

**Minnesota Institute for Sustainable Agriculture  
BY-LAWS**

**June 2011**

**ARTICLE I: THE AGREEMENT**

This is an agreement between the College of Food, Agricultural Natural Resource Sciences (CFANS) and University of Minnesota Extension of the Regents of the University of Minnesota (University) and the Sustainers' Coalition (SC).

The SC currently exists of the five organizations listed below. The SC is an informal association of non-profit organizations and not a defined legal entity, yet each organization agrees to be bound by the terms of this agreement and to faithfully execute the obligations held herein. The SC members entering into this Agreement are:

Institute for Agriculture and Trade Policy  
Land Stewardship Project  
Minnesota Food Association  
Sustainable Farming Association of Minnesota  
The Minnesota Project

**ARTICLE II: NAME.**

The name of the organization defined by this Agreement shall be the Minnesota Institute for Sustainable Agriculture (MISA).

**ARTICLE III: PURPOSE**

The purpose of MISA is to bring together the diverse interests of the agricultural community with interests from across the University community in a cooperative effort to develop and promote sustainable agriculture in Minnesota and beyond.

**ARTICLE IV: UNIVERSITY POLICIES**

MISA will abide by all University of Minnesota and CFANS Policies including, but not limited to: human resources, financial and conflict of interest. All subsequent Articles are to be interpreted to be in conformance with Article IV.

## **ARTICLE V: THE MISA BOARD OF DIRECTORS**

### **A. Number of Directors**

The number of MISA Board members shall be twelve to fifteen. Membership on the Board shall reflect a 1/3 balance among: University representatives with a demonstrated interest in sustainable agriculture (e.g. faculty, staff, students, Extension, Regional Partnerships); sustainable agriculture practitioners (e.g. farmers and ranchers); and, representatives of the sustainable agriculture community (e.g., non-governmental organizations, business, government and citizen representatives.)

Diligent efforts shall be made during the nomination and appointment processes to reflect diversity especially with respect to gender, race, student status, geographic area, and occupation in the membership of the Board and its committees.

### **B. Terms of Directors**

The term of MISA Board of Director members is three years. Nominations shall be staggered so that 1/3 of the Directors are nominated annually. The Directors under this Agreement shall be the current Board of Directors as of May 1, 2011 with their original appointment date signed by CFANS. A member who has served two consecutive full three-year terms shall not be eligible for re-appointment to a consecutive third term. An individual who has been a Director may serve on the Board again after a minimum of a three year hiatus.

If a director resigns or is removed, his or her successor shall be nominated to complete the unexpired term subject to the terms of Article V.C.

### **C. Nominations and Appointments**

The nominations process for the MISA Board of Directors shall be the responsibility of the Board of Directors and shall occur annually prior to the September meeting (Article VII.B) of the MISA Board of Directors. The Board shall convene a nominating committee to conduct the search for new members. Article VIII.C. describes the nominating committee's role. This nominations process will recommend candidates to fill vacant positions of directors whose terms have expired, have resigned, or have been removed.

The Board shall manage the nominations process in a way that ensures maintenance of the composition of the MISA Board described in Articles V.A and V.B.

The Dean of CFANS, on behalf of the University, shall appoint the candidates forwarded by the Nominating Committee and recommended by the Board of Directors provided that the appointments are consistent with the nominations, appointments and term articles of this Agreement.

**D. Removal of Directors**

Directors, in consultation and in agreement with the Dean of CFANS, may be removed from the Board by a 2/3 vote of the entire MISA Board.

**E. Authority of the Board**

The Board is authorized to: (1) set program directions and policy priorities of MISA's work, (2) oversee the management of MISA; (3) raise and expend funds according to university policies; (4) award grants to support research and education to enhance sustainable agriculture programs, special projects of MISA, stipends for students or scholars, and Board expenses; and (5) engage in other activities in which the Board and Dean of CFANS deem consistent with the purposes of MISA and Article IV.

**F. Fiscal Authority of the Board**

The Board shall work with the Executive Director to prepare an annual budget and work plan for MISA's operations that specifically delineates the proposed expenditures of all funds. This budget shall be submitted annually for approval by the Dean of CFANS.

The CFANS allocation to MISA shall be based on a two-year funding cycle to reflect the biennial nature of the University budget cycle. All non-CFANS grants and contracts will be budgeted according to University policy and terms of the grantor.

