceed one thousand five hundred (\$1,500) dollars.
 1. If amounts remain unspent in the individual attorney's account at the end of the third year or expiration of the Agreement if less than three years, one hundred percent (100%) of that unspent amount will be placed in the jointly administered CLE fund beginning on January 1, 2025, and may be utilized until the conclusion of the next agreement, up to three years.
 2. Unspent forfeit funds at the end of the prospective agreement, up to three years, are returned to the department and shall not be compounded with a future accrual period.
 3. In the event the Agreement expires and the parties are in process of negotiating a successor agreement, attorneys may apply for CLE funds from the jointly administered CLE fund.
- b. Effective January 1, 2022, a sum of twelve thousand dollars (\$12,000) will be allocated annually and spent solely for educational purposes for Assistant County Attorneys in the bargaining unit. All unspent funds at the end of each year of the Agreement shall be returned to the department. The fund shall be administered by a representative of the County Attorney and a representative of the Assistant County Attorneys, who shall make a recommendation to the County Attorney. The County Attorney will have the final decision as to how the funds are spent, consistent with this agreement.

12.7 Tuition Reimbursement/Education Allowance: Any employee who, in order to improve their current or future work performance, takes courses which have a direct relationship to their

work or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by their department head. Factors upon which an employee's eligibility depends include the relevance of the course work to the employee's position; the status of the educational institution, and availability of funds, pursuant to the County's Tuition Reimbursement guidelines Approval will not be granted for a course if a substantial equivalent is offered through the County. Effective 1/1/19, this limit shall increase to the tuition reimbursement shall be limited to four thousand dollars (\$4,000) annually per employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.

Article 14. Discipline

- 14.1 Prior to disciplining an employee, the employer should make effort to work with the employee in an attempt to actualize appropriate behavior and/or optimal performance by utilizing training, familiarizing of countywide and department policies, or performance improvement plans.
- 14.2 Discipline shall be only for Just Cause, provided in writing including the reason(s) therefore, effective date, generally in the following order, and in the form of:
- Written reprimand
 - Suspension
 - Reduction or demotion
 - Discharge
- 14.3 The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the Union present.
- 14.4 Investigation. Employees may be afforded union representation when the employee is part of an investigation; that right shall be offered to employees upon notice of the investigation. It is the employee's responsibility to secure union representation.
- 14.5 Written Reprimand. Written reprimands will become part of an employee's personnel file. The employee will receive a copy of such reprimand.
- 14.6 Limited Retention. Upon agreement between the union and management, a written reprimand will be removed from an employee's personnel file provided that (1) no further disciplinary action has been taken against the employee for same or similar infractions six (6) months to one (1) year as agreed to from the date of written reprimand and (2) the employee submits a request for removal. Such request to remove a document from a personnel file under this section shall not be placed in the file. Materials removed pursuant to this section shall be provided to the employee. Removal of written reprimands shall be subject to the county's retention records and any applicable federal and state laws.
- 14.7 Loudermill. In the event of a reduction, demotion, suspension, or discharge, the employee shall be offered a Loudermill meeting for an opportunity to hear an explanation of the evidence against them, to present their side of the story, and shall be informed of the right to have a representative, which may be a union representative, at such meeting. The employee shall remain in pay status and disciplinary action shall not become effective during that period when

the meeting may occur. However, if the employee was not in pay status at the time of the notice of discharge for other reasons, the requirement to be in pay status shall not apply.

- 14.8 Disciplinary Grievance Procedure. An employee receiving discipline may submit the disciplinary action to the grievance procedure beginning at Step 2 pursuant to Article 15 Grievance Procedure, or appeal the disciplinary action through the non-bargaining grievance procedures provided under the Ramsey County Personnel Act and Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action.

Article 15. Grievance Procedure

- 15.1 Definition of Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-contractual remedies in the County Personnel Act and Rules and Veterans Preference Act. An employee may not employ both the grievance procedures under this Article and non-contractual remedies for the same grievance.
- 15.2 Organization Representatives - The County will recognize representatives designated by the Union as the representative or steward of the bargaining unit having the duties and responsibilities established by this Article. A list of union representatives or stewards will be provided to Labor Relations in Human Resources at least annually or in the event there are changes in representatives.
- 15.3 Processing of Grievance - It is recognized and accepted by the Union and the County that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employees' duties and responsibilities. The aggrieved employee's union representative or steward, if an employee, shall be allowed a reasonable amount of time, without loss in pay, to investigate a grievance and present grievances to the County during normal working hours provided the employee and the employee union steward have notified the designated supervisor.
- 15.4 Grievance Procedure - Grievances shall be processed in the following manner:
- Step 1. The union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.
- Step 2. If the grievance is not settled in Step 1, it shall be referred in writing by the union representative or steward to the department head or designee within ten (10) work days after the designated supervisor's answer in Step 1. The department head or designee shall discuss the grievance within ten (10) work days with the employee and the Union representative or steward at a time mutually agreeable to the parties. The department head or designee shall give written answer to the Union within (10) work days following their meeting.
- Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources or designee within ten (10) work days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or representative, the

employee, and the Union shall be held ten (10) work days following the Union request for a Step 3 meeting at a time mutually agreeable to the parties. At this meeting all pertinent facts shall be presented by the Union and the Employer. The Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) work days following this meeting.

Step 4. Arbitration - If the grievance is not settled in Step 3, and the Union wishes to refer the grievance to arbitration, the Union shall inform the Employer of its intent to arbitrate within ten (10) work days after the Union's receipt of the Employer's written answer in Step 3. The Union and the Employer will then select an arbitrator either under the alternate striking provisions of Minnesota Statutes 179A.21, Subdivision 2, or by another method mutually agreeable to the Union and the Employer.

- (a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the County and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- (b) The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- (c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

15.5 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any agreed extension, the grievance should be considered settled on the basis of the Union's requested relief. The time limit in each step may be extended by mutual written agreement of the County and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

15.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

15.7 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

Article 17 Insurance

17.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and

permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

- **Single:** Effective January 1, 2022, the total premium for single coverage is \$1,012.17 per month. The monthly premium shall be split 92% County/8% employee. The County will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022, which results in an employee contribution of \$77.97 per month and a County contribution of \$934.20 per month per employee.
- **Family:** Effective January 1, 2022, the total premium for family coverage is \$2,412.21 per month. The monthly premium shall be split 75% County/25% employee. The County will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022, which results in an employee contribution of \$571.05 per month and a County contribution of \$1,841.16 per month per employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Premium Split Dollars: Employer/Employee	Employer Provided Monthly Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% / 8%	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% / 25%	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

2023 –

- **Single:** Effective January 1, 2023, the total premium for single coverage shall be split 92% County/8% employee. The County will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- **Family:** Effective January 1, 2023, the total premium for family coverage shall be split 75% County/25% employee. The County will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee’s 2023 monthly insurance contribution being less than what the employee paid in 2022.

Coverage	Total Premium Amount	Premium Split Percentage:	Premium Split Dollars:	Employer Provided	Resulting Employee Contribution	Resulting Employer Contribution
----------	----------------------	---------------------------	------------------------	-------------------	---------------------------------	---------------------------------

		Employer/Employee	Employer/Employee	Monthly Subsidy		
Single	TBD	92% / 8%	TBD	\$6.00	TBD	TBD
Family	TBD	75% / 25%	TBD	\$47.00	TBD	TBD

2024 –

- The County and the Union will reopen the contract to negotiate medical insurance for 2024.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

- **2022** – Effective January 1, 2022, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Employee Contribution	Employer Contribution
Single	\$44.68	50% / 50%	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% / 50%	\$49.80/mo	\$49.80/mo

- **2023** – Effective January 1, 2023, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Employee Contribution	Employer Contribution
Single	TBD	50% / 50%	TBD	TBD
Family	TBD	50% / 50%	TBD	TBD

- **2024** – The County and the Union will reopen the contract to negotiate dental insurance for 2024.

Changes will be effective on January 1 of each year.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee’s annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers enrollment requirements.

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

17.2 **Eligibility**

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

Employees hired before July 1, 1992 – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

Employees hired on or after July 1, 1992 – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, *or* opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who did not make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.** Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per

year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

Employees hired on or after 1/1/06 - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

County Contributions

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

Regular Retiree Contributions: For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

2022- The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$75.00 per month; and will contribute toward the premium for family

coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$150.00 per month.

2023 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$75.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$150.00 per month.

2024 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$75.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$150.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective on January 1 of each year.

- 17.3 The County will make a payroll deduction for the premium for the voluntary Group Term Life Insurance Program offered through the Public Employees Retirement Association, for those employees who choose to participate.
- 17.4 County Board Resolution 9-1811. Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.
- 17.5 Labor/Management Committee on Insurance: This Committee shall have sixteen (16) members as follows: Three members from AFSCME Council 5; one each from other Ramsey County employee unions (Teamsters Local 320, Operating Engineers Local 49, Operating Engineers Local 70, Law Enforcement Labor Services, Ramsey County Deputy Federation, and Technical Employees Association); six members from County administration; and one member selected from among non-represented County employees (employee selected shall be submitted to Council 5, which shall have a right of refusal).

Each bargaining unit may select one (1) alternate, who, together with the business agents, may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by their union to replace an absent member. The County may also select up to six (6) alternates, who may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by the County to replace an absent member. Attendance at Committee meetings by Committee members and alternates will be without loss of pay.

The committee shall be advisory to the County Board on all insurance matters, and shall operate by consensus. All members of the Committee shall have access to all relevant statistics and information.

MEMORANDUM OF UNDERSTANDING
Extended Flexible Leave

It is understood and agreed by all employees covered by this Memorandum of Understanding (hereinafter referred to as the “bargaining unit employees”), AFSCME Local 8, and the Ramsey County Attorney, the following:

WHEREAS, all bargaining unit employees are exempt from the overtime pay provisions of the federal Fair Labor Standards Act and similar state legislation as professional salaried employees of Ramsey County. That nothing contained in this Memorandum of Understanding (“MOU”) shall be construed or interpreted as changing in any way, the status of bargaining unit employees as salaried employees exempt from overtime pay provisions, or in conflict with applicable laws.

WHEREAS, the bargaining unit employees are required to follow all ethical obligations and responsibilities associated with the profession and practice of law and agree to fully serve those obligations and responsibilities related to their status as employees of the Ramsey County Attorney’s Office (“RCAO”) including but not limited to: fully serving the legal needs of their clients; effectively and efficiently preparing for and observing scheduled court and other tribunal appearances, depositions, witness, client and other meetings; and the timely preparation of legal pleadings and other legal documents. That nothing contained in this MOU shall be construed to waive, reduce or otherwise modify these obligations and responsibilities.

