



Date: October 15, 2019

To: The Honorable Carla Nelson, Chair, Senate E-12 Finance and Policy Committee
The Honorable Jim Davnie, Chair, House Education Finance Committee
The Honorable Cheryl Youakim, Chair, House Education Policy Committee
The Honorable Charles Wiger, Senator, E-12 Finance and Policy Committee
The Honorable Sondra Erickson, Representative, House Education Policy Committee
The Honorable Ron Kresha, Representative, House Education Finance Committee

From: Alex Liuzzi, Executive Director

A handwritten signature in black ink, appearing to read 'Alex Liuzzi'.

Re: Interagency Agreements and Intra-Agency Transfers

In accordance with Minnesota Laws of 2017, First Special Session, Chapter 4, Article 2, Section 16 and M.S. 15.0395, attached is the specified list of FY2019 interagency and intra-agency transfers, and copies of the required agreements.

Please do not hesitate to contact me if you have additional questions.

Cc: Legislative Reference Library
Brian Rappe, Board Chair
Heidi Hahn, Board Vice Chair

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Admin's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable customer agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration Financial Management and Reporting (Admin) and Board of Teaching (Agency).

Agreement

1. Term of Agreement

- 1.1 *Effective date:* September 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide accounting transaction and other financial services to the Agency as described in Exhibits A, B and C, which are attached and incorporated into this agreement. Exhibit A describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibit A. The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

3. Authorized Representative

Admin's Authorized Representative is Lenora Madigan, Assistant Commissioner, 50 Sherburne Avenue, St Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Alex Liuzzi, Interim Executive Director, 1500 Highway 36 West, Roseville, MN 55113 or his successor.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Assistant Commissioner, Lenora Madigan, to seek resolution.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$55,000 for FY 2018 (10 months). The amount for FY 2019 will be determined after Admin has more experience with the level of service required. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit C, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. Changes to the signature authorities in Exhibit C must be acknowledged with a revised Exhibit C signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

STATE ENCUMBRANCE VERIFICATION *Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Sen Franklin

Date: 10/23/17 SWIFT Contract/PO 133724/300-121

Board of Teaching (Agency)

By: [Signature] (with delegated authority)

Title: Interim Executive Director

Date: 10/20/17

Department of Administration (Admin)

By: [Signature] (with delegated authority)

Title: Deputy Commissioner

Date: 11.9.17

**EXHIBIT A to Interagency Agreement between the
Department of Administration Financial Management and Reporting (Admin) and
Board of Teaching (Agency)**

The Agency (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for the following:

1. Access to Information
 - Ensure separation of duties or maintain compensating internal controls.
2. Budget
 - Provide financial information to support development of the Agency's biennial budget for entry into the Budget Planning and Analysis System (BPAS) or other more current system.
 - Provide biennial budget narrative information and post to SharePoint website or other more current system.
 - Analyze and provide any research necessary to respond to fiscal note requests, and provide completed fiscal note responses to Admin for entry into the Fiscal Note Tracking system (FNTS) or other more current system.
 - Determine annual budget plan once appropriated by the Legislature.
 - Manage budgets, with assistance from Admin, to ensure that funds are allocated appropriately and not overspent.
 - Determine budget plans for grant awards or other funding sources that may arise.
3. Daily Processes
 - Provide Admin with all necessary documentation for any financial transaction to enable Admin to code transactions properly in the state's accounting and/or payroll/human resources systems to the correct accounting period and the correct expense or revenue account.
 - Ensure that all receipts \$1,000 or more are deposited daily. Receipts under \$1,000 must be deposited within the month received and must be adequately safeguarded in a locked area until deposit. Agency will provide deposit information by 1 p.m. on the business day of deposit to facilitate transaction entry in the state's accounting/procurement system.
 - Record receipts received each day in a receipts log, establish appropriate separation of duties with respect to handling of receipts, and periodically reconcile receipts information in the state's accounting/procurement system to the Agency's receipts log.
 - Date-stamp all invoices and expense reports with the date received, and forward payment documents to Admin in a timely manner to enable compliance with statutory and policy prompt payment requirements.
 - Submit approved Authorization for Travel in EIOR or more current system prior to any out-of-state travel to certify that sufficient budget funds are available and the anticipated expenses are consistent with state travel policy and applicable bargaining agreements or compensation plans.
 - Submit approved Request for Approval to Incur Special Expense forms in EIOR or more current system prior to incurring any expenses classified in applicable policies as "special expenses" to certify that the expenses meet the policy criteria.
 - Submit completed employee or board/council/commission member travel expense reports supported by appropriate receipts, Authorization for Travel, Request for Approval to Incur Special Expense forms, and/or any other required documentation.
 - Maintain records of all capital assets and sensitive items, and work with Admin's Surplus

Services division to dispose of surplus property.

