

**Iowa State University of Science and Technology  
and  
\_\_\_\_\_County Agricultural Extension District**

**Memorandum of Understanding**

**Effective July 1, 2020 – June 30, 2023**

This Memorandum of Understanding is between Iowa State University of Science and Technology on behalf of its Division of Extension and Outreach (“ISU”) and \_\_\_\_\_County Agricultural Extension District (“Extension District”).

**I. Preamble**

Extension and Outreach is a university- and community-based education system serving the state of Iowa — engaging residents with the research, educational, and technological resources of ISU. Extension and Outreach provides access to education to serve the public good.

- 1) Extension and Outreach builds partnerships to provide education, engagement and services that deliver on the land-grant university commitment to Iowans.
- 2) County extension councils and ISU enter into additional partnership arrangements that drive significant opportunities for leveraging and pooling resources. These activities promote efficiency and result in a fiscally stable system.
- 3) Extension and Outreach provides a mechanism for individuals to join together to address common concerns and creates an organized, science-based environment in which they can make decisions and act.

Extension and Outreach provides education and services for the benefit of Iowa citizens and communities, by working together as a system to connect university resources across the state. This unique system builds a strong Iowa through engaging residents in common aspiration, concerns, and purpose.

**II. Purpose**

ISU and Extension District enter into this Memorandum of Understanding in order to cooperate in a partnership:

- 1) To deliver on the land-grant mission of
  - a. providing access to research- or evidence- based education;
  - b. applying research to the needs of Iowa, the nation, and the world; and
  - c. extending knowledge to strengthen Iowa’s economy and residents’ quality of life.
- 2) To extend the land-grant university beyond the campus borders and provide a locally- relevant mix of educational programs consistent with the provisions of the Smith- Lever Act of May 8, 1914, as amended, and the Memorandum of

Understanding between ISU and the U.S. Department of Agriculture.

- 3) To fulfill the policy set forth in the County Agricultural Extension Law (Iowa Code §176A.2), which is “to provide for aid in disseminating among the people of Iowa useful and practical information ... and to encourage the application of the information in the counties of the state through extension work to be carried on in cooperation with Iowa State University”

### **III. Agreement of Basic Principles**

- 1) The partnership between ISU and the Extension District is built upon effective communication and a mutual respect for what each party contributes to a system that educates and serves all Iowans. The partnership pools many perspectives, understandings, experiences, and relationships across the university, the state, and within counties.
  - a. The partnership is inclusive of the diversity of Iowa’s residents.
  - b. The partnership works across ISU colleges and campus units to build capacity that supports efforts across the state.
  - c. Mutually beneficial entrepreneurial partnerships with other community, county, and state agencies are encouraged.
- 2) ISU and Extension District will establish policies that comply with the County Agricultural Extension Law (Iowa Code Chapter 176A) and open meetings and open records laws described in Iowa Code Chapters 21 and 22. ISU and Extension District shall comply with those policies.
- 3) The core purpose of the relationship is to provide research- or evidence-based educational programming. To ensure that educational programs (defined as the planned dissemination of research- or evidence- based knowledge intended to meet a public need) are of the highest quality and audience appropriate:
  - a. each party will share the responsibility for assessing needs and facilitating and delivering research-based educational programs;
  - b. program development shall follow a process based on science and appropriate methodologies, use a peer approval process, be evaluated and updated periodically, and respect dates program materials are scheduled to be discontinued;
  - c. an electronic catalog of current core educational programs shall be developed and outline program descriptions, costs, and responsibilities;
  - d. when determining program selection, the parties will discuss fiscal roles and responsibilities; and
  - e. access to extension programs and facilities shall be consistent with state and federal laws and regulations. Access plans shall be regularly reviewed, reported, and updated.