WHEREAS, the normal work schedule for full-time bargaining unit employees consists of working a minimum of eighty (80) hours within a bi-weekly payroll period. Due to the necessities of their job assignment, full-time bargaining unit employees may occasionally need to work hours in excess of the normal work schedule. These excess hours may be required due to the considerable volume, extended duration, or increased complexity of normally-assigned work. In some instances, work volume and demands may also prevent bargaining unit employees from utilizing flex-time described in Article 20.4 of the 2018-2020 Local 8 County Attorneys Agreement.

NOW, THEREFORE, the parties agree as follows:

1. That this MOU is intended to apply to those circumstances when bargaining unit employees work a minimum of four (4) hours above the minimum work schedule of eighty (80) hours in a bi-weekly payroll period and such work is identified as eligible for accumulating Extended Flexible Leave as described in section 2. Under no circumstances will hours earned or paid according to this MOU be at a rate other than the employee’s current regular wage rate at the time of use.
 - a. Part time employees who work above the minimum eighty-four (84) hours may also be eligible to accumulate Extended Flexible Leave hours pursuant to this agreement. Any additional hours worked shall not result in a change to the employee’s part time status or position.

2. Effective upon signed agreement by the parties, hours deemed eligible for accumulation of Extended Flexible Leave and the amount of Extended Flexible Leave that will be granted are ultimately at the sole discretion of the County Attorney or designee. Such determination shall consider a combination of factors including but not limited to, normally-assigned work which is of considerable volume, extended duration, or increased complexity and requires the employee to work excessive hours.
3. That consistent with the other provisions contained in this MOU and subject to the following conditions, a bargaining unit employee may accumulate up to, but not more than, sixty (60) Extended Flexible Leave hours in a calendar year (defined as January 1 to December 31) for use only as administrative leave. Submission of eligible hours are as follows:
 - a. Bargaining unit employees shall accurately record all hours worked up to and in excess of eighty (80) hours in any given bi-weekly pay period on their timesheets. Hours in excess of eighty (80) must be accurately documented on their timesheets as code 191- Other Time Worked/No Pay. Such record shall assist in determining whether eligibility for Extended Flexible Leave shall apply.
 - b. To the extent practicable, bargaining unit employees are strongly encouraged to discuss the need to accumulate Extended Flexible Leave with their manager in advance of working those hours. Repeated failure to discuss needs may result in forfeiture of potentially earned hours.
 - c. The employee shall submit the attached form when requesting accumulation of Extended Flexible Leave hours. The form shall include sufficient details to identify reason or need supporting the request. The form shall be submitted in a timely manner that is no less than at the end of each quarter.
 - d. Eligible work must be performed in the year for which the accumulation is requested.
 - e. RCAO managers will review bargaining unit employee timesheets in conjunction with submitted explanations and requests for accumulated Extended Flexible Leave. Any concerns that RCAO management may have shall be discussed with the employee directly.
4. The use of Extended Flexible Leave shall be as follows:
 - a. Accumulation of Extended Flexible Leave will only occur on an annual basis beginning on the 1st day of the month following the effective date of this MOU and continuing thereafter on January 1 of each calendar year of the agreement. No Extended Flexible Leave may be carried over from year to year. The hours must be used or forfeited in

totality by December 31 of each calendar year of the agreement. However, hours accumulated in December may be used through the pay period including January 31 of the following year. Unused December accumulated hours will be forfeited following the pay period that includes January 31 of each year.

- b. The use must be accurately documented on the bargaining unit employee timesheet as a time off code to be determined.
 - c. The use of Extended Flexible Leave must be pre-approved by the manager, and shall not be unreasonably denied.
 - d. Extended Flexible Leave accumulations are non-transferable between employees.
5. That any bargaining unit employee who leaves the employ of Ramsey County for any reason, prior to using all of their accrued Extended Flexible Leave, shall not be compensated in cash or any other consideration for the unused hours accumulated at the time of their separation from employment.
6. That decisions made or not made under this MOU on any individual matter involving a bargaining unit employee are grievable only up to step 2 of the grievance procedure and are not arbitrable.
7. Nothing herein shall be construed to either limit or modify Management Rights as defined in Article 5 of the Collective Bargaining Agreement.
8. That this MOU will expire on December 31, 2024, unless otherwise modified, extended or terminated earlier by agreement between the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed and made effective this _____ day of _____ 20__

FOR THE COUNTY OF RAMSEY

FOR AFSCME LOCAL 8
(County Attorney Unit)

Labor Relations Manager

AFSCME Council 5 Field Representative

County Attorney

AFSCME Local 8 President

AFSCME Local 8, Steward, Co. Atty Unit

Item Number: 2022-463

Meeting Date: 9/6/2022

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with Ramsey County Technical Employees Association for the Years 2022, 2023 and 2024

Recommendation

1. Approve the terms of collective bargaining agreement with Ramsey County Technical Employees Association for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Background and Rationale

Collective bargaining with the Ramsey County Technical Employees Association bargaining unit has resulted in a tentative agreement for a three-year contract for the years 2022, 2023 and 2024. This bargaining unit represents approximately twenty employees who are Public Works personnel in the job classifications of Engineering Technician 1, 2, 3, and 4.

The current agreement expired December 31, 2021 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties, and this agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on August 5, 2022. The bargaining unit subsequently voted to ratify the tentative agreement on August 10, 2022. The proposed settlement addresses the important interests of affected employees and the county while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

With approximately 4,332 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Sufficient funds are available in the Ramsey County 2022-23 operating budget.

Last Previous Action

None.

Attachments

1. Ramsey County Technical Employees Association 2022-2024 Tentative Agreement Summary List

Ramsey County Technical Employees Association
Total Tentative Agreement List for 2022-2024

TA Reached 08/05/2022

DURATION

This Agreement shall be effective as of the first day of January 2022, and shall remain in full force and effect until the last day of December 2024.

WAGES

- 2022:** 1.50% wage increase effective the first full pay period following January 1, 2022. Employees shall progress through the wage schedule per the applicable salary plan in 2022.
- Effective the first full pay period following January 1, 2022, market adjustment of \$1.37 applied to steps 7-11 of Salary Plan 25A, Grades 01, 02, and 04.
 - Effective the first full pay period following January 1, 2022, market adjustment of \$2.20 applied to steps 7-11 of Salary Plan 25A, Grade 03.
- 2023:** 2.25% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the applicable salary plan in 2023.
- 2024:** 2.25% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the applicable salary plan in 2024.
- Effective January 1, 2024, steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change to steps that require less than five (5) years between progression.

MEDICAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022.
- Family – Effective January 1, 2022, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% ER / 8% EE	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% ER / 25% EE	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

2023:

- Single – Effective January 1, 2023, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- Family – Effective January 1, 2023, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee 2023 contribution being less than what the employee paid in 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
----------	---------------	-------	-------	---------	---------------------------------	---------------------------------

Single	TBD	92% ER / 8% EE	TBD	\$6.00	TBD	TBD
Family	TBD	75% ER / 25% EE	TBD	\$47.00	TBD	TBD

2024:

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2022, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	\$44.68	50% ER / 50% EE	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% ER / 50% EE	\$49.80/mo	\$49.80/mo

2023:

- Single – Effective January 1, 2023, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2023, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	TBD	50% ER / 50% EE	TBD	TBD
Family	TBD	50% ER / 50% EE	TBD	TBD

2024:

Re-opener to address dental insurance for 2024.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment increase of \$10 effective January 1, 2022:

- **Single** – No less than \$75/month
- **Family** – No less than \$150/month

OTHER ECONOMIC ITEMS

One-Time Lump Sum Pandemic Recognition – Article 13.6 (NEW)

- A one-time, lump sum payment of one thousand dollars (\$1,000) for pandemic recognition will be paid to employees in the bargaining unit who are employed at the time payment is made, in the first full pay period following ratification of the 2022-2024 agreement by the County Board.
- These lump sum payments set no precedent or guarantee of future lump sum payments for same or similar purpose and reference to these lump sum payments shall be removed from future contracts.

Juneteenth and Floating Holidays – Articles 9.1, 9.2, 9.3, 9.4

- Effective 01/01/2022, add Juneteenth as a county recognized holiday on June 19, within the existing twelve (12) paid holidays
- One floating holiday is exchanged for the recognition of the Juneteenth holiday

- The remaining floating holiday will be modified from an accrual over the course of a year to be provided in whole eight (8) hours provided annually.
- The floating holiday will be loaded annually the FFPP following the pay period that includes June 30th in which vacation and floating holiday capping occurs.

Maximum Annual Vacation Accrual – Articles 10.2, 10.3

- Increase maximum annual vacation accrual from 2 times to 2.5 times the annual accrual and reduce to a one-time per year capping date starting in 2022. Capping and effective date is on or about June 30th each year.

OTHER LANGUAGE ITEMS

Vacation – Article 10.1

- Modify 10.1 to allow probationary employees to utilize accrued vacation with Director approval.

Sick Leave for Birth/Adoption – Article 11.4 (3)

- Modify 11.4 to allow for employees to use sick leave not to exceed eighty (80) hours for the birth or adoption of the employee’s child or a child regularly residing in the employee’s immediate household.

Bereavement Leave – Article 11.4 (5)

- Expand the use of bereavement leave to include non-traditional family arrangements for clarity and inclusivity.

Paid Parental Leave – Article 11.11

- Clarify the timing of the use of paid parental leave.

Deferred Compensation – Article 13.4

- Revise language to Deferred Compensation that clarify County contributions to vendor in the event of employees contributing to more than one vendor source. No change to County contribution amount.

Education Allowance – Article 14.1

- Revise Education Allowance language to align with expansion of County-wide policy, no change to reimbursement amount.

Post Employment Health Care Savings Account – Article 16.1

- Change employee contribution tiers from 0-9 years of service to 0-10 years of service; from 10-30 years of service to 11-30 years of service; no change to contribution for 31+ years of service
- Effective date of change to employee contributions is dependent upon MSRS approval and system modification

MEMORANDA OF AGREEMENT

- i. Engineering Technician Salary Differential 2021 – **Remove, differential incorporated into the salary plan**
- ii. Vacation Advance – **Renew**
- iii. Reclassification Requests – **Renew**
- iv. Leave Pending Investigation – **Renew**
- v. Phased Retirement Option – **Renew**
- vi. Short/Long Term Disability – **Renew**
- vii. Intermittent ACA – **Renew**

Board of Commissioners

Request for Board Action

Item Number: 2022-405

Meeting Date: 9/6/2022

Sponsor: Human Resources

Title

Revised Salary Grade for Seven Job Classifications in the Public Health, Women, Infants and Children Nutrition Job Series

Recommendation

Approve the Revised Salary Grade for seven job classifications in the Public Health Women, Infants and Children (WIC) Nutrition Job Series to include the following titles:

Job Classification	Schedule	Grade	Annual Salary Range
WIC Nutrition Educator			
WIC Nutrition Educators:			
- American Sign Language	From: 22N	17M	\$42,384 - \$62,507
- Hmong speaking	To: 22N	20M	\$47,278 - \$70,192
- Karen speaking			
- Somali speaking			
- Spanish speaking			
Nutrition Specialist - WIC	From: 02A	23M	\$53,196 - \$78,761
	To: 02A	31	\$71,164 - \$105,545

Background and Rationale

Ramsey County Human Resources received a request from Saint Paul - Ramsey County Public Health to review the salary of the Women, Infants and Children (WIC) Nutrition Educator and Nutrition Specialist - WIC classifications due to the Public Health’s difficulty attracting, promoting and retaining talent at the current salary grades.