- Report to Admin any errors/discrepancies discovered relating to services performed by Admin under this agreement.
- Monitor any changes of board/council/commission/advisory committee members or their places of employment and determine each board/council/commission/advisory committee member's eligibility for per diems and expenses. Submit to Admin only eligible per diems and expenses.

4. Procurement and Contracts

- Request appropriate assistance from Admin's Office of State Procurement (OSP) and the Attorney General's Office (AG) on the development and approval of any professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements.
- Attend training offered by OSP, as needed, on the topics of state procurement and contracting.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to Admin as required by statewide purchasing and contracting policies, when applicable.

5. Reports

- Review and verify payroll reports and report any discrepancies to Admin. As part of this process, the Agency will document its review of the Payroll Posting Audit Trail as required by Admin's Verification of Payroll Posting Audit Trail Procedure.
- Periodically review fiscal reports including the Manager's Financial Report, expenditure, encumbrance and receipts reports, and salary projection reports to ensure the integrity of the Agency's fiscal data.

6. SWIFT

- SWIFT work processes may require various Agency employees to have system access for work processes including but not limited to electronic requisitions and approvals, asset management, contract solicitations and creation, and inquiries for access to information.

7. Other

- Follow statewide and Admin financial policies and procedures. The Agency can implement more restrictive policies and procedures.
- Follow Code of Conduct and Internal Control policies and procedures.
- Ensure that any business cell phone use complies with applicable state, Admin, and/or Agency policies and procedures. The Agency must retain an Acknowledgement of Receipt/Mobile Device Services and Equipment form completed by each employee to whom a cell phone is assigned.
- Assist Admin with information needed to complete fiscal year-end certifications.

Admin (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for:

1. Access to information

- Maintain to the best of Admin's ability staff assignments and security access into the state's accounting/procurement, payroll/human resource, and budget systems to prevent access to functions that are considered incompatible for the maintenance of strong

internal financial controls.

- Ensure separation of duties or maintain compensating internal controls.

2. Budget

- Enter biennial budget financial data into BPAS or more current system.
- Enter completed fiscal notes into the FNTS or other more current system, and provide guidance and consultation on fiscal note development and processes.
- Enter annual and revised budget data into the state's accounting/procurement system.

3. Daily Processes

- Expedite the payment process by increasing an encumbrance for an invoice approved for payment by the Agency without requiring a signature, email or other approval to process the increase *if the encumbrance balance is not sufficient to cover the payment*. The encumbrance will be increased enough to allow the payment to be processed. If an encumbrance is short by more than \$500, Admin will contact the Agency for approval before the increase is processed.
- Enter/process expense reports in the state's payroll system and retain original expense reports and supporting documents for audit purposes.
- Research any errors/discrepancies reported by the Agency and correct as needed.
- Assist with timely deposit of receipts, if needed, and enter deposit information into the proper account(s) in the state's accounting/procurement system.
- Maintain accurate capital asset records in SWIFT based on asset information provided by the Agency and purchasing activity conducted under this agreement.

4. Procurement and Contracts

- Enter purchase orders, professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements into the state's accounting/procurement system, in order to encumber funds.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to OSP as required by statewide purchasing and contracting policies.

5. Reports

- Supply additional financial reports as needed.
- Advise and consult regarding financial reports available to the Agency.

6. SWIFT

- Assist the Agency with ongoing improvements/enhancements to the SWIFT system. This includes but is not limited to coordinating the completion of assignments and assisting the Agency regarding new policies and procedures implemented with SWIFT.

7. Other

- Provide assistance as needed to support the Agency's responsibility to manage and monitor its budgets, and discuss any questions or concerns with the Agency.
- Provide financial policies and procedures for use by the Agency.
- Complete and submit fiscal year-end certifications to MN Management and Budget.

**EXHIBIT B to Interagency Agreement between the
Department of Administration Financial Management and Reporting (Admin) and
Board of Teaching (Agency)**

This agreement is between the following agencies:

Department of Administration Financial Management and Reporting (Admin)

Board of Teaching (Agency)

Admin agrees to process the following transactions for the Agency:

Payments will be processed in accordance with prompt payment statutory requirements (i.e. within 30 days of the later of the receipt of an invoice or receipt of goods or services).