**ARTICLE VI: AGREEMENT AMENDMENTS**

A proposed amendment to this Agreement must be proposed by a Board member, a Sustainers' Coalition member, or the Dean of CFANS to the Board in writing at the time of a Board meeting and placed on the agenda for discussion. Voting on the proposed amendment cannot occur for at least 25 days after the written proposal is distributed and discussed and must occur at a Board meeting at which directors are meeting in person.

All Agreement amendments require a 2/3 vote of the entire Board of Directors, 3/4 vote of the Sustainers' Coalition membership, and approval of the Dean of CFANS.

## **ARTICLE VII. MISA BOARD DUTIES AND MEETINGS**

### **A. Duties of Board Members**

The MISA Board of Directors is the governing body of MISA. Members of the Board shall fulfill their Director responsibilities by:

1. Determining the program direction and policy priorities of MISA
2. Overseeing the management of the MISA operation, including but not limited to, approving operating, financial and other organizational plans, strategies and objectives in conformance to Articles IV and V.E.
3. Evaluating the performance of the organization.
4. Evaluating the effectiveness of the Board.
5. Exercising their powers in the interests of MISA and not in the directors' personal interest or in that of another person or organization.
6. Following policies that address potential conflicts of interest for all MISA activities.
7. Providing input for evaluation and supervision of the Executive Director
8. Convening the nominating committee on an annual basis or more often if needed.

### **B. Annual Meeting**

The annual meeting of the Board of Directors shall occur on a date and at the time and place designated by the Board. The primary purpose of the annual meeting is to set goals and program direction and to elect the officers of the Board.

### **C. Notice of Meetings**

Written notice of regularly scheduled meetings of the Board of Directors shall be emailed to each director at least 10 days before the Board meeting. Any director may waive notice of a meeting orally or in writing to the Chair or Vice Chair or by attendance at the meeting.

#### **D. Other Board Meetings**

The Board of Directors shall meet in person at least four times per year. Other meetings may be held using teleconferencing or other electronic means. Meetings of the Board may be held at such time and place as are decided by the Board of Directors. Meetings may also be called at any time (a) by the Chair, (b) by the Board of Directors at a Board meeting, or (c) by the Chair upon receipt of a written request of five or more Board members to the Chair of the Board. The Chair shall convene a Board meeting within 10 days of receiving a written request. Electronic transmission of written requests for Board meetings are acceptable.

#### **E. Quorum and Voting**

The presence of a majority of directors at a Board meeting shall constitute a quorum. Each director shall be entitled to cast one vote on any question coming before the meeting. A director must be present to vote and shall not vote by proxy at a meeting of the Board of Directors. A majority vote of the directors present at any meeting, if there be a quorum, shall be sufficient to transact any business, unless a greater number of votes is required by law or this Agreement. A conference among directors by any means of communication through which all participants can simultaneously hear each other during the meeting may be deemed a meeting of the Board of Directors, provided that quorum and notice requirements are met. Written votes, including email votes, are allowable in circumstances where the Board is not meeting in person if ballots are made available to all sitting Board members.

### **ARTICLE VIII: COMMITTEES OF THE BOARD**

#### **A. Authority**

Committees are subject to the control and direction of the Board. The committees shall be assigned duties by the Board and will develop and submit proposals or recommendations for action to the Board. The Board may from time to time authorize a committee to act on behalf of the Board in specific matters. Such authorization shall be in the form of a resolution adopted by and approved by 2/3 of the entire Board.

#### **B. Executive Committee**

The Board of Directors shall establish an Executive Committee consisting of the officers of the Board: Chair, Vice Chair, and Secretary/Treasurer. The Chair of the Board shall chair the Executive Committee.

### **C. Nominating Committee**

The MISA Board of Directors shall annually convene a Nominating Committee to seek new members for the Board. The Committee shall consist of five members: two University representatives and a farmer/rancher appointed by the MISA Board; and two representatives of the Sustainers' Coalition appointed by the Sustainers' Coalition. Two members of the Nominating Committee shall be current MISA Board members. The committee's charge is to conduct an open public and comprehensive search to ensure composition on the Board according to this Agreement and to strive for diversity on the Board with respect to gender, race, geographic area, and occupation. The Nominating Committee shall present a slate of candidates to the Board of Directors, who will in turn review the slate to be sure it matches the conditions set forth in Article V and pass the recommendation to the Dean of CFANS for appointment to the Board.