WIC is a preventive nutrition and health program. WIC’s goals are to promote healthy pregnancies, healthy growth and development of infants and children, promote and support long term breastfeeding and prevent overweight/obesity and other chronic diseases. WIC services are provided to approximately 15,800 participants per month. These services are provided in Ramsey County at six clinic sites - four in Saint Paul and two in suburban Ramsey County. All clinic sites have evening hours in order to serve students and working families.

The WIC program continues to offer highly accessible services for families:

- The WIC Staff answer the phones 8 a.m. to 6:30 p.m. Mondays through Thursdays and 8 a.m. to 4:30 p.m. on Fridays, during which time they can almost always connect families directly to a WIC member who speaks their language.
- Clinics are open two evenings a week and serve families until 6:30 p.m. on those days. Many WIC families work jobs that prevent them from visiting the clinic during the day.
- WIC Staff speak over 10 different languages, which allows families to be served by someone who speaks their language when they visit the clinic.

- Over 65% of WIC staff come from communities of color; meaning they come from the communities Public Health is serving.

Due to the accessibility of the program, Ramsey County is serving a larger portion of eligible participants than neighboring jurisdictions. Ramsey County needs to offer competitive pay to attract and retain staff. This is in line with the county’s strategic priorities, such as a resident first approach to provide efficient and accessible services, advancing a holistic approach to strengthen families, economic competitiveness and inclusion, and the talent priority.

Human Resources followed its normal process for conducting the classification study and determined:

- The WIC Nutrition Educator job classifications were found to be 12-13% below the Gallagher Core Comparator 9 benchmark market comparisons and 10-24% below the Gallagher Decision Band Method recommended wage minimum and maximum rates. Positions that are over a 10% misalignment with the market average are considered a “critical” market misalignment.
- The 65th percentile/target rate is \$37.56 per hour and 100% of current employees are below this rate.
- The WIC Nutrition Educator job classifications are currently on salary plan 22N, Grade 17M and this plan does not meet the 65th percentile of the market.
- To be in alignment with the market it is recommended that the WIC Nutrition Educator classifications move to salary schedule 22N grade 20M (\$47,278 - \$70,192 annually).
- The Nutrition Specialist - WIC job classification was found to be 22-25% below the Gallagher TARP 9 market comparisons and 23-24% below the Gallagher Decision Band Method recommended wage minimum and maximum rates.
- The 65th percentile/target rate is \$45.96 per hour and 100% of employees are below this rate.
- The job classification is currently on salary plan 02A, Grade 23M and this plan does not meet the 65th percentile of the market.
- To be in alignment with the market it is recommended that the Nutrition Specialist - WIC classification move to salary schedule 02A grade 31 (\$71,164 - \$105,545 annually).
- The philosophy behind Ramsey County’s compensation program is to create a program that supports Ramsey County’s [vision, mission, and goals <https://www.ramseycounty.us/your-government/leadership/board-commissioners/vision-mission-and-goals>](https://www.ramseycounty.us/your-government/leadership/board-commissioners/vision-mission-and-goals) by utilizing its Talent Priority strategies. Ramsey County is committed to administering a compensation program in a manner that is fair and equitable. Ramsey County will position itself at the 65th percentile of its relevant core comparators, ensuring that our organization is competitive within the public service sector.

The recommended salary is based on the Ramsey County’s job evaluation policies and procedures and is consistent with county compensation policy and practices (Resolution 95-356 and the Personnel Act, Minnesota Statute 383A.282).

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This action will bring the salaries of these positions into alignment with the county’s compensation philosophy to achieve equitable pay. It aligns with the county’s strategic priorities to advance racial and health equity. Offering competitive wages and being intentional about attracting and hiring diverse applicants who are reflective of the community we serve will have a positive impact in our community.

Community Participation Level and Impact

The Saint Paul - Ramsey County Public Health WIC program strives to provide highly accessible services and works with families to assure they are connecting them with resources across the community that meet their

needs. These roles have significant impact on providing the county's residents first approach by delivering effective, efficient and accessible services to families.

Inform Consult Involve Collaborate Empower

Fiscal Impact

This action will not require a complement increase and is already included as part of the approved 2022-23 Public Health department budget. The increase in cost is approximately \$365,000 annually. Cost will be covered in part by a per participant increase of 11% approved by the Minnesota Department of Health (MDH), as well as annual unspent funds distributed by MDH. The wage increase will impact 43 FTEs.

Last Previous Action

None.

Attachments

1. Position Descriptions
2. Comparable Salary Information

Job Class Title: Nutrition Specialist - WIC

BASIC FUNCTION:

To lead and supervise numerous Women, Infants and Children (WIC) program areas; supervise staff who provide WIC services and oversee WIC clinics; assist the WIC Division Manager to develop and implement strategic planning and goals within Federal, State and Local policies; assist with program evaluation and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Promote a diverse, culturally competent, and respectful workplace.
2. Oversee the operations of WIC nutrition clinics by providing guidance and direction to clinic staff on day-to-day clinic operation. Serve as the link between the WIC program and the WIC clinic space landlords.
3. Supervise and evaluate the work of WIC staff to ensure the efficient and effective delivery of high quality services; assure compliance with federal, and state regulations; and determine training needs.
4. Recruit and hire WIC Nutrition Educators and clerical staff; plan and organize staff trainings; and conduct clinic coordinator meetings.
5. Coordinate the work schedule of WIC Nutrition Educators to ensure staffing at all WIC clinics is adequate to maintain monthly caseload while assuring compliance with the MN WIC Program's staffing requirements.
6. Oversee WIC's high risk program; train high risk counselors, monitor referrals ; coordinate care by collaborating with Public Health Nurses and Registered Nurses and medical providers to develop appropriate nutrition intervention and monitoring for high risk clients.
7. Prepare biannual WIC nutrition education plan, implement plan and monitor progress to assure completion of program goals.
8. Analyze and evaluate program outcomes, and assist in formulating and developing new and revised policies and procedure to improve program effectiveness.
9. Develop and maintain relationships with external and internal partners to assure community awareness of WIC services; create partnerships with organizations that benefit WIC families; and create pathways for staff to easily connect families to these external organizations.
10. Manage and oversee the budgut of the WIC Peer Breastfeeding Program grant; and recruit, hire and train peer breastfeeding counselors that reflect communities served, culturally and by language.
11. Coordinate breastfeeding program requirements for Ramsey County WIC staff and peer breastfeeding counselors including training, activities and outreach; develop and monitor an annual breastfeeding education plan; provide and seek out appropriate breastfeeding training opportunities for WIC staff;and monitor breastfeeding initiation and duration rates for Ramsey County WIC participants, tailoring staff education to improve outcomes.

(The work assigned to a position in this classification may not include all possible tasks in this work and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7,8, 9, 10, 11.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

Supervise the work of up to ten WIC Nutrition Educators and/or clerical staff.

INTERNAL/EXTERNAL RELATIONSHIPS:

Regular contact with staff to provide supervision, guidance and mentoring; with other agencies and programs providing health and social services to low income women and children to promote WIC and to learn about other programs to which WIC clients can be referred; with the state WIC office and other local WIC programs to provide input on various issues; with the directors of agencies renting or donating space for WIC clinics; with physicians and nurses to provide and obtain information on individual clients and to

participate in the team management process. Contact as needed with social workers to discuss client care and case management and to refer clients for additional services; with Ramsey County Child Protection staff; and with city/county personnel staff on staffing and hiring issues.

IMPACT ON SERVICES/OPERATIONS:

Duties impact on the efficient operation of the WIC Program while assuring compliance with state and federal regulations. Proper performance results in the timely delivery of services to mothers, infants and children at the lowest cost and keeping with the department's mission, goals and program objectives. Improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Impacts on the quality and effectiveness of services. Impact on the quality of services provided by motivating and training staff to provide excellent service, and the overall effectiveness and productivity of the clinic. Proper handling of duties assures appropriate dietary assessment, counseling and referrals to community resources, promotes and improves health and overall quality of life for families. High quality WIC services can improve pregnancy outcomes, reduce chronic disease and result in better health for high-risk individuals as well as save taxpayer dollars. Planning and evaluating of program goals impacts health equity in the community as accurate assessment and planning leads to fewer health inequities. Improper performance would result in poor delivery of services to clients, poor client/family outcomes, non-compliance with state and federal regulations, increased liabilities, and improperly trained staff.

WORK ENVIRONMENT:

Work is performed primarily in clinic and office settings. Involves possible exposure to communicable diseases through patient interaction. May involve travel to meetings, presentations, clinics, etc.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of departmental policies and procedures.
- Knowledge of local food, nutrition and health care services for possible client referral.
- Knowledge of eligibility criteria for food assistance programs.
- Knowledge of reimbursement regulations and third party payment options.
- Knowledge of both federal and MN WIC laws and regulations.
- Ability to train, develop and effectively supervise clinic and office staff.
- Ability to communicate clearly both orally and in writing.
- Ability to read and interpret medical terminology.
- Ability to assess nutritional status of women, infants, and children.
- Ability to draft and implement dietary care plans.
- Ability to interview, teach and counsel clients and members of the community.
- Ability to make presentations to groups on WIC and nutrition topics.
- Ability to analyze data.
- Ability to perform nutrition assessments of individuals with complex nutritional problems.

MINIMUM QUALIFICATIONS:

Education: As required to be registered or eligible to be registered as a dietitian by the Commission on Dietetic Registration. Registration is required before the end of the probation period.

Experience: Two years of experience providing direct WIC services.

Certification/Licensure: None.

Revisions: 11-16-20; 4-27-16; 6-20-06; 6-16-03.

Job Class Title: WIC Nutrition Educator

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
2. Perform anthropometric screening and assessment including complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
5. Educate, counsel, and advise clients using nutrition, health and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
8. Provide breast/chest feeding promotion, education and support to pregnant participants.
9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduce the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants' health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations
- Ability to communicate effectively both orally and in writing.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

MINIMUM QUALIFICATIONS:

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in Nutrition Sciences, Community Nutrition, Clinical Nutrition, Dietetics, or Public Health Nutrition from a college or university accredited by the Association of Colleges and Schools; (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; or (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program. (No other substitution for education allowed.)