Purchase orders requiring no bid process will be created within 4 days of receipt of a properly completed/approved EIOR Purchase Request in FMR. The time required to create orders requiring bid processes is highly variable, thereby precluding one standard target period for order creation.

The following additional terms apply to this agreement and are categorized by the basic steps in the purchasing and payment process:

Purchase Request

An EIOR (or other more current system) Purchase Request must be completed by the Agency and submitted to Admin for all purchases. The agency is responsible for providing complete and correct specifications and related information on any Purchase Request forms submitted to Admin. Timely processing of orders is dependent on a correct and complete Purchase Request. The Agency must allow sufficient lead time when submitting a Purchase Request to allow for the normal purchasing process and shipment of goods or services.

As an addendum to this Interagency Agreement, the Agency will provide the names of its employees authorized to approve purchases. An updated Exhibit C or other written communication (memo, email, etc.) is required each time the list changes. An updated Exhibit C may be executed without formal amendment of the Interagency Agreement.

Purchase Order

Purchase orders that Admin creates will comply with Authority for Local Purchase (ALP) requirements and other applicable statutory and policy requirements.

Admin will advise the Agency regarding purchasing requirements (i.e. when a state contract purchase is required) as needed.

Admin will transmit purchase orders under this agreement to the Agency. The Agency will transmit purchase orders to vendors as appropriate. The Agency will not initiate orders by

phone calls to vendors or other means prior to the creation of a purchase order or other appropriate encumbering transaction in the state's accounting/procurement system by Admin unless necessary due to an emergency as defined by statute.

M.S. 16C.10 defines an emergency as a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people. The normal solicitation process is not required for emergency purchases, but the Agency must contact Admin as early as possible so that Admin can inform OSP in writing and enlist their assistance as is appropriate. If time permits, this contact should occur before making an emergency purchase, but if time does not permit, the Agency is expected to act promptly to address the emergency.

The Agency is responsible for distribution of pertinent documents to its property management coordinator or other personnel.

Contract

The Agency must not direct a contractor to begin work until Admin has encumbered funds and the contract or agreement has been executed. Prior to encumbering an Annual Plan Agreement, the Agency will provide a copy of its approved Annual Plan to Admin. The Agency will provide Admin with a fully signed copy of each contract that is executed.

Receipt of Goods or Services

Goods ordered will be shipped directly to the Agency unless the purchase request indicates otherwise.

The Agency must document the date goods or services are received. Packing slips, receiving reports, work orders or other documentation indicating receipt of goods/services must be sent to Admin to support invoices to be paid.

The Agency is responsible for notifying its property management coordinator of receipt of goods when necessary.

Invoices

Vendors will be instructed to send invoices directly to the Agency unless otherwise agreed or transmitted through the state's accounting/procurement system. After date-stamping invoices upon receipt and applying payment approval as discussed in the next section of this agreement, the Agency will promptly forward invoices to Admin to enable payment within the statutory time period established for prompt payment or any more restrictive payment terms agreed to.

Payment Authorization

The Agency must provide authorization to pay each invoice, which may be indicated on the invoice itself. Invoices for services received under a contractual agreement (i.e., professional technical, grant, and other similar contracts) must be authorized for payment by the person designated in the contract as the state's authorized representative. If the contract does not specify a state's authorized representative, an Agency staff person with delegated authority to approve invoices will sign the invoice to approve payment.

Payment Processing

Admin will process payments in accordance with the prompt pay requirements established by M.S. 16A.124 Subd 3. Prepayments are not allowed unless permitted by state policy. The Agency and Admin are responsible for meeting the state's prompt payment goal that 98% of invoices are paid within 30 days.

Filing of Documents

All documents must be retained in accordance with applicable records retention policies.

Admin will retain the original Purchase Request, copy of the purchase order, the original packing slip or other similar documentation, and the original invoice unless otherwise agreed.

SWIFT Implementation

As SWIFT is improved and enhanced, business processes may change. As system expertise increases and future phases are implemented, policy and process changes may continue. Examples include electronic purchase requests, asset management, approvals, signatures, sourcing, and contracts.

SWIFT implementation may affect whether documents are retained in paper or electronic form.