### **D. Other Board Committees**

The Board may from time to time establish other committees of the Board, including, but not limited to: a Program Committee, a Communications and Public Relations Committee, and a Finance Committee. These Board committees shall be chaired by a Board member.

### **E. Task Forces and Advisory Committees**

The Board of Directors may from time to time establish task forces and advisory committees to seek information, to promote discussion or to advise the Board on specific program or policy issues.

**Other Task Forces and Advisory Committees:** Other task forces and advisory committees shall be chaired by a Board member or a Sustainers' Coalition member. Membership on these task forces and advisory committees is at the invitation of the Board but is not otherwise limited by this Agreement. The Board may not authorize task forces or advisory committees to act on behalf of MISA.

## **ARTICLE IX: TERMS OF RENEWAL OF MISA**

The term of this Agreement between the SC and University regarding MISA is in effect until June 30, 2016, at which time this Agreement will end and MISA will be dissolved. If the parties wish to renew this Agreement for another term, MISA must first undergo a review according to University comprehensive system review polices in effect at the time of the review. Following this review, the SC and University may renew or amend this Agreement.

## **ARTICLE X: MISA STAFF APPOINTMENT, TERMS AND SUPERVISION**

### **A. Executive Director**

There will be a search committee for a MISA Executive Director with joint representation from the University and SC as permitted by University Policy. Search for an Executive Director will follow University of Minnesota Administrative Head guidelines, University Office of Human Resources' guidelines, Office of Equal Opportunity and Affirmative Action guidelines, and any other applicable University policies and guidelines. The Dean of CFANS, with concurrence of the MISA Board of Directors, will appoint the Executive Director for an original 3-year term with a probationary period subject to University policies and approval of such multi-year contract, and subject to annual renewable appointment thereafter. The Executive Director position shall be a University of Minnesota employee position with all rights, privileges and obligations derived there from. Matters of selection and removal of the Executive Director will be done in concurrence with members of the Sustainers' Coalition and the MISA Board of Directors and in full compliance of University policies. If necessary, the Dean of CFANS, with concurrence of the MISA Board of Directors, shall appoint an Interim Executive Director.

### **B. MISA Staff**

MISA staff are employees of the University of Minnesota, are supervised by the Executive Director, and are subject to all applicable University policies.

### **C. Administrative Performance**

There will be annual and comprehensive performance evaluations of the Executive Director and the position shall be subject to Professional and Administrative Employees policies in addition to all other applicable University policies. The Dean of CFANS and the MISA Board of Directors will work together to conduct each review of the Executive Director,

Periodic comprehensive administrative evaluations will be conducted according to University policies and in a similar fashion to that of other University administrators', i.e. typically by gathering input from colleagues, direct reports, stakeholders and peers. Non-MISA duties of the Executive Director and non-MISA administrative performance evaluations will be conducted solely by the University.

## **ARTICLE XI: CONFLICT RESOLUTION**

In the event of disagreement or conflict not specifically addressed by University policies, the MISA Board or its representatives and representatives of the University administration will meet and work collaboratively to resolve issues.

**ARTICLE XII. THE ENTIRE AGREEMENT**

This is the entire Agreement and there are no other agreements between the University, CFANS, or University of Minnesota Extension and the SC or MISA.

**APPROVALS**

**SUSTAINERS' COALITION**

Jim Harkness, President  
Institute for Agriculture & Trade Policy \_\_\_\_\_

George Boody, Executive Director  
Land Stewardship Project \_\_\_\_\_

Glen Hill, Executive Director  
Minnesota Food Association \_\_\_\_\_

John Mesko  
Executive Director  
Sustainable Farming Association of Minnesota \_\_\_\_\_

David Glenn, Executive Director  
The Minnesota Project \_\_\_\_\_

**UNIVERSITY OF MINNESOTA**

Allen S. Levine, Dean  
College of Food, Agricultural  
and Natural Resource Sciences \_\_\_\_\_

Beverly R. Durgan, Dean and Director  
University of Minnesota Extension \_\_\_\_\_

Date: \_\_\_\_\_