- 4) All ISU and Extension District staff, council members, and volunteers are encouraged and provided opportunities to participate in position-related professional development. Staff and volunteers must pass all appropriate background checks successfully and be approved by the Extension District or ISU.
- 5) To deliver on the parties' joint mission, all parties embrace the partnership as a system functioning simultaneously and congruently statewide and within counties and regions. The parties shall contribute and use the following services and resources:
  - a. Extension and Outreach-approved branding on all physical locations/units and materials associated with educational programs and information;
  - b. strategies to promote and advance Extension and Outreach and ongoing advocacy to external partners about the parties' educational mission and impact; and
  - c. system resources and tools (i.e. templates, worksheets) related to programming, finance, human resource, and advancement.
- 6) In the event of a dispute regarding this Memorandum of Understanding, the parties shall seek to resolve the dispute as follows:
  - a. The matter will be submitted to the Regional Director, who will facilitate a discussion to seek resolution.
  - b. If either party believes the Regional Director has a conflict of interest or if the discussion facilitated by the Regional Director does not reach an agreed-upon resolution, then the Assistant Vice President for County Services on behalf of the Extension District and a Program Leader on behalf of ISU shall discuss the dispute and seek resolution.
  - c. If the Assistant Vice President for County Services and the Program Leader are unable to reach resolution, the matter shall be submitted to the Chair of the Extension District and the Vice President, ISU Extension and Outreach, to discuss the dispute and seek resolution.
  - d. If the matter is not resolved after exhausting the foregoing processes and a party wishes to pursue litigation, the parties must first submit the matter to a neutral mediator. The expense of the mediation shall be shared equally by the parties. If the matter is not resolved during the mediation, a party may seek recourse through a court of competent jurisdiction.

#### **IV. Division of Responsibility**

ISU and the U.S. Department of Agriculture have signed a separate memorandum defining national and state partner relationships. To clearly establish and define relationships and responsibilities for conducting extension work in Iowa, ISU and the Extension District agree to the division of responsibility set forth below. In addition, ISU and the Extension District have set forth in Addendum A the responsibilities of the Regional Director.

ISU agrees to:	Extension District agrees to:
1) Follow the Memorandum of Understanding Basic Principles.	1) Follow the Memorandum of Understanding Basic Principles.
2) Build partnerships across ISU colleges in order to facilitate and broker outreach from colleges that encourage engagement in conjunction with Extension District partners.	2) Engage in partnerships with colleges at ISU to build capacity to deliver local/regional outreach across the Extension District based on meaningful, shared priorities, and resources.
3) Establish state level relationships that increase capacity for local partners and are based on meaningful, shared priorities and resources, and capitalize on local partnerships.	3) Engage local affiliates as local/regional partners across the Extension District based on meaningful, shared priorities and resources, and capitalize on state level partnerships.
4) Establish a needs assessment process to identify ongoing and emerging issues and incorporate local/regional findings into the educational program development process to meet the needs of Iowans.	4) Identify local/regional needs and emerging issues and share findings/understanding of those needs with program directors for the educational program development process.
<p>5) Develop a program planning process to identify and develop priority programs and prioritize funding for educational programs that meet needs of Iowans.</p> <p>Maintain a program catalog that lists available programs</p> <p>Require the regional director and program specialists to work with Extension District staff regarding program selection, identification and development.</p> <p>New programs must fit within the scope of the Extension and Outreach mission, provide research- or evidence- based instruction or information, and must be reviewed as outlined <a href="#">in the Curriculum Review Process</a>.</p> <p>Train ISU and Extension District staff on delivery and evaluation of offered programs.</p> <p>Discuss with Extension District fiscal roles and responsibilities when determining program selection</p>	<p>5) Use program planning process and program catalog to select programming based on local needs. Work with the regional director and program specialists to select programs listed in program catalog.</p> <p>If needed, encourage Extension District employees to work with program specialists to identify reputable programs that address local needs or develop programs locally.</p> <p>Locally developed programs must fit within the scope of the Extension and Outreach mission, provide instruction or information, and must be reviewed as outlined in the <a href="#">Curriculum Review Process</a>.</p> <p>Discuss with ISU fiscal roles and responsibilities when determining program selection</p>