**EXHIBIT C to Interagency Agreement between the
Department of Administration Financial Management and Reporting (Admin) and
Board of Teaching (Agency)**

Date 11 / 15 / 17

Agency Board of Teaching

Agency Head Signature [Signature]

Policy and Recommendations Regarding Separation of Duties

In accordance with state accounting policy, *agencies shall separate the financial duties of their employees to provide appropriate control in the processing of transactions. In those instances where separation is not feasible, e.g., a small agency or board with limited employees, compensating controls such as independent review must be established.*

The Agency should separate duties among employees to ensure that no one person has control over the entire order and payment approval process. For optimum internal control:

- The person(s) authorized to approve Purchase Requests should not also be authorized to approve payments and vice versa.
- If two persons are authorized to approve both purchases and payments, neither person should perform both functions for any one purchase/payment transaction. For any one purchase/payment, one person should approve the purchase, and the other should approve the payment.
- In the event that one person approves Purchase Requests and payments for the same purchase/payment transaction(s), the Agency must document and implement compensating controls such as independent review of detailed expenditure reports.
- If at any time the Agency cannot maintain optimum separation of duties, the Agency should document the circumstances preventing optimum separation, and identify the compensating controls that will be implemented.

Signatures of Staff Authorized to Approve Purchase Requests

PRIMARY:

Alex Luzzi [Signature]
Name

Specific conditions on approval authority

BACKUP:

Lori Rosenthal [Signature]
Name

up to \$2500
Specific conditions on approval authority

Signatures of Staff Authorized to Approve Payments

PRIMARY:

Alex Luzzi [Signature]
Name

Specific conditions on approval authority

BACKUP:

Name

Specific conditions on approval authority

**AMENDMENT COVER SHEET
STANDARD AMENDMENTS**
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Education

Name of Contractor: Professional Educators
Licensing and Standards Board

Current contract term: 01/01/2018-2/28/2019

Project Identification: Office space, building and security services
SWIFT Contract No. 135870

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C.03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date: 06/30/19
Why is it necessary to amend the end date? Amendment No. 3 is necessary to add an additional four months to Amendment No. 2.
2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$97,899.12 Original Agreement (01/01/2018-06/30/2018) \$97,899.12 Amendment No. 1 (07/01/2018-12/31/2018) \$33,308.00 Amendment No. 2 (01/01/2019-02/28/2019) <u>\$66,616.00</u> Amendment No. 3 (03/01/2019-06/30/2019) \$295,722.24
2b. Describe the amendment: Additional time and funding is being added to the Second Amendment to continue service. An additional not to exceed amount of \$66,616 is needed to continue the service.
3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Agreement Start Date:	01/01/2018	Total Agreement Amount:	\$ 295,722.24
Original Agreement Expiration Date:	06/30/2018	Original Agreement:	\$ 97,899.12
Current Agreement Expiration Date:	02/28/2019	Previous Amendment(s) Total:	\$ 131,207.12
Requested Agreement Expiration Date:	<u>06/30/2018</u>	This Amendment:	\$ 66,616.00

This Amendment No. 3 ("Amendment") is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Education ("MDE") and the Professional Educator Licensing and Standards Board ("PELSB").

Recitals

1. MDE entered into an Interagency Agreement with PELSB on January 1, 2018 ("Interagency Agreement"), identified as SWIFT Contract Number 135870, to provide office space as well as building and security services ("Services").^e
2. On July 3, 2018, MDE and PELSB entered into a First Amendment ("First Amendment") to continue Services and secure funding for an additional six months. On December 13, 2018, MDE and PELSB entered into a Second Amendment ("Second Amendment," and together with the First Amendment and Interagency Agreement, the "Agreement") to continue Services and secure funding for an additional two months.
3. It has been determined it is in the benefit of both parties to extend the end date of the Agreement by an additional four months and secure additional funds.
4. MDE and PELSB are willing to amend the Agreement as stated below.^e

Interagency Agreement Amendment No. 3^e

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

REVISION 1. Clause 1. "Term of Agreement" is amended as follows:

- 1.1 Effective date: January 1, 2018 or the date MDE obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: ~~February 28, 2019~~, June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "Consideration and Payment" is deleted in its entirety and replaced with the following:

3. Consideration and Payment: MDE will be paid based on actual headcount each month at the following rate:^e
 - a. From January 1, 2018 through December 31, 2018, PELSB will pay MDE a monthly rate of \$741.66 per each person for up to 22 employees at an estimated monthly cost of \$16,316.52. From January 1, 2019 through ~~February 28, 2019~~, June 30, 2019, PELSB will pay MDE a monthly rate of \$757.00 per each person for up to 22 employees at an estimated monthly cost of \$16,654.00.
 - b. In the event that PELSB employs more than 22 employees during the duration of this Agreement, the parties mutually agree to amend this Agreement to reflect the actual employees and the monthly cost per person, as well as the total obligation. If PELSB desires to terminate this Agreement prior to June 30, 2019, PELSB will give a two-week written notice to MDE and Services will be prorated.
 - c. The total obligation of PELSB for all compensation, rent and security services under this Agreement will not exceed ~~Two Hundred Twenty-Nine Thousand One Hundred Six and 24/100ths Dollars (\$229,106.24)~~ Two Hundred Ninety-Five Thousand Seven Hundred Twenty-Two and 24/100ths Dollars (\$295,722.24).