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Revisions: 1-4-19; 9-16-16; 6-4-08; 6-16-03.

**Job Class Title: WIC Nutrition Educator
American Sign Language (ASL)**

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services, provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc) of the client/family.
2. Perform anthropometric screening and assessment including: complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
3. Assess the participants' health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
5. Educate, counsel and advise clients using nutrition, health, and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
7. Issue WIC benefits and educate participants on use of the WIC benefits, and promote redemption of WIC foods.
8. Provide breast/chest feeding promotion, education and support to pregnant participants.
9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
10. Assist with other duties such as; but not limited to: filing, data entry; appointment scheduling, phone calls and reminder calls; and assist clinic coordinator.
11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this work and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISORY/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; and infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services.

WORK ENVIRONMENT:

Work is performed in community based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services and approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to communicate effectively both orally and in writing.
- Ability to communicate effectively from both American Sign Language to English and English to American Sign Language.
- Ability to interview, teach, and counsel participants and members of the community.

- Ability to use a growth grid; pregnancy wheel; standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

MINIMUM QUALIFICATIONS:

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in Nutrition Sciences, Community Nutrition, Clinical Nutrition, Dietetics, or Public Health Nutrition from a college or university accredited by the Association of Colleges and Schools; (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; or (d) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and American Sign Language. Must hold certification recognized by the Registry of Interpreters for the Deaf.

Revised: 7/3/17; 1/10/11.

Job Class Title: WIC Nutrition Educator Hmong Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide education resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
2. Perform anthropometric screening and assessment including; complete health and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids, and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors, and complete a dietary assessment.
3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
5. Educate, counsel and advise clients using nutrition, health, and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
8. Provide breast/chest feeding promotion, education and support to pregnant participants.
9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education and resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participant's health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in participants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer for up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping, or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the departments' mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to communicate effectively both orally and in writing. ~~in English and Hmong.~~
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid; pregnancy wheel; standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

MINIMUM QUALIFICATIONS:

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition Sciences, community nutrition, clinical nutrition, dietetics, or public health nutrition, public health, biology, psychology, education, human services, social work, sociology, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; or (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; or (d) six months experience as a St. Paul/ Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and Hmong.

Revisions: 9-21-20; 08-05-19; 01-08-16, 04-13-15, 03-31-11.

Job Class Title: WIC Nutrition Educator Karen Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
2. Perform anthropometric screening and assessment including; complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
4. Coordinate, provide direct services and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
5. Educate, counsel and advise clients using nutrition, health and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
6. Determine appropriate food packages for participants based on assessed needs through health and nutrition screenings.
7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
8. Provide breast/chest feeding promotion, education and support to pregnant participants.
9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition education, counseling and evaluation; local public health or social service agencies to refer clients for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participant's health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in participants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation. ~~breast feeding~~.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

MINIMUM QUALIFICATIONS:

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition sciences, community nutrition, clinical nutrition, dietetics, public health nutrition, public health, biology, human services, sociology, social work, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; or (d) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certification/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and Karen.

Revisions: 12-16-19; 8-5-19; 01-24-18; 01-08-16; 9-24-14; 03-31-11.

Job Class Title: WIC Nutrition Educator - Somali Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc) of the client/family.
2. Perform anthropometric screening and assessment including: complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
5. Educate, counsel, and advise clients using nutrition, health and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
8. Provide breast/chest feeding promotion, education and support to pregnant participants.
9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants' health and lead to increased need for costly medical services and/or increased incidence of chronic disease, resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in participants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work-effectively with diverse cultural or ethnic populations.
- Ability to communicate effectively both orally and in writing.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".
- Ability to communicate effectively both orally and in writing in English and Somali.

MINIMUM QUALIFICATIONS:

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition sciences, community nutrition, clinical nutrition, dietetics, or public health nutrition, public health, biology, psychology, education, human services, social work, sociology, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; or (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; (c) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and Somali.

Revisions: 1-4-19; 9-16-19; 11-30-15; 6-04-08; 12-17-03.

Job Class Title: WIC Nutrition Educator - Spanish Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
2. Perform anthropometric screening and assessment including: complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
5. Educate, counsel, and advise clients using nutrition, health, and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
7. Issue WIC benefits and educate participants on use of the WIC benefits and promote redemption of WIC foods.
8. Provide breast/chest feeding promotion, education and support to pregnant participants.
9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life for clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize participants health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in participants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.breast feeding.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".
- Ability to communicate effectively both orally and in writing in English and Spanish.

MINIMUM QUALIFICATIONS:

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition sciences, community nutrition, clinical nutrition, dietetics, or public health nutrition, public health, biology, psychology, education, human services, social work, sociology, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; or (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; (c) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probationary period.

Other: Fluency in English and Spanish.

Revisions: 8-1-19; 9-20-16; 11-30-15; 7-01-14; 6-04-08; 12-17-03.

**COMPARABLE EXTERNAL SALARY INFORMATION
NUTRITION SPECIALIST - WIC**

AGENCY	TITLE	ANNUAL SALARY RANGE
Hennepin County	Health Services Supervisor	\$58,882 – \$88,995
Scott County	Community Planner/Grant Coordinator - WIC	\$59,966 - \$89,939
Anoka County	Manager, WIC	\$61,152 - \$91,686
Washington County	Public Health Program Supervisor	\$76,523 - \$104,541
Ramsey County	Nutrition Specialist - WIC	\$71,164 - \$105,545
Dakota County	Public Health Supervisor	\$80,175 - \$125,274

*Carver County does not have WIC positions and contract through another entity.

COMPARABLE EXTERNAL SALARY INFORMATION
WIC NUTRITION EDUCATOR
(American Sign Language, Hmong, Karen, Somali, Spanish)

AGENCY	TITLE	ANNUAL SALARY RANGE
Anoka County	WIC Nutrition Educator	\$40,913 - \$61,984
Hennepin County	WIC Public Health Nutritionist	\$43,773 – \$66,176
Ramsey County	WIC Nutrition Educator	\$47,278 – 70,192
Washington County	Community Nutrition Specialist	\$56,659 - \$77,251
Scott County	Community Health Specialist	\$53,369 - \$80,053
Dakota County	Nutrition Specialist	\$50,953- \$79,614

Item Number: 2022-457

Meeting Date: 9/6/2022

Sponsor: Community Corrections

Title

Joint Powers Agreement with the Metro East Consortium for Adult Basic Education Services

Recommendation

1. Approve the Joint Powers Agreement with the Metro East Consortium, 2520 East 12th Avenue, North St. Paul, MN 55109 for adult basic education services.
2. Authorize the Chair and Chief Clerk to Execute the Joint Powers Agreement.

Background and Rationale

Metro East Adult Basic Education is a partnership between eight school districts and other community partners in the north metro. Together, the collaboration forms the Metro East Consortium. The Consortium offers free Adult Basic Education (ABE) classes to develop basic skills for adults ages 18 and up who are not enrolled in a high school program. The Metro East Consortium is part of a state-wide network overseen by the Minnesota Department of Education and is funded with both federal and state funds.

Ramsey County Community Corrections department has been a voting member of the Consortium since 1998. North St. Paul-Maplewood Oakdale School Independent School District (ISD) # 622, a Consortium member and fiscal agent, provides some ABE funding, pre-post testing and GED testing for Ramsey County Correctional Facility residents and understands its unique educational setting. Participation in the Consortium allows the Correctional Facility to access reimbursement from the Minnesota Department of Education and the Federal Department of Education. A new agreement with North St. Paul-Maplewood Oakdale School ISD # 622 will be completed in late 2022.

During 2021, the Consortium updated its naming convention to a Joint Powers Agreement. The Correctional Facility is requesting approval for this change to continue providing these educational opportunities to its residents.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Racially and ethnically diverse communities have some of the highest high school dropout rates nationwide and also disproportionately represented in the justice system. The Adult Basic Education program of the Correctional Facility helps adult residents who are working towards a high school credential, learning English, improving basic skills such as literacy and math, and/or preparing for post-secondary education or employment. This contributes to their ability to attain livable wage jobs upon discharge from the Correctional Facility.

Community Participation Level and Impact

Add information here.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The Minnesota Department of Education does not reimburse for the entire cost of the program. Sufficient funding is included in the approved 2022-2023 budget.

Last Previous Action

On December 12, 2017, the Ramsey County Board of Commissioners approved an agreement with North St. Paul-Maplewood-Oakdale Independent School District #622 for adult basic education services to residents of Ramsey County Correctional Facility (Resolution B2017-324).

Attachments

1. Joint Powers Agreement for the Metro East Adult Basic Education Consortium

**JOINT POWERS AGREEMENT FOR THE
METRO EAST ADULT BASIC EDUCATION CONSORTIUM
2022-2023**

PREAMBLE

THIS AGREEMENT IS MADE and entered by and between the consortium organizations named herein, hereafter collectively referred to as “members,” and individually as “member,” which are signatories to this Agreement.

This Agreement is made pursuant to Minnesota Statutes Section 471.59, which provides that two or more governmental units may by agreement jointly exercise any power common to the contracting members, and Minnesota Statutes Section 124D.521, which sets forth the requirements for adult basic education consortia. Each of the members to this Agreement has been duly authorized to enter into the Agreement by its respective Business Manager, Superintendent or authorized designee.

It is the intention of the members to jointly cooperate to provide Adult Basic Education (“ABE”) services for its residents 17 years of age and older who are not currently enrolled in public school regular day classes.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules, and regulations, the following (8) members:

Independent School District No. 622, Harmony Adult Basic Education Consortium (ISD 622)
Independent School District No. 623, Roseville School District (ISD 623)
Independent School District No. 834, Stillwater School District (ISD 834)
Independent School District No. 831, Forest Lake Schools (ISD 831)
Independent School District No. 621, Mounds View School District (ISD 621)
St. Croix River Education District
Ramsey County Corrections
Lyndale Neighborhood Association

hereto agree as follows:

RECITALS

WHEREAS, the members agree to create a joint powers entity entitled Metro East Adult Basic Education Consortium (“Consortium”) to provide adult education and literacy education. Base funding for the Consortium will be provided by the State of Minnesota to the duly assigned fiscal agent on behalf of the operation of the program; and

WHEREAS, the members seek to provide Adult Basic Education (“ABE”) opportunities to its residents 17 years of age and older who are not currently enrolled in public school regular day classes; and

WHEREAS, the members understand that programs funded through the WorkForce Investment and Opportunity Act and Minnesota Statutes Section 124D.51, Education Program for Adults, need to be part of a cooperative ABE delivery system established by written agreement among two or more school districts; and

WHEREAS, the members certify that the Consortium will carry out tasks and responsibilities in compliance with all applicable State and Federal laws and regulations, as well as the promises and agreements contained herein; and

WHEREAS, the purposes of the laws are to enable all adults to acquire basic skills necessary to function in society and also enable adults who so desire to continue their education to at least the level of completion of secondary school.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth, the members agree as follows:

AGREEMENT

1. JOINT POWERS.

The members are jointly empowered to act on behalf of the several members and to take such actions as may be necessary from time to time to fulfill the purpose of this Agreement. The name of the entity formed by this Joint Powers Agreement shall be the Metro East Adult Basic Education Consortium. The Consortium shall have all the powers, duties, authorities, and responsibilities pertaining to the provision of ABE Services of each individual member that are herein designated and assigned to the Consortium.