6) Review and report contact information and results of priority programs for effectiveness and meeting identified needs. Program specialists share data, success stories and evaluations via shared database reporting system with Extension District staff.	6) Review and report contact information and program effectiveness. Assist program specialists with evaluation. Share data, review and evaluation results with program specialists via shared database reporting system.
7) Routinely inform Extension District staff in advance when program specialists are presenting or engaging stakeholders in Extension District's county. When appropriate, invite Extension District staff to participate.	7) Acknowledge program specialist advance communication and mutually beneficial relationship. Inform other appropriate individuals in Extension District.
8) Authorize 4-H youth development educational programs' – the youth outreach programs for Extension and Outreach – use of the federally protected 4-H name and emblem. Name and emblem use represents the ideals of these educational programs.	8) Agree to adhere to <a href="#">Federal guidelines</a> for use of 4-H name and emblem to carry out core 4-H Youth Development educational programs.
9) Employ and appoint a regional director who will provide the services described in Addendum A  Employ and appoint program leaders to lead four program units: Agriculture and Natural Resources, Human Sciences, Community and Economic Development, and 4-H Youth Development.  Employ and appoint program specialists who will coordinate with the regional director and Extension District staff to identify, deliver and provide feedback on programs.	9) As defined in Iowa Code 176A, establish staffing needs and employ staff based on budget allowances for personnel and programming goals. <a href="#">County paid staffing structure</a> position descriptions are encouraged.

<p>10) Program leaders will coordinate requests of program specialist's office space so as not to overly burden county partners. If the Extension District provides office space to program specialists, ISU shall comply with the <a href="#">Guiding Principles: Housing an ISU Extension and Outreach Program Specialist</a></p>	<p>10) Provide regional director work space as described in Addendum A.</p> <p>Provide program specialists workspace and internet access when visiting the county office. When available, Extension District is encouraged to provide office space for program specialists when requested by program leaders. If Extension District provides an office, Extension District shall comply with the <a href="#">Guiding Principles: Housing an ISU Extension and Outreach Program Specialist</a> when providing office space for program specialists.</p>
<p>11) Require and conduct background checks of all ISU Extension and Outreach staff</p> <p>Require and conduct background checks of volunteers associated with ISU-sponsored programs.</p> <p>Background check to include (National Sex Offender Registry, Criminal Record Check and Motor Vehicle Record Check) per university policy:  <a href="https://riskmanagement.sws.iastate.edu/youth/background-checks/">https://riskmanagement.sws.iastate.edu/youth/background-checks/</a></p> <p>All approved employees and volunteers are to be rescreened and approved every three years.</p>	<p>11) Require and conduct background checks of all Extension District staff</p> <p>Require and conduct background checks of all volunteers and approve individuals to serve as volunteers</p> <p>Background check to include National and State Sex Offender Registry, National Criminal File Check, State DMV Registry and SSN Verification.</p> <p>All approved employees and volunteers are to be rescreened and approved every three years.</p>
<p>12) Provide resources to develop and deliver position-related professional development plans and goals, and assist in selection and/or provide training opportunities that align with those goals.</p>	<p>12) Have staff, councils, and volunteers identify position-related professional development plans and goals, and take advantage of opportunities provided or seek opportunities to meet those goals. Councils will budget funds for professional development for staff and council members.</p>
<p>13) Verify Extension District staff have received training on employment and diversity issues and assist with the training as needed</p>	<p>13) Require Extension District employees to attend employment and diversity training</p>