Except as amended herein, the terms and conditions of the Agreement and all previous amendments remain in full force and effect.

[Signature page follows.]

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: [Signature]

Date: 2/14/19

SWIFT Contract No. 135870/300.264

3. MINNESOTA DEPARTMENT OF EDUCATION

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature]
(with delegated authority)

Title: Agency Finance Director

Date: 2/19/19

2. PROFESSIONAL EDUCATOR LICENSING AND STANDARDS BOARD

PELSB certifies that the appropriate person(s) have executed the Amendment on behalf of PELSB as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Executive Director

Date: 2/15/19

[Signature page to Amendment No. 3 (SP ID #100).]



STATE OF MINNESOTA INTERAGENCY AGREEMENT

The Department of Administration's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable customer agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration Human Resources (Admin) and Professional Educator Licensing and Standards Board (Agency).

Agreement

1. Term of Agreement

1.1 *Effective date:* July 1, 2019.

1.2 *Expiration date:* June 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide human resource services to the Agency as described in Exhibits A and B which are attached and incorporated into this agreement. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibits A and B.

Professional Educator Licensing and Standards Board retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes, while Admin provides transaction and other human resources services in an advisory capacity. The parties understand and agree that Admin is not and not intended to be, the employer or joint employer of Professional Educators Licensing and Standards Board applicants, employees or former employees by reason of the work performed or services provided under the Agreement. Professional Educator Licensing and Standards Board is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

3. Authorized Representative

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, 3rd floor, Centennial Building, 658 Cedar Street, St. Paul, MN, or her successor.

The Agency's Authorized Representative is Alex Liuzzi, Executive Director, 1021 Bandana Blvd. E., Suite 222 Saint Paul, MN 55108, or their successor.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$59,000 for FY20 with the FY21 amount to be determined in June 2020. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this Agreement.

5. Amendments

Any amendment to this agreement, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office.

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 90 days' written notice to the other party.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

1. STATE ENCUMBRANCE VERIFICATION

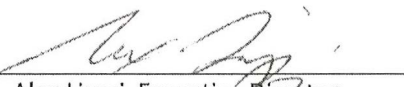
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: 

Date: 10/3/19

21634/167565/300-495

2. Professional Educator Licensing and Standards Board (Agency)

Signed: 
Alex Liuzzi, Executive Director

Date: 9/25/19

3. Department of Administration (Admin)

Signed: _____
Lenora Madigan, Deputy
Commissioner

Date:

EXHIBIT A to Interagency Agreement between the Department of Administration Human Resources (Admin) and Professional Educator Licensing and Standards Board (Agency)

Admin will provide the Agency the following human resource services that will help the Agency operate effectively:

Ad Hoc Reporting

- Upon request, provide ad hoc reports on employee costs; leave use; hires; separations; and other employment information contained in the state's information warehouse.

Affirmative Action Plan and Reports

- Draft Affirmative Action Plan; submit biennially to MMB for review and approval; and monitor efforts and progress.
- Complete the Monitoring the Hiring Process Quarterly Reports for the Agency.

Classification and Compensation

- Review position descriptions, determine appropriate classification, bargaining unit designation, and Fair Labor Standards Act (FLSA) status, document audit decisions, and explain the rationale for classification decisions.
- Advise on, and approve or deny compensation requests outside of Agency delegation of authority.
- The Agency must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

Timely review of classification and compensation requests depends on Admin receiving complete and accurate information from supervisors and managers. Admin is not responsible for processing information if it has not received a written request.

Admin has received delegated authority from Minnesota Management and Budget (MMB) to make classification and compensation decisions. Admin must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB periodically audits Admin's work to determine compliance with rules and laws.

Contract Administration

- Advise managers and supervisors on the application of labor contracts and plan language.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.

File Maintenance and Storage

- Maintain and securely store the personnel files and I-9 documents of the Agency employees, if agency requests.
- Maintain and store audit (job classification decisions) documentation and requisition (vacancy filling) files.
- Inform the Agency on the types of personnel information that should be securely maintained at Agency worksite.