2. PURPOSE.

The purpose of the Consortium is to enable the members to provide cooperative and collaborative efforts for Adult Basic Education services.

3. ORGANIZATION AND GOVERNANCE.

The activities contemplated by this Agreement shall be overseen by the Consortium Board. The Consortium Board, hereinafter termed “the Board,” shall be in existence for the duration of this Agreement.

A. Voting Representation.

The Board shall consist of one voting member from each member to this Agreement. The voting member from each member of this agreement should be the Community Education Director, ABE Supervisor, or a program designated voting member identified at the first Consortium meeting of the fiscal year.

Members of the Board shall not be deemed to be employees of the Consortium and will not be compensated by the Consortium for serving on the Board. For all purposes, including workers’ compensation, each member of the Board shall be considered to be an employee of the member District that made their appointment.

B. Officers.

The Board shall select from among its members a Chair, a Vice-Chair, and a Secretary, who shall serve in their respective capacities for one-year terms. Officers may serve successive terms. No voting representative of the Board shall forfeit the right to vote by virtue of appointment as an officer of the Board. Any vacancy in any of the offices shall be filled by election at the next Board meeting.

The duties of the officers are as follows:

1. Chair. The Chair shall preside at all Board meetings. The Chair’s signature shall appear on all contracts, consortium agreements, and all other official documents. The Chair shall be responsible for voicing official positions and statements which the Board may formulate. The Chair shall generally perform all duties the Board may designate.

2. Vice-Chair. The Vice-Chair shall assume the powers and duties of the Chair during periods of absence or incapacity and shall perform such additional duties and functions as the Board may direct.
3. Secretary. The Secretary shall keep or designate a person to assist in keeping a record of all proceedings of the Board.

C. Voting and Quorum.

Each Board member shall be entitled to one vote on Board matters.

A quorum shall consist of a simple majority (5) of Board members. Board action shall be determined by a majority of the votes cast at a meeting of the Board. All votes of the Board shall be recorded and become a matter of public record.

D. Meetings.

The Board shall meet at least quarterly (four times annually) at the call of the Chair. The Board or the Chair shall fix the times and places of regular and special meetings.

Two or more members may request a special meeting of the Board by submitting a written notice to all Board members.

4. BOARD DUTIES AND RESPONSIBILITIES.

The Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this Agreement, or which may hereafter be imposed on it by law or contract.

Such powers shall include the power to accept and disburse funds and to apply for state and federal funds necessary for the purposes set forth herein. The Board shall not have the authority to levy taxes.

The Board, on behalf of each individual member, shall assume the following responsibilities:

- A. The Board, with the input and assistance of the fiscal agent, shall consider and approve all budgets and evaluate the programs and services provided by the Consortium
- B. The Board shall review this Agreement on an annual basis and, if necessary, amend this Agreement in accordance with paragraph 11.
- C. The Board shall review all contracts and/or leases that are needed to help fulfill the purpose of this Agreement. Board approval is required for all contracts and/or leases for a term exceeding the current fiscal year.

5. FINANCIAL PARTICIPATION.

The members agree that the Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein. The members further agree that they shall share in any Consortium deficit as approved by a majority vote of the Board. Each member shall share in any deficit in proportion to the respective contributions made by that member.

6. MEMBER OBLIGATIONS.

Each member shall be obligated to:

- A. Submit appropriate financial data required by the State to qualify for program approval.
- B. Contribute to the ABE efforts of the Consortium. For example, member Districts may provide the following:
 - 1) Administrative leadership and support;
 - 2) Outreach and marketing through Community Education catalogs;
 - 3) Referral of students to the program; and
 - 4) Liaison support of local schools, social service agencies and employers.
- C. Agree to abide by any requirements set forth in the annual adult basic education program application, including the state adult basic education assurances Failure to adhere to policies and procedures may result in Programs placed on a MNABE Performance Improvement Plan, Loss of Funding, and/or removal from Metro East ABE Consortium. Programs that consistently fall below State data entry expectations may be placed on

a MNABE Performance Improvement Plan. All members shall adhere to the following state adult basic education assurance duties and responsibilities:

- 1) Ensures that all learners have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals.
- 2) Ensures that all learners in all ABE activities are beyond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program;
- 3) Makes any application, evaluation, periodic program plan or report relating to any activity represented by this application readily available, within the constraints of pertinent data privacy legislation, to program staff, adult learners and members of the general public
- 4) Has, and will submit all necessary reports to the Commissioner of the Minnesota Department of Education and the U.S. Secretary of Education, maintain records verifying those reports, and provide public access to those records and reports;
- 5) Will submit an accurate final fiscal report detailing the total actual costs of ABE programming for the year from July 1 through June 30, to the Minnesota Department of Education within 60 days of the end of each program each year, but no later than October 15 each year;
- 6) Will submit an accurate program performance report no later than June 1 each year that represents staff and learner assessments of the accomplishments and slippages of this ABE project and the achievements of its adult learners over the time period from May 1 through April 30;
- 7) Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Federal Adult Education Act program by any Federal department or agency;
- 8) Has not and will not pay any Federal funds to attempt to influence any Federal grant or agreement;
- 9) Will seek reimbursement under the Federal Adult Education Act only for expenditures that supplement, and do not supplant, monies that are, or should be, available from other sources;
- 10) Will use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, all monies paid under this application. School district ABE programs must use the UFARS accounting system.

- 11) Will request neither State nor Federal ABE aid to subsidize the costs of programming for students whose enrollment can generate any general education revenue (foundation aid);
- 12) Has vested control and administration of ABE funds provided under this application in the applicant agency and its designated fiscal agent(s), and will use those funds solely for the purposes of the authorizing legislation (M.S. 124D.52);
- 13) Will maintain control and title to property acquired with funds under this application through the appropriate public school district, or, if that is not feasible, will transfer title to the Minnesota Department of Education; and is maintaining an inventory of all property acquired under this application;
- 14) If delivering State ABE revenue through public schools, will require and ensure that all teachers hold a valid Minnesota K-12 teacher's license and ESL teachers hold a K-12 teacher's license or have a post-secondary degree (or MDE approved equivalent)
- 15) Will comply with the Contact Hour Policy document which establishes the allowable procedures and definitions regarding the counting and reporting of learner contact hours;
- 16) Will develop and implement a Memorandum of Understanding (MOU) with the local workforce development one-stop center;
- 17) Will file the written consortium agreement as prescribed by law with the State ABE office;
- 18) Will submit quarterly enrollment and contact hour information to the Consortium Chair;
- 19) The consortium will maintain an electronic (email) communications system that provides two-way communications between the consortium management and the state ABE office; and each partner will fully participate in the 5 year narrative plan process.
- 20) The consortium will provide delivery site information to the state literacy hotline administered by the Minnesota Literacy Council.
- 21) Each Participant to Metro East Consortium is required to fully understand and follow all Federal WIOA Legislation found here: <https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/wioa-reauthorization.html>
- 22) Each Participant to Metro East Consortium is required to fully understand and follow all Minnesota State ABE related Legislation

124D.51 to .57 found here:
<https://www.revisor.mn.gov/statutes/cite/124D>

23) Each Participant to Metro East Consortium is required to fully understand and follow all ABE Policies set forth by the Minnesota Department of Education found here:

<http://mnabe.org/abe-law-policy/mn-abe-policies>

24) New teachers hired by consortium members need to start CCRS Foundations training in their first year of teaching, unless they have already completed CCRS training in another program.

D. Direct all revenue intended for ABE Services, whether it be State, or Federal, to the fiscal agent on behalf of the Consortium, not including local program funding, grants and donations.

E. Agree to contribute to an annual fee to the fiscal agent for the financial management of the consortium, as set by the Board.

7. FISCAL AGENT.

ISD 622 shall serve as the fiscal agent for the Consortium. The Board, by a majority vote, may designate any other member to act as fiscal agent for the Consortium, provided the designated fiscal agent accepts the responsibilities. The fiscal agent shall perform the following duties and responsibilities:

- A. The fiscal agent is responsible for fiscal management of the Consortium. The fiscal agent shall develop a program budget and submit the same to the Board for approval. The fiscal agent shall monitor the program budget and ensure proper recordkeeping of all receipts and expenditures of the Consortium.
- B. The fiscal agent shall develop formulas, pertaining to both revenues and expenditures, for the distribution of Consortium funds. Such formulas shall be submitted to the Board for approval. The total adult basic education aid for a program per prior year contact hour must not exceed \$32.00 per prior year contact hour. Any overages will be dispersed to other consortia members through the 11% cap method of overages.

- C. The fiscal agent shall collect data from members as necessary to perform the purposes of this Agreement.
- D. The fiscal agent shall submit application materials on behalf of the Consortium for State, Federal, and other grants.
- E. The fiscal agent shall submit all required State and Federal performance reports and fiscal reports.
- F. The fiscal agent shall file this Agreement with the Minnesota Department of Education as required by Minnesota Statutes Section 124D.521.
- G. The fiscal agent shall provide necessary assurances to State and Federal authorities.
- H. The fiscal agent shall keep all records on behalf of the Consortium.
- I. The fiscal agent shall perform all obligations and duties as set forth in Minnesota Statutes Section 124D.521, as amended.

8. INSURANCE.

The members agree that they will at all times, during the term of this Agreement or any extension thereof, at their own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. The members further agree that they will name the Consortium as an additional insured on said insurance policies and submit certificates of said insurance to the fiscal agent.

The members agree that they will carry workers' compensation insurance as required by law, and that they will submit certificates of said insurance to the fiscal agent.

In the event that procured liability coverage does not cover a particular act or omission, each individual member shall not be individually liable unless required by law, in which case any such liability shall be apportioned equally amongst the members.

Under no circumstances, however, shall a party be required to pay, on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. Nothing in this Agreement shall constitute a waiver of the

rights, benefits, immunities, and privileges that each party is entitled to under federal law or state law.