<p>14) Work with Extension District to develop and use a two-way scorecard to effectively evaluate and communicate performance relative to this MOU and agreed upon expectations.</p>	<p>14) Work with ISU to develop and use a two-way scorecard to effectively evaluate and communicate performance relative to this MOU and agreed upon expectations.</p>
<p>15) Provide Extension District access to use a statewide financial accounting system complying with Generally Accepted Accounting Principles and standards set by Office of the State Auditor and associated training and support offered by vendor</p> <p>Provide Extension District access to use time and absence management system and associated training and support offered by vendor</p> <p>Provide Extension District access to shared database reporting system and associated training and support offered by vendor</p> <p>Provide in-office network technology, including servers, software, email and encryption capabilities</p> <p>Provide webpage hosting and templates</p> <p>Provide IT help desk and hotline support</p> <p>Provide branding support services</p> <p>Issue invoices to Extension District in November and May of each year for the Shared Services Support Fee as reimbursement and compensation for the above access and services</p> <p>Share annually a summary of revenue generated and actual expenses incurred from Shared Support Services.</p>	<p>15) Use statewide financial accounting system complying with Generally Accepted Accounting Principles (GAAP)</p> <p>Follow Office of State Auditor guidelines on management of public funds. (Iowa Code Chapter 12C)</p> <p>Maintain financial records consistent with Code of Iowa – Ch. 176A.8.</p> <p>Pay Shared Services Support Fee, which will be 2.7% of the maximum Extension District is allowed to levy under Iowa law. This rate shall apply for FY21, FY22 and FY23. Extension District will receive an invoice from ISU in November and May of each year. Extension District shall pay the invoice within thirty days of receipt.</p>

## **V. Term, Amendment, Termination, and Review of this Memorandum**

- 1) This Memorandum of Understanding shall be effective upon approval by the Extension District's Extension Council, signature by the Chair of the Extension District's Extension Council, and signature by the Vice President for ISU Extension and Outreach, and shall remain in effect until June 30, 2023 unless earlier terminated in accordance with this Memorandum of Understanding.

- 2) The Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party in writing to the amendment.
- 3) Either party may terminate this Memorandum of Understanding upon notice to the other party if the Iowa legislature or the federal government: (i) does not appropriate, grant or allocate sufficient funds for the party to fulfill its obligations under this Memorandum of Understanding; (ii) de-appropriates, re-allocates or withdraws funds the party had intended to use to fulfill its obligations under this Memorandum of Understanding; (iii) alters or eliminates the Extension and Outreach program; or (iv) directs a party to terminate this Memorandum of Understanding. Where possible, the party shall give the notice no less than ninety days prior to the date of termination. A party may also terminate this Memorandum of Understanding if the other party fails to cure a material breach of this Memorandum of Understanding within thirty days of receiving notice of the breach from the non-breaching party.
- 4) The parties shall jointly review this Memorandum of Understanding commencing November 1, 2022 to identify any terms that should be modified upon any renewal of the Memorandum of Understanding.

#### **VI. Equal Opportunity**

Neither party shall discriminate against any employee, applicant for employment or program participant because of race, ethnicity, color, national origin, ethnicity, religion, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, marital status, sexual orientation, gender identity or other protected class.

#### **VII. Force Majeure**

If a Force Majeure Event prevents a party from complying with an obligation under this Memorandum of Understanding, the inability to comply will not constitute a breach of this Memorandum of Understanding. "Force Majeure Event" means an event beyond the reasonable control of the party and incapable of being avoided by the party through the exercise of reasonable care. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of the Force Majeure Event, its effect on the party's performance, and how long the noncomplying party expects it to last. The noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Memorandum of Understanding.

#### **VIII. Notices**

All notices under this Memorandum of Understanding shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt; or (iii) if sent by email, when the recipient acknowledges having received the email. ISU shall deliver notices to the Council Chair for the Extension District.



Extension District shall deliver notices to ISU's Vice President for Extension and Outreach.

*Signatures appear on following page*

**Iowa State University of Science and Technology  
and  
\_\_\_\_\_County Agricultural Extension District**

**Memorandum of Understanding**

**Effective July 1, 2020 – June 30, 2023**

**IX. Approvals**

For Iowa State University of Science and Technology:

\_\_\_\_\_  
Vice President for Extension and Outreach  
and Director of Cooperative Extension Service

\_\_\_\_\_  
Date

For the \_\_\_\_\_County Agricultural Extension District:

\_\_\_\_\_  
Council Chair

\_\_\_\_\_  
Date