9. TERM OF AGREEMENT AND TERMINATION.

This term of this Agreement shall run from the date of authorization of each respective member to June 30, 2023, unless it is terminated prior to June 30, 2022 as a result of the Consortium being:

- A. Terminated by the mutual consent of the members;
- B. Suspended or superseded by a subsequent agreement between the members;
or
- C. Terminated by operation of law.

If the Agreement is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of termination in proportion to the respective contributions made by the member.

10. WITHDRAWAL

An individual member may withdraw from participation in the Consortium by providing eleven (11) months written notice. Written notice must also be submitted to the Commissioner of the Minnesota Department of Education.

A withdrawing member shall not be entitled to the return of any contributions previously paid, and shall remain jointly liable for all indebtedness made on behalf of the Consortium during the period in which the withdrawing member was a member of the Consortium. The members shall engage in negotiations over the terms of such indebtedness, including the possibility of a settlement and release of liability for withdrawing members.

11. AMENDMENTS.

Proposed amendments must be submitted to the Board for review and approval. Prior to a meeting of the Board at which an amendment of this Agreement will be considered, each Board member shall be given ten (10) days prior written notice of the meeting and the proposed amendment. In order to be approved, amendments must receive a majority vote of those Board members present at a duly qualified meeting at

which the vote is taken.

12. EFFECTIVE DATE.

The members agree that this Agreement shall become effective upon authorization of each respective member program, and shall be enforced from and after that date until terminated in accordance with paragraph 9.

13. AUTHORIZATION.

IN WITNESS WHEREOF, by signing below, each party specifically acknowledges that it has read this Agreement, that it has had the opportunity to review this Agreement, and that it understands this Agreement, that the signatures below can legally bind the entity and that it agrees to be legally bound by all terms of the Agreement.

Sara Guyette Date _____
Director of Business
Harmony Adult Basic Education Consortium
North St. Paul-Maplewood-Oakdale School District ISD 622

Shari Thompson Date _____
Director of Business Services
Roseville School District ISD 623

John Thein Date _____
Executive Director of Finance and Operations
Stillwater School District ISD 834

Bernice Humnik Date _____
Executive Director of Business Services
Mounds View School District

Dr. Steve Massey
Superintendent
Forest Lake Schools ISD 831

Date

Sally Welsh
St. Croix River Education District

Date

Allen Carlson
Superintendent
Ramsey County

Date

Nicki Olalde
Education Program Manager
Lyndale Neighborhood Association

Date

Board of Commissioners

Request for Board Action

Item Number: 2022-461

Meeting Date: 9/6/2022

Sponsor: Property Tax, Records & Election Services

Title

Sale of a Tax-forfeited Property Located at 1179 Seminary Avenue West to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota

Recommendation

1. Approve the sale of the tax-forfeited property located at 1179 Seminary Avenue West (27-29-23-44-0075) to the Housing and Redevelopment Authority of the city of Saint Paul, MN for \$10,000, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Background and Rationale

The Housing and Redevelopment Authority of the city of Saint Paul, Minnesota (HRA) requests to acquire the tax-forfeited property located at 1179 Seminary Avenue for a price less than its market value. The property is an unimproved residential lot, 40 by 134 feet. The County Assessor's Office has determined the market value to be \$40,000. The HRA has partnered with Community Action Partnership of Ramsey and Washington Counties, to develop new affordable housing. The development is expected to take place within 18 months from the date HRA acquires title to the property, which meets expectations as set in Section 4.57.60.b.1. of Ramsey County's Administrative Code.

Minnesota Statutes, section 282.01, subdivision 1a (d) allows the Ramsey County Board to sell tax-forfeited land for less than its market value to a government subdivision of the state if it believes that a reduced price will lead to the development of affordable housing. The government subdivision must document its specific plans for developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

Property Tax, Records & Election Services has reviewed the specific plans and authorizations required by statute and recommends that the property be sold to the HRA. A Memorandum of Understanding between the county and the HRA requires the HRA to place and enforce a deed restriction and/or declaration of restrictive covenant on the property requiring that it will only be sold to parties qualifying for affordable housing for the next seven years.

On August 20, 2019, the Ramsey County Board approved lowering the maximum threshold to qualify for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size (AMI) to 80% AMI. For this sale, a qualifying purchaser is a homebuyer who continuously occupies and homesteads the property and whose household income at the time of written application to acquire the property does not exceed 80% of the area median income as adjusted for family size. Duplex and triplex properties may include rental units. Since the development will be for affordable housing the recommended sale price at 25% of the market value or \$10,000, plus maintenance costs and recording fees, is consistent with the Ramsey County Board policy describing the terms under which it will sell property for less than market value for affordable housing.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is a 33% disparity in homeownership rates between White and non-White households in the city of Saint Paul, with only 29% of non-White households living in a space they own and control, as opposed to paying rent. Homeownership has been shown as an effective way to transfer wealth/prosperity between generations and the lack of homeownership has future implications on the prosperity of these households. For non-White, low-income households, the recent increases in rents mean that there is limited affordable rental housing available. The increase in home values means that there are fewer options for affordable home ownership as a choice or as an alternative to renting. While the numbers are relatively small, the program of selling tax forfeited property for the development of owner-occupied and affordable rental housing helps to increase the number of properties available for low-income families, including non-White families.

Community Participation Level and Impact

There was no community participation for this item.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds from this sale in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul Area School District # 625 and 20% to the city of Saint Paul on an annual basis.

Last Previous Action

On August 20, 2019, the Ramsey County Board lowered the maximum qualifying threshold for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size to 80% AMI. The board also provided that the income qualification requirements will terminate in the case of foreclosure or foreclosure related activity (Resolution B2019-202).

Attachments

1. Resolution No. RES PH 20-202, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Dated: April 16, 2021
2. Memorandum of Understanding between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Ramsey County
3. Map of property



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Certified Copy

Resolution-Public Hearing: RES PH 20-202

File Number: RES PH 20-202

Authorization to acquire the tax forfeited parcel located at 612 Wells Street and convey such parcel to Dayton's Bluff Neighborhood Housing Services; to acquire the tax forfeited parcel located at 390 Fry Street and convey to Next 7th Properties, LLC; to acquire the tax forfeited parcel located at 1179 Seminary Avenue and convey to Community Action Partnership of Ramsey and Washington Counties, all for the development of affordable housing, Districts 5, 13 and 11, Wards 6 and 4

WHEREAS, the HRA recognizes the problems created by vacant lots and blighted properties not being maintained or being of value to the community, and it also recognizes the need to take the initiative to convert these lots and dilapidated structures into decent, safe, and sanitary housing for persons of low and moderate income; and

WHEREAS, the HRA supports increased volume in the treatment of vacant lots and dilapidated structures where possible by all developers, including for-profit and nonprofit entities, and with these objectives in mind, the HRA needs to assist other potential developers of properties and take full advantage of the opportunity to redevelop properties into housing for persons of low and moderate income; and

WHEREAS, Ramsey County approved a policy by Resolution B2017-274, as amended B2019-202, to create incentives for development of affordable housing ("Ramsey County Resolution"); and

WHEREAS, HRA approved a policy under HRA Resolution 14-867 ("HRA Resolution") for properties acquired by HRA which is complementary to the Ramsey County Resolution and defines the process for holding and sale of Tax Forfeit properties; and

WHEREAS, HRA has the power to engage in housing projects development activities under Chapter 469 of the Minnesota Statutes, Housing and Redevelopment Act, and by authority of said Act engages in activities relating to: 1) housing projects and development; 2) removal or prevention of the spread of conditions of blight or deteriorations; 3) bringing substandard buildings and improvements in compliance with public standards; 4) disposition of land for private development; and 5) improving the tax base and the financial stability of the community; and

WHEREAS, the HRA engages in the aforementioned activities when housing projects or development needs cannot be met through reliance solely upon private initiative, and may engage in said activities in targeted communities; and

WHEREAS, the HRA was notified by the Taxation Department of Ramsey County of the availability of a certain parcel of land located in the City of Saint Paul which has been forfeited to Ramsey County because of unpaid taxes, such parcel being located at 612 Wells Street, Saint Paul, Minnesota and legally described as Lot 7, Stinson's Subdivision of Block 36 of Arlington Hills Addition to St. Paul and 390 Fry Street, Saint Paul, Minnesota and legally described as Lot 21, Block 2, Milham Park and 1179 Seminary Avenue, Saint Paul, Minnesota and legally described as Lot 26, Block 3, Gilbert's Addition (individually referred to as the "Parcel" and collectively as the "Parcels"); and

WHEREAS, the Parcels described in this resolution are being acquired for the price determined by

Ramsey County based on the intended developer designation and use which is necessary to provide for the redevelopment of the Parcels for affordable housing and constitutes HRA public purposes; and

WHEREAS, the developers Dayton's Bluff Neighborhood Housing Services, Next 7th Properties, LLC and Community Action Partnership of Ramsey and Washington Counties ("Developers") will provide funds for the acquisition and development of the Parcels and have agreed to the terms and conditions of the Ramsey County Policy; and

WHEREAS, a public hearing was held on September 23, 2020 to authorize conveyance of the Parcels to the Developers.

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, that the public acquisition from Ramsey County and subsequent conveyance to the Developers of the Parcels identified as:

- **612 Wells Street** in District 5, Ward 6, (Lot 7, Stinson's Subdivision of Block 36 of Arlington Hills Addition to St. Paul); Purchaser: Dayton's Bluff Neighborhood Housing Services
- **390 Fry Street** in District 13, Ward 4 (Lot 21, Block 2, Milham Park); Purchaser: Next 7th Properties, LLC
- **1179 Seminary Avenue** in District 11, Ward 4, Lot 26, Block 3, Gilbert's Addition; Purchaser: Community Action Partnership of Ramsey and Washington Counties

is authorized by applicable law, including Minnesota Statutes section 469.012, subdivision 1g, and is hereby approved for public purposes in accordance with the following:

1. That the Tax Forfeited Parcel 612 Wells Street Parcel is being acquired for conveyance to Dayton's Bluff Neighborhood Housing Services for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

2. That the Tax Forfeited Parcel 390 Fry Street Parcel is being acquired for conveyance to Next 7th Properties, LLC for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

3. That the Tax Forfeited Parcel 1179 Seminary Avenue Parcel is being acquired for conveyance to Community Action Partnership of Ramsey and Washington Counties for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

4. That funds for the redevelopment costs and acquisition price for the Parcels will come from Dayton's Bluff Neighborhood Housing Services, Next 7th Properties, LLC and Community Action Partnership of Ramsey and Washington Counties for the respective Parcels.

5. The HRA Executive Director and staff are hereby authorized and directed to take all actions

needed to implement this Resolution, including without limitation the preparation of documents, and the HRA Executive Director is authorized to execute all documents, instruments and agreements as are necessary and proper, are approved by the City Attorney, and do not substantially and adversely affect the rights and obligations of the HRA except that the deed of conveyance from the HRA to the Developer shall be executed by the HRA Chair.

I, Tina Sheldon, HRA Recording Secretary, certify that this is a true and correct copy of RES PH 20-202 as adopted by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota on 9/23/2020.

Attest: 
Sheldon, Tina

April 16, 2021
Date Certified

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is made and entered by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “HRA”), and the County of Ramsey (“County” or “Ramsey County”).

Recitals

WHEREAS, the HRA wishes to purchase a tax-forfeited property located in the City of St. Paul, PIN: 27-29-23-44-0075 (the “Property”), also known as 1179 Seminary Avenue, for less than its market value for the purpose of renovating the home to create an affordable housing rental unit, which may then later be sold to a qualified homebuyer; and

WHEREAS, the HRA can purchase the Property for less than market value only if the Property will be used for the development of affordable housing; and

WHEREAS, the County is willing to accommodate the HRA’s request to purchase the Property on the terms and conditions contained in this Memorandum.

NOW THEREFORE, in consideration of the recitals, and other good and valuable consideration, and intending to be legally bound, the HRA and County agree as follows:

1. The HRA has provided to the County its specific plans for developing affordable housing on the Property and the specific law or laws that empower it to acquire the Property in furtherance of those plans.
2. **Identity of the Developer.** The HRA identifies Community Action Partnership of Ramsey and Washington Counties (“CAPRW”) as the developer (the “Developer”) of the Property. The HRA agrees that the Developer meets the requirements for developers set forth in Section 4.57.60.b.1. of the Ramsey County Administrative Code.
3. The County Assessor has determined that the Property has a market value of \$40,000. In consideration of the Property’s use for affordable housing, the County will sell the Property to the HRA for 25% of its market value, which is \$10,000, plus maintenance costs and recording fees.
4. The HRA agrees to sell or otherwise convey the Property for affordable housing only to the Developer or other owner (“Owner”) who agrees: (1) to rent the Property to persons or families whose household incomes at the time of their written application to lease does not exceed 60% of the area median income, adjusted for family size, as determined by the United States Department of Housing and Urban Development (“HUD”); and (2) rent for the size of the unit within the Property cannot exceed 30% of 60% of the area median income, adjusted for family size. The amount of rent owed may

include those costs paid by tenants if permitted by the applicable HUD program. The Owner may be the Developer, or if the HRA chooses to retain ownership during development, the Owner is the legal entity to which the HRA transfers ownership of the Property once it first becomes available for rent.

5. If in subsequent years after the Property first becomes available for rent, the household income for a family increases to more than 80% of the area median income as adjusted for family size, the Owner may convert the rent to "Fair Market" rent as established by HUD. If this conversion occurs, "Fair Market" rent will continue even if the household income subsequently decreases below the 80% threshold.
6. If the Owner agrees to accept Section 8 vouchers, Owner is deemed to meet income and rent limit requirements for those housing units for which such Owner accepts vouchers.
7. The Owner must abide by the Fair Housing Act in rental decisions. Income qualification must only be satisfied at the time of each written application to lease the Property. A yearly certification of low-income rental property from the Housing Finance Agency as provided in Minnesota Statutes Section 273.128 is required to be provided to the HRA.
8. The Owner will continue to qualify even if there is temporary noncompliance caused by an increase in incomes of existing tenants as long as any vacancies are filled by qualifying low-income renters until the noncompliance is corrected.
9. Any resale or other conveyance of the Property during the seven (7) years after the Owner receives a rental license to rent the Property must be to an Owner as defined above, or a "qualified homebuyer", which is defined as a buyer agreeing to continuously occupy and homestead the Property and whose household income does not exceed 80% of area median income as adjusted for family size, as set forth in Section 4.57.60.b.2. of the Ramsey County Administrative Code. Income qualification must only be satisfied at time of the written application by the qualified homebuyer.
10. The HRA will place a Declaration of Conditions and Restrictions of record to assure compliance with the terms of this Memorandum. In the case of non-compliance with these terms by the Owner, the HRA will, at its discretion, either enforce the Declaration or require the non-compliant Owner to pay for a pro-rated share of the discounted market value provided by the County for its sale of the Property and the recaptured benefits, as described in Section 4.57.60.b.2 of the Ramsey County Administrative Code, are payable to the County within 90 days of notification of non-compliance. The HRA shall include in its purchase agreement with the Developer or qualified homebuyer, and require that the Developer include in its purchase agreement with the qualified homebuyer, that if the qualified homebuyer fails to maintain the Property as the homebuyer's homestead as set forth in Section 4.57.60.b.2.i

of the Ramsey County Administrative Code, the qualified homebuyer is liable for a pro-rated share of the Property's discounted market value paid by the qualified homebuyer to be repaid to the County. Ramsey County has no obligation to enforce the Declaration.

11. The income qualification requirements set forth in Sections 4 and 9 as well as the Declaration described in Section 10 and accompanying provisions to recapture benefits will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.

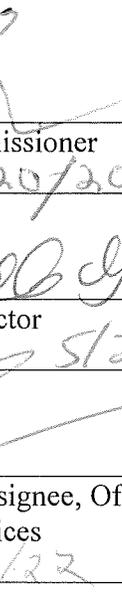
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the HRA and County have executed this Memorandum by its authorized representatives as of the last date written below ("Effective Date").

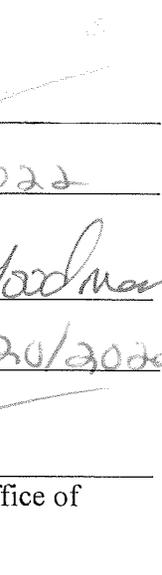
**HOUSING AND REDEVELOPMENT COUNTY OF RAMSEY
AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA**

By: 
Its: Chair or Commissioner
Date: 5/20/2022

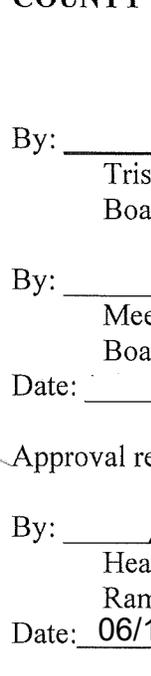
By: _____
Trista MatasCastillo, Chair
Board of County Commissioners

By: 
Its: Executive Director
Date: 5/20/2022

By: _____
Mee Cheng, Chief Clerk
Board of County Commissioners

By: 
Its: Director or Designee, Office of
Financial Services
Date: 5/20/22

Approval recommended:
By: Heather Bestler
Heather Bestler
Ramsey County Auditor/Treasurer
Date: 06/15/2022

Approved as to form:

Assistant City Attorney
Date: 5/20/2022

Approved as to form:
Melitta Drechsler
Assistant County Attorney
Date: June 15, 2022

This instrument was drafted by:
Ramsey County Property Tax, Records and Election Services
Tax Forfeited Land Section
90 Plato Blvd. W.
St. Paul, MN 55107



Board of Commissioners

Request for Board Action

Item Number: 2022-464

Meeting Date: 9/6/2022

Sponsor: Property Tax, Records & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 558 Arlington Avenue East, Saint Paul, MN 55130

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 3
PIN: 20-29-22-31-0028
Property Address: 558 Arlington Avenue East, Saint Paul, MN 55130
Repurchase Amount Due to Date: \$25,975
2. Approve the repurchase of the above tax-forfeited property by Linda Phillips, fee owner at the time of forfeiture ("Repurchaser"), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

Background and Rationale

The subject property is located at 558 Arlington Avenue East and is an occupied single-family house located in the Payne-Phalen neighborhood of Saint Paul. Property taxes for 2012, 2013, 2018 and 2019 were unpaid and the property forfeited to the state on August 3, 2019. The repurchase applicant is Linda Phillips, fee owner at the time of forfeiture ("Repurchaser").

On March 24, 2020, per Resolution B2020-068, the Ramsey County Board of Commissioners reviewed and approved the repurchase application of Repurchaser, with conditions that Repurchaser execute a repurchase contract and provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution within 90 days of approval of the resolution.

Repurchaser was unable to complete the repurchase in the required 90-day timeframe. As the property was classified homestead at the time of forfeiture, and pursuant to Minnesota Statutes, Section 282.241, subdivision 1, Repurchaser may resubmit application for repurchase up to the date the Department of Property Tax, Records & Elections Services (PTRES) conveys the property. Repurchaser resubmitted application July 10, 2022, along with certified funds in the amount of \$3,000 which exceeds the required down payment to execute the repurchase contract.

Based on these changed circumstances, PTRES recommends approval of the repurchase application, thereby correcting any undue hardship or injustice resulting from the forfeiture, subject to the Repurchaser executing a repurchase contract with 90 days of approval.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, targeted community data and neighborhood racial demographics provide marginal insight. This property is located in a targeted community, as defined by Minnesota Statutes, section 469.201, subdivision 10. More than 65% of households in the Payne-Phalen neighborhood are non-White, as compared to only 43% of non-White households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

PTRES informed the city of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the Ramsey County Board approve the repurchase.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds from this sale in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul School District # 625 and 20% to the city of Saint Paul on an annual basis.

Last Previous Action

On March 24, 2020, the Ramsey County Board of Commissioners approved the repurchase of the tax-forfeited property located at 558 Arlington Avenue East, Saint Paul, MN 55130 (Resolution B2020-068).

Attachments

1. Map of property located at 558 Arlington Avenue East

Item Number: 2022-468

Meeting Date: 9/6/2022

Sponsor: Public Works

Title

Speed Zone Study on Various Ramsey County Roads

Recommendation

1. Request the Minnesota Department of Transportation to conduct a speed zone study on portions of McKnight Road, Victoria Street, Edgerton Street, and New Brighton Road.
2. Authorize Ramsey County Public Works to install speed limit signs based on the Minnesota Department of Transportation's study results.

Background and Rationale

Ramsey County Public Works has engaged the Ramsey County Board on how to approach speed limits in workshops conducted on October 26, 2021, and April 12, 2022. A recommendation from the April 12 workshop was to identify specific county road corridors to complete an official speed study through the Commissioner of the Minnesota Department of Transportation (MnDOT) to determine if the existing speed limits are appropriate. The selected corridors recommended for a study were derived from a variety of parameters, including:

- Speed limits of 40 mph or higher.
- Roads with predominately residential development on both sides of the roadway.
- Roadways with narrow shoulders and lack pedestrian and bicycle facilities.
- Corridors with multiple speed limit changes.

All the recommended corridors meet multiple conditions.

The county roads recommended for a speed study investigation are:

1. McKnight Road from Carver Ave to County Road C (~8.25 miles)
2. Victoria Road from County Road B to County Road F (~3.75 miles)
3. Edgerton Road from County Road B to Centerville Road (~2.5 miles)
4. New Brighton Road from County Road E to County Road E2 (~0.75 miles)

MnDOT requires a Ramsey County Board resolution as the formal request and authorization to conduct a speed study. It may take 12 months or longer before the study results are known; Public Works intends to work closely with MnDOT to try to expedite the process.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

While the corridors recommended for study are not located in racially diverse neighborhoods, various studies have identified an overrepresentation of bicyclists and pedestrians from communities of color. Each of the recommended corridors lacks adequate facilities for non-motorized transportation and is part of the basis for requesting an evaluation by MnDOT to establish a slower speed limit to mitigate the risks associated with non-motorized users.

Many diverse neighborhoods along county roads have lower speed limits than those being recommended. An alternative evaluation method will be used to determine if modifications to those posted speed limits are feasible.

Community Participation Level and Impact

Public Works routinely receives calls from residents and users of the identified corridors requesting lower speed limits. While there was no official community participation in this request, the frequency of concerns expressed to Public Works from residents and resulting site investigations substantiate the need for a fresh look at these corridors to determine an appropriate speed limit.

Inform Consult Involve Collaborate Empower

Fiscal Impact

A minimal capital outlay will result if a different speed limit is recommended. These costs can be incorporated into the existing Public Works budget and no additional funding is being requested because of this request.

Last Previous Action

On April 12, 2022, Public Works presented at a board workshop on Speed Limits on County Roads.

Attachments

1. Location Map



Segment Boundaries

1. McKnight Road from Carver Ave to County Road C (~8.25 miles)
2. Edgerton Street from County Road B to Centerville Road (~2.5 miles)
3. Victoria Street from County Road B to County Road F (~3.75 miles)
4. New Brighton Road from County Road E to County Road E2 (~0.75 miles)

Board of Commissioners

Request for Board Action

Item Number: 2022-465

Meeting Date: 9/6/2022

Sponsor: Workforce Solutions

Title

Amendment # 1 to the Master Grant Contract with Minnesota Department of Employment and Economic Development for Employment Services

Recommendation

1. Approve amendment # 1 to the Master Grant Contract with the Minnesota Department of Employment and Economic Development for Employment Services to update the Workforce Solutions address noted on the contract, with all other terms and conditions remaining the same.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the Chair and Chief Clerk to execute future amendments related to an address change, in a form approved by the County Attorney's Office.

Background and Rationale

In October 2021, Workforce Solutions moved from its location at 2266 2nd Street North, North Saint Paul, MN 55109 to its current location at 160 E. Kellogg Blvd., Suite 6700, Saint Paul, MN 55101. Workforce Solutions was recently informed that, per State requirements, the Master Grant Contract with the Minnesota Department of Employment and Economic Development must be updated to reflect Workforce Solutions' change of address. No other amendments to this contract are being requested at this time. Workforce Solutions is anticipated to re-locate once again in early 2023 to have proximity to the Metro Square Service Center in order to meet with residents. When Workforce Solutions moves to Metro Square, another amendment to the Master Grant Contract will be required to update the department's address at that time.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no direct racial equity impact with this request.

Community Participation Level and Impact

There was no community participation involved with this request.

Inform Consult Involve Collaborate Empower

Fiscal Impact

There is no change to Workforce Solutions' budget with this request.

Last Previous Action

On March 17, 2020, the Ramsey County Board approved the Master Grant Contract with the Minnesota Department of Employment and Economic Development (Resolution B2020-064).

Attachments

1. Amendment # 1 to Master Grant Contract

Amendment #1 for SC #172740

State and/or Federal Master Grant Contract Agreement: RAMSEY2020M

Contract Start Date:	<u>04/01/2020</u>	Total Contract Amount:	<u>\$0</u>
Original Contract Expiration Date:	<u>03/31/2025</u>	Original Contract:	<u>\$0</u>
Current Contract Expiration Date:	<u>03/31/2025</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$0</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of Employment and Economic Development (DEED), Employment and Training Programs ("State") and Ramsey County, 2266 2nd Street North, North St. Paul, MN 55109 ("Grantee").

Recitals

1. The State has a grant contract with the Grantee identified as Master Grant Contract Number RAMSEY2020M ("Original Master Grant Contract") to provide employment and training services.
2. The Master Grant Contract is being amended to update the address of the Grantee.
3. The State and the Grantee are willing to amend the Original Master Grant Contract as stated below.

Grant Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Grantee address in opening statement is changed from ~~2266 2nd Street North, North St. Paul, MN 55109~~ to 160 E. Kellogg Blvd., Suite 6700, St. Paul, MN 55101.

Except as amended herein, the terms and conditions of the Original Master Grant Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15

By: N/A, no costs associated with Master

Title: _____

Date: _____

SWIFT Contract/PO No.(s): SC #172740, PR 52250

2. GRANTEE:

Ramsey County

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
(WITH DELEGATED AUTHORITY)

Title: Chair

Date: _____

By: _____
(WITH DELEGATED AUTHORITY)

Title: Director

Date: _____

3. STATE: MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (EMPLOYMENT AND TRAINING PROGRAMS)

By: _____
(WITH DELEGATED AUTHORITY)

Title: _____

Date: _____

By: _____
(WITH DELEGATED AUTHORITY)

Title: Chief Clerk – County Board

Date: _____

Approved as to form:

By: _____
(WITH DELEGATED AUTHORITY)

Title: Assistant County Attorney

Date: _____

Distribution:
Agency
Contractor
State’s Authorized Representative - Photo Copy

Board of Commissioners

Request for Board Action

Item Number: 2022-372

Meeting Date: 9/6/2022

Sponsor: Economic Growth and Community Investment

Title

Carryover of 2021 Property Management Operating Funds into 2022 Budget

Recommendation

Approve funding and related transfers of \$840,000 from Property Management's Building Fund Balance for the following items:

- Public Works Fund Operating Projects; \$144,000.
- Library Facilities Fund Operating Projects; \$380,000.
- Courthouse Facilities Fund Operating Projects; \$76,000.
- General Building Fund Operating Projects; \$240,000.

Background and Rationale

Typically, Property Management reserves appropriations from year-to-year to fund operating projects not completed in their initial budget year. These funds pay for non-routine maintenance of county buildings. In the past, this was done through the year-end encumbrance process for each of the four Building funds. In 2021, funds were not encumbered and appropriations closed to fund balance.

To cover 2022 costs, Property Management is requesting a reappropriation from fund balance in the amount of \$840,000 to cover these costs in 2022.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no direct racial equity impact associated with the projects funded through this action. Maintaining county buildings is critical and a benefit to employees and all residents who seek services from our employees.

Community Participation Level and Impact

There has been no direct community participation in the development of the maintenance projects to be completed with these funds. Capital projects are identified in the biennial budget process and shared with the Capital Improvement Program Citizens' Advisory Committee.

Inform Consult Involve Collaborate Empower

Fiscal Impact

This action would increase the department's 2022 Operating budget by \$840,000. This has no impact on the general fund for Ramsey County.

Last Previous Action

None.

Attachments

None.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2022-476

Meeting Date: 9/6/2022

Sponsor: Board of Commissioners

Title

Cancellation of the October 4 and November 1, 2022 Board Meetings

Recommendation

Cancel the Ramsey County Board meetings of October 4 and November 1, 2022.

Background and Rationale

The Ramsey County Home Rule Charter states that the Ramsey County Board of Commissioners must meet at least two times per month. Annually, the Ramsey County Board of Commissioners adopts Rules of Procedure, which outline board meetings to be held on the first four Tuesdays, unless otherwise cancelled.

It is therefore requested that the Ramsey County Board of Commissioners cancels the following board meetings:

- October 4, 2022 - due to the InterCity Leadership Visit with Chamber of Commerce in Charlotte, North Carolina from October 2 to October 4, 2022.
- November 1, 2022 - due to the majority of commissioners attending the Rail~Volution Conference 2022 in Miami, Florida from October 30 to November 2, 2022.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no known impact on racial equity from this action.

Community Participation Level and Impact

The purpose of this action is to inform of the community of changes to board meeting dates.

Inform Consult Involve Collaborate Empower

Fiscal Impact

None.

Last Previous Action

None.

Attachments

None.

Item Number: 2022-475

Meeting Date: 9/6/2022

Sponsor: County Manager's Office

Title

Presentation of the 2023 Supplemental Budget and Performance Measures

Recommendation

None. For information only.

Background and Rationale

Chapter 3.30.k of the Administrative Code provides that the County Manager shall prepare and submit the annual budget proposal and capital improvements plan proposal to the Ramsey County Board of Commissioners. The Ramsey County Board of Commissioners adopted the Ramsey County 2022-23 Biennial Budget on December 21, 2021. 2023 is the second year of the biennium. The 2023 Supplemental Budget focuses on Ramsey County's performance measures and the progress towards the county's goals and strategic priorities.

On September 6, 2022, the County Manager will present the Ramsey County 2023 Supplemental Budget and Performance Measures. The County Assessor and County Auditor will follow with information related to impacts on property taxes, and the Director of Policy and Planning will share an update community indicators. The Chief Financial Officer will also present the Financial Annual Report. Following the kick-off presentations will be each service team in the following order:

- Sept. 6 - Strategic Team (2:00-3:15 pm)
- Sept. 6 - Information and Public Records (3:30-5:00 pm)
- Sept. 12 - Health and Wellness (8:30-11:00 am)
- Sept. 12 - Economic Growth and Community Investment (12:00 - 2:00 pm)
- Sept. 13 - Safety and Justice (8:30-4:00 pm)

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Ramsey County is one of the most racially and ethnically diverse counties in the state of Minnesota, with more than 40% of residents being people of color. More than 130 languages or dialects are spoken in Ramsey County. Racial equity is a required component in Ramsey County's Strategic Plan and Performance Measures, which guide and influence each Service Team's budget allocations and community investments. The 2023 Supplemental Budget provides transparency and grants residents the opportunity to hold county leadership accountable to ensure the budget work toward achieving Ramsey County's vision of a vibrant community where all are valued and thrive.

Community Participation Level and Impact

There will be two public hearings incorporated in the 2023 supplemental budget process. Additionally, for residents who are unable to attend, an opportunity for public comment will also be available online. The public hearings are scheduled for:

- Tuesday, September 13, 2022 at 5:00 p.m. - Council Chambers, Courthouse Room 300
- Monday, November 28, 2022 at 6:30 p.m. - Location TBD

All budget presentations, 2023 Supplemental Budget and Performance Measures, and budget related materials will be available on the Ramsey County website immediately following the Ramsey County Board meeting on September 6, 2022.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Adoption of the 2023 Supplemental Budget and Performance Measures is scheduled for December 13, 2022.

Last Previous Action

On December 21, 2021, the Ramsey County Board approved the 2022-23 Ramsey County Operating Budget and the 2022 Tax Levy (Resolution B2021-293).

Attachments

None.